

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment") is dated April 22, 2015, but effective as of the Effective Date set forth below, from **Grizzly Petroleum Company, LLC** and **Great Western Operating Company, LLC** (collectively referred to herein as "**Assignor**") and **Bayswater Exploration & Production, LLC** (as to an undivided 18.3587%), **Bayswater Blenheim Holdings, LLC** (as to an undivided 17.8871%) and **Bayswater Blenheim Holdings II, LLC** (as to an undivided 63.7542%) each with an address of 730 17th Street, Suite 610, Denver, Colorado 80202 (hereinafter collectively referred to as "**Assignee**").

In consideration of the mutual promises contained herein, one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee all of Assignor's right, title, and interest in the working interest percentages referenced above in and to the following real property, personal property and contractual interests (collectively, the "**Assets**");

A. The oil and gas leases, as to all depths owned by Assignor, described on Exhibit A-1 attached hereto and made a part hereof ("**Leases**"), and the oil and gas wells, whether producing or shut-in, described on Exhibit A-2 and A-3 attached hereto and made a part hereof ("**Wells**");

B. Any permits, licenses, unitization agreements, pooling agreements, operating agreements, production sales contracts or other contracts and agreements related to the properties, lands rights and interests described in clause A., above, and described on Exhibit A-4, attached hereto and made a part hereof ("**Contracts**");

C. The rights-of-way, easements, servitudes and other surface rights located on or used in connection with, operations for the exploration and production of oil, gas or other Hydrocarbons (as defined below) on or from the Leases and Wells, including surface use agreements, the rights to permits, licenses and approvals owned, held or operated in connection with such operations as set forth on Exhibit A-5, attached hereto ("**Surface Rights**");

D. All tangible personal property, equipment, fixtures, facilities, and improvements located on the lands covered by the Leases or on lands pooled and/or unitized therewith and owned for the production, treating, storing, transportation, or marketing of oil, gas, and other Hydrocarbons from the Leases, including, without limitation, well heads, casing, tubing, tanks, pumps, compressors, boilers, separators, and other appurtenances;

E. The oil, gas, natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, crude oil, and other hydrocarbons, whether gaseous or liquid ("**Hydrocarbons**") produced or severed on or after the Effective Time from, and which are attributable to, the Leases; and

F. All files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Assignor's possession including, but not limited to land and title records (including abstracts of title, title opinions and title curative documents); contracts

and related documents; correspondence; and operations, environmental, production and accounting records.

This Assignment is made subject to the following terms and conditions:

1. This Assignment is being made pursuant to the terms of that certain Exchange Agreement dated January 29, 2015, as amended by that certain letter agreement dated March 19, 2015 (the "First Amendment"), and that certain Second Amendment, dated April 16, 2015 (collectively, the "Agreement"). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control to the extent of the conflict. Assignor and Assignee intend that the terms of Agreement remain separate and distinct from and not merge into the terms of this Assignment.

2. ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

3. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

4. Assignee assumes and agrees to pay, perform, fulfill and discharge its proportionate share of all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets after the Effective Time, and all obligations arising under agreements covering or relating to the Assets, all as more particularly set forth in the Agreement. Assignor and Assignee have apportioned other liabilities and obligations in the Agreement.

5. Assignor and Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges 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 Assets conveyed herein.

6. Assignor and Assignee agree to take all such further reasonable actions to execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purpose of this Assignment.

7. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.


8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

The "Effective Time" for each of the Wells shown on Exhibit A-2 shall be for all purposes as of 7:00 a.m., Mountain Time, on January 1, 2015 ("Effective Time").

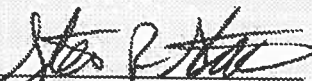
The "Effective Time" for each of the Wells shown on Exhibit A-3 means the date on which drilling operations for each such Well commenced, and for the purposes hereof, the date on which drilling operations "commenced" shall be the date on which an application for permit to drill the applicable Well was submitted. As to any Leases, which, as of the date hereof, are not included in a unit for a Well, the Effective Time shall be the date hereof.

EXECUTED on the dates contained in the acknowledgements of this Assignment, to be effective for all purposes as of the applicable Effective Times.


Assignor:
Grizzly Petroleum Company, LLC

By: 
Name: Steve R. Stacy
Title: Vice President


Assignor:
Great Western Operating Company, LLC

By: 
Name: Steve R. Stacy
Title: Vice President


Assignee:
Bayswater Exploration & Production, LLC

By: 
Name: Lynn S. Belcher
Title: Executive Vice President

Assignee:
Bayswater Blenheim Holdings, LLC

By: 
Name: Lynn S. Belcher
Title: Executive Vice President

Assignee:
Bayswater Blenheim Holdings II, LLC

By: 
Name: Lynn S. Belcher
Title: Executive Vice President

ACKNOWLEDGEMENTS

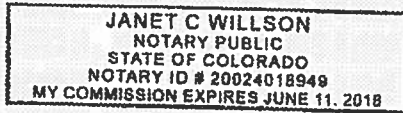
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Steve R. Stacy as Vice President of **Grizzly Petroleum Company, LLC**, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission Expires: 6/11/2018

[seal]



Janet C. Willson
Notary Public

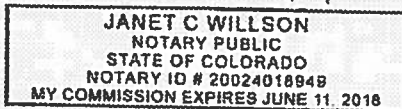
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Steve R. Stacy as Vice President of **Great Western Operating Company, LLC**, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission Expires: 6/11/2018

[seal]



Janet C. Willson
Notary Public

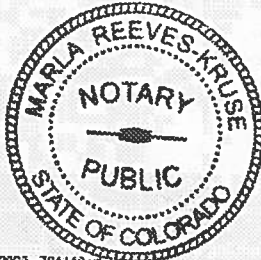
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Lynn S. Belcher as Executive V.P. of **Bayswater Exploration & Production, LLC**, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission Expires: 3/27/2016

[seal]



Marla Reeves-Kruse
Notary Public

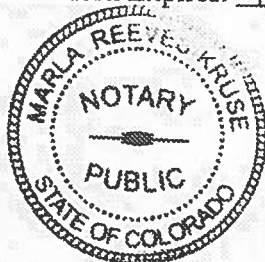
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Lynn S. Belcher as Executive V.P. of **Bayswater Blenheim Holdings, LLC**, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission Expires: 3/27/2016

[seal]



Marla Reeves-Kruse
Notary Public

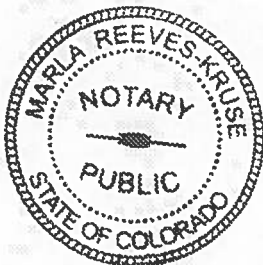
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Lynn S. Belcher as Executive V.P. of **Bayswater Blenheim Holdings II, LLC**, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission Expires: 3/27/2016

[seal]



Marla Reeves-Kruse
Notary Public

EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED APRIL 22, 2015 FROM GRIZZLY PETROLEUM COMPANY, LLC AND GREAT WESTERN OPERATING COMPANY, LLC (COLLECTIVELY "ASSIGNOR") TO BAYSWATER EXPLORATION & PRODUCTION, LLC, BAYSWATER BLENHEIM HOLDINGS LLC AND BAYSWATER BLENHEIM HOLDINGS II, LLC, (COLLECTIVELY "ASSIGNEE")

LEASES

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
DUSKA SUE WATERMAN	SHARP ENERGY RESOURCES LLC	5/29/2013	3964974 (MEMO)	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: A TRACT OF LAND BEING A PART OF LOT 4 OF THE NESW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY M/B
DOROTHY RUTH HOOKER	SHARP ENERGY RESOURCES LLC	6/24/2013	3963485 (MEMO)	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 1 OF THE NESW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, APPROX 10 GROSS ACS MOL WELD COUNTY, CO
BETH ANN MOREHOUSE	SHARP ENERGY RESOURCES, LLC	7/10/2013	3963486 (MEMO)	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: A TRACT OF LAND BEING A PART OF LOT 4 OF THE NESW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY M/B
ANGEL JUANICORENA AND CARMEN V JUANICORENA	SHARP ENERGY RESOURCES LLC	8/29/2013	3978941	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: 12118-A PT LOT 1 NE/4SW/A 4 5 65 COMM SE COR LOT 1 N110' THENCE WLY 394' 5110' THENCE ELY 394' TO BEG, CONTAINS 1.00 AC, MOL
MARTINA ESQUIBEL AND RAFAEL GONZALES	SHARP ENERGY RESOURCES LLC	8/29/2013	3979125	5N	65W	5	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 5: GR 293 E50' SW/4 BLK 131
BGT PROPERTIES, LLC	SHARP ENERGY RESOURCES LLC	10/21/2013	3982088 (MEMO)	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ELLIS AND CAPP COMMERCIAL TRACT, EXCEPTIONS FURTHER DESC BY ADDN DEED REFS, AND CONTAINING APPROX 10.59 GROSS ACS, MOL
DIANA TAYLOR	SHARP ENERGY RESOURCES, LLC	9/29/2013	3988237	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: E210' OF N190' OF LOT 1 OF NESW CONTAINING 1.00 ACRES, MORE OR LESS

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
BURRIS COMPANY INC	GRIZZLY PETROLEUM COMPANY LLC	11/13/2013	3988580 (MEMO)	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ALL THE PART OF ELLIS AND CAPP COMMERCIAL TRACT, AN ADDITION TO THE CITY OF GREELEY, FURTHER DESCRIBED BY M/B CONTAINING 3.0341 ACRES, MORE OR LESS
JACK E TYRRELL AND MAXINE H TYRRELL	GRIZZLY PETROLEUM COMPANY LLC	9/5/2013	3988581 (MEMO)	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ALL THAT PORTION OF THE LOTS 2, 3 AND 4 OF NESW OF SAID SECTION 4 FURTHER DESC BY M/B
TRUST EST BY LWT OF J H CAPP, JOHN C CAPP TTEE	GRIZZLY PETROLEUM COMPANY LLC	11/15/2013	3991082	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ELLIS AND CAPP COMMERCIAL TRACT, EXCEPTIONS FURTHER DESC BY ADDN DEED REFS, AND CONTAINING APPROX 10.59 GROSS ACS, MOL
MARIA DE LOURDES PALMA	GRIZZLY PETROLEUM COMPANY LLC	7/21/2014	4046939	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 3, LUNDGREN SUBDIVISION, EXCEPT THAT PORTION THEREOF CONVEYED BY INSTRUMENTS RECORDED JUNE 30, 1958 IN BOOK 1506, PAGE 526, AND FEBRUARY 23, 1960 IN BOOK 1551, PAGE 428, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF THE W2NW4
ANN MCELROY SHERLEY AND EVELYN H. MCELROY	CREWS & ZEREN, LLC	11/19/2007	3521347	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOTS 1 AND 2 OF THE NWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY
BRIAN K. HARRELL	JAY GOZA INVESTMENTS	3/29/2006	3393462	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 1 OF THE SWNW AND LOT 4 OF THE NWNW
ROBERT W. NOFFSINGER, JR.; JAMES L. NOFFSINGER; AND JACKY LYNN MILLER	CREWS & ZEREN, LLC	5/3/2007	3475243	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 4 OF THE SWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO
LAWRENCE L. MONROE AND LOIS C. MONROE	CREWS & ZEREN, LLC	7/20/2007	3492973	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 4, OF THE SWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO.
WAYNE WADSWORTH	CREWS & ZEREN, LLC	12/15/2006	3464439	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: A PARCEL OF LAND LOCATED IN LOT 2 OF THE SW/4NW/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, FURTHER DESC BY M/B

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
PATRICIA JEAN FORESTER	CREWS & ZEREN, LLC	1/17/2007	3464443	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: TRACT 1, LUNDGREN SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, A SUBDIVISION OF LOT 3 OF THE NWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO
MARINA MONTOYA SALAZAR	CREWS & ZEREN, LLC	1/2/2007	3464441	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 2, LUNDGREN SUBDIVISION, ACCORDING TO THE RECORDED MAP OR PLAT THEREOF, A SUBDIVISION OF LOT 3 OF THE NWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO
DRILLING FLUID SERVICES, LLC.	CREWS & ZEREN, LLC	1/7/2007	3464437	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ALL THAT PART OF LOT 2 OF THE SW1/4NW1/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO AKA PART OF UNION COUNTY COLONY LOT 2 OF THE SW/4 NW/4, FURTHER DESC BY M/8
KIMBERLE A. SKATTUM, KEVIN D. SKATTUM AND KELLIE S. HOLLAND	CREWS & ZEREN, LLC	11/13/2008	3599564	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 5, BLOCK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER RECEPTION NO. 1701352
DIANE M. INDORF	CREWS & ZEREN, LLC	1/24/2007	3496310	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 2 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO; EXCEPT THE SOUTHERLY 20 FT THEREOF; AND EXCEPT THAT PORTION THEREOF CONVEYED BY WARRANTY DEED RECORDED IN BOOK 6001 UNDER RECEPTION NO. 1522576.
JAY GOZA	CREWS & ZEREN, LLC	1/27/2008	3532042	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ALL THAT PART OF LOT 2 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY UNION COLONY, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1285 UNDER REC. NO. 2235998

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JASON ROTHE,CHRIS KING	CREWS & ZEREN, LLC	1/10/2007	3464440	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: ALL THAT PART OF LOT 3, LUNDGREN SUBDIVISION, THEREOF, A SUBDIVISION OF LOT 3 OF THE NW1/4NW1/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO; ALSO KNOWN AS: A TRACT OF LAND BEING PART OF LOT 3, LUNDGREN SUBDIVISION, A SUBDIVISION OF WELD COUNTY, STATE OF COLORADO, FURTHER DESC BY M/B
RAYMOND L. CROUSE	CREWS & ZEREN, LLC	12/15/2006	3464438	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 8, BLK 1, GEISERT INDUSTRIAL P.U.D., A SUBDIVISION OF WELD COUNTY, COLORADO, ACCORDING TO THE MAP THEREOF RECORDED OCTOBER 14, 1976, IN BOOK 779 UNDER REC. NO. 1701352, BEING PART OF LOT 3 OF THE SWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO
MICHAEL L. AND SUSAN K. SHUPE	CREWS & ZEREN, LLC	1/2/2007	3464442	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 4, BLK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY, COLORADO, ACCORDING TO THE MAP THEREOF RECORDED 10/14/1976, IN BOOK 779 UNDER RECEPTION #1701352 BEING A PART OF LOT 3 OF THE SWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO
LUBRICATION SERVICES, LLC.	CREWS & ZEREN, LLC	5/27/2008	3570174	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 6, BLK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER RECEPTION #1701352
PETERSEN DEVELOPMENT COMPANY, LLC	CREWS & ZEREN, LLC	6/4/2008	3559632	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: LOT 7, BLOCK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER RECEPTION #1701352
GILBERT D. SHULTZ	GREAT WESTERN OIL & GAS COMPANY, LLC	5/8/2009	3621550	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: PARCEL 4, LUNDGREN SUBDIVISION, A SUBDIVISION OF LOT 3 OF THE NWNW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
UNITED STATES WELDING, INC.	CREWS & ZEREN, LLC	6/16/2008	3562525	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: THAT PART OF LOT 9, BLOCK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER REC. 1701352 WITHIN THE W2NW
EL MARTILLO REPAIR, LLC	CREWS & ZEREN, LLC	9/17/2008	3580479	5N	65W	4	Weld	CO	TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 4: A TRACT OF LAND BEING PART OF LOT 3, LUNDGREN SUBDIVISION MORE PARTICULARLY DESCRIBED BY M/B
DELMAR G. JOHNSON AND ELEANOR M. JOHNSON	CANAMEX, LLC	3/15/2012	3835870	7N	66W	22	Weld	CO	TOWNSHIP 7 NORTH, RANGE 66 WEST, 6TH P.M. SEC. 22: THAT PORTION OF THE SE1/4 PLATTED AS LOT B OF RECORDED EXEMPTION NO. 0707-22-4-RE394, AND ABUTTING LANDS UNDERLYING THE RIGHT-OF-WAY FOR CR 33 TO THE EASTERN BOUNDARY LINE OF SECTION 22, AND THE ABUTTING LANDS UNDERLYING THE RIGHT-OF-WAY FOR THE LARIMER AND WELD IRRIGATION COMPANY CANAL, TO THE CENTERLINE OF SAID CANAL
SUSAN LOUISE MAGNUSON	CANAMEX, LLC	9/7/2010	3725070	7N	66W	22	Weld	CO	TOWNSHIP 7 NORTH, RANGE 66 WEST, 6TH P.M. SEC. 22: THAT PART OF THE SE THAT LIES S (UNDER) OF THE LARIMER AND WELD IRRIGATION COMPANY'S CANAL
BILLY C OVERMAN AND ROBERTA J OVERMAN	GRIZZLY PETROLEUM COMPANY LLC	11/4/2013	3990452	7N	66W	30	Weld	CO	TOWNSHIP 7 NORTH, RANGE 66 WEST, 6TH P.M. SEC. 30: A TRACT OF LAND IN THE N2 SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANT DEED DATED DECEMBER 28, 1988 FROM JOHN M DONALDSON TO BILLY C OVERMAN AND ROBERTA J OVERMAN AND RECORDED IN BOOK 1220, UNDER RECEPTION NO 2166445 OF THE COUNTY CLERK'S OFFICE OF WELD COUNTY, COLORADO AND CONTAINING APPROXIMATELY 44.11 GROSS ACRES MOL
JUSTIN LEROY BETZ AND CHRISTINA ANN BETZ	GRIZZLY PETROLEUM COMPANY LLC	7/8/2014	4052042 (MEMO)	7N	66W	30	Weld	CO	TOWNSHIP 7 NORTH, RANGE 66 WEST, 6TH P.M. SEC. 30: LOT 8 OF RECD'D EXEMP. NO. 0707-30-1-RE2153, ACCORDING TO THE PLAT RECORDED APRIL 13, 1998 AS RECEP. NO. 2605907, BEING A PORTION OF THE NE4, AND LOCATED AT PROPERTY ADDRESS OF 37497 WCR 27, EATON, CO 80615.

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
DANIEL G BAUER AND KATHERINE A BAUER	GRIZZLY PETROLEUM COMPANY LLC	3/26/2014	4009382	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST 6TH P.M. SEC. 26: THAT PORTION OF THE SE/4 DESCRIBED IN DEED AT RECEPTION NO. 1709525, CONTAINING 1.7 ACS MOL
STEVEN MENDELL	GREAT WESTERN LEASING, LLC	5/25/2011	3777312	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: LOT A OF RECORDED EXEMPTION NO. 0709-26-3-RE 1831, RECORDED MARCH 15, 1996 IN BOOK 1537 AT RECEPTION NO. 2480998, BEING A PART OF THE SW
HARVEY R. GREEN AND CONSTANCE J. GREEN	GRIZZLY PETROLEUM COMPANY, LLC	5/31/2012	3854283	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: COMMENCING AT THE WEST QUARTER CORNER (W1/4 COR) OF SAID SECTION 26, FURTHER DESC BY M/8 CONTAINING 9.00 ACRES, MORE OR LESS; ALSO SEC. 26: A TRACT OF LAND LOCATED IN THE SW/4 FURTHER DESC BY M/8, CONTAINING 1.00 ACRE, MORE OR LESS.
EDNA I. BETHURUM	GREAT WESTERN LEASING, LLC	5/25/2011	3777314	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: A TRACT OF LAND LOCATED IN THE SW/4, FURTHER DESC BY M/8
MARK A. ANDREWS	GREAT WESTERN OIL AND GAS COMPANY, LLC	7/19/2011	3786407	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: THAT TRACT OF LAND LOCATED IN THE SW/4 FURTHER DESC BY M/8, THESE LANDS ARE ALSO KNOWN AS LOTS A AND B OF RECORDED EXEMPTION NO. 0709-26-3 RE-4457 HEREINAFTER DESCRIBED
MATTHEW A. COLEMAN AND LINDA S. COLEMAN	GRIZZLY PETROLEUM COMPANY, LLC	5/31/2012	3853875	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: LOT A OF RECORDED EXEMPTION NO. 0709-26-3-RE1007, BEING A PART OF THE SW/4, AS PER THE MAP RECORDED 5/18/1987 IN BK 1157 AT RECEPTION NO. 2100092, COUNTY OF WELD, STATE OF COLORADO
FRANCES A. DESARBO VETTERS	GREAT WESTERN OIL & GAS COMPANY, LLC	3/18/2011	3767424	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: A TRACT OF LAND LOCATED IN THE SW/4, FURTHER DESC BY M/8
DAVID A. SCOTT AND BERNA D. SCOTT	GREAT WESTERN OIL & GAS COMPANY, LLC	3/18/2011	3767422	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: A TRACT OF LAND LOCATED IN THE SW MORE PARTICULARLY DESCRIBED BY M/8
JUDY K. MEYER	GREAT WESTERN OIL & GAS COMPANY, LLC	3/18/2011	3767423	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: A TRACT OF LAND LOCATED IN THE S/2 FURTHER DESC BY M/8

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
MARK S BALTZ	GREAT WESTERN OIL & GAS COMPANY, LLC	3/29/2011	3767437	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: SW/4, EXCEPTING THEREFROM, THAT PORTION OF THE SW/4 BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BOOK 1624 AT PAGE 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE/4, FURTHER DESC BY M/B
LORI E LAMBERT AND WILLIAM ALLAN LAMBERT	GREAT WESTERN OIL & GAS COMPANY, LLC	3/29/2011	3767438	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: SW, EXCEPTING THEREFROM, THAT PORTION OF THE SW BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BOOK 1624 AT PAGE 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B
BARBARA FRANKS	GREAT WESTERN OIL & GAS COMPANY, LLC	4/8/2011	3767441	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: SW, EXCEPTING THEREFROM, THAT PORTION OF THE SW BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BOOK 1624 AT PAGE 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B
LISA RUTZ	GREAT WESTERN OIL & GAS COMPANY, LLC	4/8/2011	3767443	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: SW, EXCEPTING THEREFROM, THAT PORTION OF THE SW BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BOOK 1624 AT PAGE 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
RUTHANN ROBINSON AND RON ROBINSON	GREAT WESTERN OIL & GAS COMPANY, LLC	4/8/2011	3767442	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: SW, EXCEPTING THEREFROM, THAT PORTION OF THE SW BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BOOK 1624 AT PAGE 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B
NANCY DIANNE COLE AND ERVIN VONDALE COLE	GREAT WESTERN OIL & GAS COMPANY, LLC	3/29/2011	3767435	7N	65W	14,26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 14: W/2W/2 SEC. 26: SW/4, EXCEPTING THEREFROM THAT PORTION OF THE SW/4 BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BK 1624, PG 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B
G. DEAN VAN BUSKIRK AND SHELBY J. VAN BUSKIRK	GREAT WESTERN OIL & GAS COMPANY, LLC	3/29/2011	3767436	7N	65W	14,26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 14: W/2W/2 SEC. 26: SW/4, EXCEPTING THEREFROM THAT PORTION OF THE SW/4 BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BK 1624, PG 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B
ELISABETH A. CARLSON	GREAT WESTERN OIL & GAS COMPANY, LLC	3/29/2011	3767439	7N	65W	14,26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 14: W/2W/2 SEC. 26: SW/4, EXCEPTING THEREFROM THAT PORTION OF THE SW/4 BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BK 1624, PG 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B

Original Lessor	Lessee	Lease Date	Reception	TWN	RNG	SEC	County	State	Lease Legal Description
SUSAN K. HOUGHEN AND JACK L. HOUGHEN	GREAT WESTERN OIL & GAS COMPANY, LLC	3/29/2011	3767440	7N	65W	14,26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 14: W/2W/2 SEC. 26: SW/4, EXCEPTING THEREFROM THAT PORTION OF THE SW/4 BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, SAID OWL CREEK EXTENSION DITCH BEING MORE PARTICULARLY DESCRIBED IN BK 1624, PG 458 OF THE RECORDS OF WELD COUNTY, COLORADO ALSO ALL THAT PART OF THE SE, FURTHER DESC BY M/B
JEFFREY FRANKS AND CHRISTINE A. FRANKS	GREAT WESTERN LEASING, LLC	4/8/2011	3777313	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: SW/4, EXCEPTING THEREFROM, THAT PORTION OF THE SW/4 BEING SOUTH AND EAST OF THE OWL CREEK EXTENSION DITCH, FURTHER DESC BY DEED REFS; ALSO ALL THAT PART OF THE SE/4 FURTHER DESC BY M/B
KARI LEGLER AND JASON LEGLER	GREAT WESTERN OIL & GAS COMPANY, LLC	4/14/2011	3767444	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: LOT B OF RECORDED EXEMPTION #0709-26-3-RE95, RECORDED 12/14/1973 IN BOOK 705 AT RECEPTION #1626567, BEING A PART OF THE SW/4
SUSAN DURHAM	GREAT WESTERN OIL & GAS COMPANY, LLC	4/14/2011	3767445	7N	65W	26	Weld	CO	TOWNSHIP 7 NORTH, RANGE 65 WEST, 6TH P.M. SEC. 26: A TRACT OF LAND LOCATED IN THE SW, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE W LINE OF THE SW TO BEAR S00°13'20 W AND ALL BEARINGS CONTAINING HEREIN RELATIVE THERETO: BEGINNING AT THE W1/4 CORNER OF SAID SEC 26; THENCE ALONG THE W LINE OF THE SW S00°13'20 W 416.21 FT; LEAVING THE W LINE OF THE SW S85°09'21 E 509.90 FT; THENCE N04°50'37 E 412.63 FT TO THE N LINE OF THE SW OF SAID SEC 26; THENCE N84°55'14 W 543.44 FT TO THE POB.

EXHIBIT A-2

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED APRIL 22, 2015 FROM GRIZZLY PETROLEUM COMPANY, LLC AND GREAT WESTERN OPERATING COMPANY, LLC (COLLECTIVELY "ASSIGNOR") TO BAYSWATER EXPLORATION & PRODUCTION, LLC, BAYSWATER BLENHEIM HOLDINGS LLC AND BAYSWATER BLENHEIM HOLDINGS II, LLC, (COLLECTIVELY "ASSIGNEE")

Wells

Name	TWP	RNG	SEC	Operator	API	St	Co
HARRELL 4-11	5N	65W	4	GREAT WESTERN OPERATING CO LLC	512325919	CO	Weld
HARRELL 4-12	5N	65W	4	GREAT WESTERN OPERATING CO LLC	512325918	CO	Weld
HARRELL 4-52	5N	65W	4	GREAT WESTERN OPERATING CO LLC	512330738	CO	Weld
ANDREWS 26-13	7N	65W	26	GREAT WESTERN OPERATING CO LLC	512336035	CO	Weld
ANDREWS 26-14	7N	65W	26	GREAT WESTERN OPERATING CO LLC	512336038	CO	Weld
ANDREWS 26-23	7N	65W	26	GREAT WESTERN OPERATING CO LLC	512336036	CO	Weld
ANDREWS 26-24	7N	65W	26	GREAT WESTERN OPERATING CO LLC	512336037	CO	Weld
ANDREWS 26-53	7N	65W	26	GREAT WESTERN OPERATING CO LLC	512336039	CO	Weld
BOOTH 24-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512336077	CO	Weld
BOOTH 25-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512336072	CO	Weld
MAGNUSON 231-221	7N	66W	23, 22	PDC ENERGY INC	512335275	CO	Weld
BOOTH 9-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512334536	CO	Weld
BOOTH 10-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512334537	CO	Weld
BOOTH 20-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512334530	CO	Weld
BOOTH 29-23	7N	65W	23	BAYSWATER EXPL & PROD LLC	512335954	CO	Weld
BOOTH 30-23	7N	65W	23	BAYSWATER EXPL & PROD LLC	512335927	CO	Weld
BOOTH 15-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512334532	CO	Weld
BOOTH 16-26	7N	65W	26	BAYSWATER EXPL & PROD LLC	512334540	CO	Weld

EXHIBIT A-3

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED APRIL 22, 2015 FROM GRIZZLY PETROLEUM COMPANY, LLC AND GREAT WESTERN OPERATING COMPANY, LLC (COLLECTIVELY "ASSIGNOR") TO BAYSWATER EXPLORATION & PRODUCTION, LLC, BAYSWATER BLENHEIM HOLDINGS LLC AND BAYSWATER BLENHEIM HOLDINGS II, LLC, (COLLECTIVELY "ASSIGNEE")

Wells

Ref No.	Well Name	API	Operator	TWP	RNG	SEC	Formation
40312	BOOTH G-26H	5123360820000	BAYSWATER EXPLORATION & PROD	7N	65W	26	Niobrara
40313	BOOTH H-26H	5123360790000	BAYSWATER EXPLORATION & PROD	7N	65W	26	Codeil
40314	BOOTH I-26H	5123360830000	BAYSWATER EXPLORATION & PROD	7N	65W	26	Niobrara
40315	BOOTH J-26H	5123360870000	BAYSWATER EXPLORATION & PROD	7N	65W	26	Niobrara
40316	BOOTH K-26H	5123360760000	BAYSWATER EXPLORATION & PROD	7N	65W	26	Niobrara

EXHIBIT A-4

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED APRIL 22, 2015 FROM GRIZZLY PETROLEUM COMPANY, LLC AND GREAT WESTERN OPERATING COMPANY, LLC (COLLECTIVELY "ASSIGNOR") TO BAYSWATER EXPLORATION & PRODUCTION, LLC, BAYSWATER BLENHEIM HOLDINGS LLC AND BAYSWATER BLENHEIM HOLDINGS II, LLC, (COLLECTIVELY "ASSIGNEE")

Contracts

Joint Operating Agreements:

MODEL FORM OPERATING AGREEMENT DATED OCTOBER 3, 2011 - GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR) CONTRACT AREA: W2NW SEC 4-T5N-R65W - HARRELL 4-11 AND 4-12 WELLS
MODEL FORM OPERATING AGREEMENT DATED OCTOBER 8, 2009 - GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR) CONTRACT AREA: NW SEC 4-T5N-R65W - HARRELL 4-52
MODEL FORM OPERATING AGREEMENT DATED SEPTEMBER 1, 2012 - PDC ENERGY INC (OPERATOR) CONTRACT AREA: E2E2 SEC 22 AND W2W2 SEC 23-T7N-R65W - LIMITED TO WELLBORE OF THE MAGNUSON 231-221 (NIOBRARA FORMATION)
MODEL FORM OPERATING AGREEMENT DATED SEPTEMBER 1, 2011 - BAYSWATER EXPLORATION & PRODUCTION, LLC (OPERATOR) CONTRACT AREA: SE SEC 26-T7N-R65W (BOOTH 20-26)
MODEL FORM OPERATING AGREEMENT DATED SEPTEMBER 1, 2011 - BAYSWATER EXPLORATION & PRODUCTION, LLC (OPERATOR) CONTRACT AREA: N2SE SEC 26-T7N-R65W (BOOTH 9-28 AND 10-26)
MODEL FORM OPERATING AGREEMENT DATED AUGUST 31, 2012 - BAYSWATER EXPLORATION & PRODUCTION, LLC (OPERATOR) CONTRACT AREA: S2SW SEC 14 AND N2NW SEC 23-T7N-R65W (BOOTH 30-23)
MODEL FORM OPERATING AGREEMENT DATED AUGUST 31, 2012 - BAYSWATER EXPLORATION & PRODUCTION, LLC (OPERATOR) CONTRACT AREA: SWSW SEC 14, SESE SEC 15, NENE SEC 22, AND NWNW SEC 23-T7N-R65W (BOOTH 29-23)
MODEL FORM OPERATING AGREEMENT DATED AUGUST 13, 2012 - BAYSWATER EXPLORATION & PRODUCTION, LLC (OPERATOR) CONTRACT AREA: SENW, SWNE, NESW, NWSE SEC 26-T7N-R65W (BOOTH 25-26)
MODEL FORM OPERATING AGREEMENT DATED AUGUST 13, 2012 - BAYSWATER EXPLORATION & PRODUCTION, LLC (OPERATOR) CONTRACT AREA: S2NE, N2SE SEC 26-T7N-R65W (BOOTH 24-25)
MODEL FORM OPERATING AGREEMENT DATED AUGUST 20, 2102 - GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR) E2SW SEC 26-T7N-R65W - ANDREWS 26-23 AND 26-24WELLS CONTRACT AREA:
MODEL FORM OPERATING AGREEMENT DATED AUGUST 20, 2102 - GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR) SW SEC 26-T7N-R65W - ANDREWS 26-53 CONTRACT AREA:
MODEL FORM OPERATING AGREEMENT DATED AUGUST 20, 2102 - GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR) W2SW SEC 26-T7N-R65W - ANDREWS 26-13 AND 26-14WELLS CONTRACT AREA:

Gas Purchase Contract:

GAS PURCHASE AND PROCESSING AGREEMENT DATED MARCH 1, 2008, BETWEEN DCP MIDSTREAM, LP, A DELAWARE LIMITED PARTNERSHIP (BUYER/PROCESSOR), AND GREAT WESTERN OIL AND GAS COMPANY, LLC (SELLER)
AMENDMENT TO GAS PURCHASE AND PROCESSING AGREEMENT DATED OCTOBER 1, 2013, BETWEEN DCP MIDSTREAM, LP, A DELAWARE LIMITED PARTNERSHIP (BUYER/PROCESSOR), AND GREAT WESTERN OIL AND GAS COMPANY, LLC (SELLER)

Exhibit A-5

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED APRIL 22, 2015 FROM GRIZZLY PETROLEUM COMPANY, LLC AND GREAT WESTERN OPERATING COMPANY, LLC (COLLECTIVELY "ASSIGNOR") TO BAYSWATER EXPLORATION & PRODUCTION, LLC, BAYSWATER BLLENHEIM HOLDINGS LLC AND BAYSWATER BLLENHEIM HOLDINGS II, LLC, (COLLECTIVELY "ASSIGNEE")

Surface Rights

Surface Use Agreements

Description
SURFACE USE AGREEMENT DATED JULY 19, 2011 BY AND BETWEEN MARK ANDREWS (OWNER) AND GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR). MEMORANDUM OF SURFACE DAMAGE AND RELEASE AGREEMENT RECORDED AUGUST 18, 2011 AT RECEPTION NO. 3786406, WELD COUNTY, COLORADO
SURFACE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT DATED JUNE 13, 2014 BETWEEN ANN MCELROY SHERLEY (GRANTOR) AND GREAT WESTERN OPERATING COMPANY, LLC (GRANTEE). MEMORANDUM OF AGREEMENT RECORDED JUNE 17, 2014 AT RECEPTION NO. 4024097, WELD COUNTY, COLORADO.
SURFACE USE AGREEMENT DATED MAY 21, 2008 BY AND BETWEEN ANN MCELROY SHERLEY AND EVELYN H. MCELROY (OWNER) AND GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR). (NOT RECORDED)
SURFACE USE AGREEMENT DATED MARCH 12, 2008 BY AND BETWEEN BRIAN G. HARRELL (OWNER) AND GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR). (NOT RECORDED) * SUBJECT TO PARTIAL ASSIGNMENT OF SURFACE USE AGREEMENT DATED SEPTEMBER 25, 2014 BETWEEN BETWEEN GREAT WESTERN OIL & GAS COMPANY, LLC TO BAYSWATER EXPLORATION & PRODUCTION, LLC * SUBJECT TO ASSIGNMENT OF SURFACE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT DATED SEPTEMBER 25, 2014 BETWEEN GREAT WESTERN OIL & GAS COMPANY, LLC TO BAYSWATER EXPLORATION & PRODUCTION, LLC
SURFACE USE AGREEMENT DATED JUNE 29, 2008 BY AND BETWEEN BRIAN G. HARRELL (OWNER) AND GREAT WESTERN OIL AND GAS COMPANY, LLC (OPERATOR). (NOT RECORDED) * SUBJECT TO PARTIAL ASSIGNMENT OF SURFACE USE AGREEMENT DATED SEPTEMBER 25, 2014 BETWEEN BETWEEN GREAT WESTERN OIL & GAS COMPANY, LLC TO BAYSWATER EXPLORATION & PRODUCTION, LLC * SUBJECT TO ASSIGNMENT OF SURFACE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT DATED SEPTEMBER 25, 2014 BETWEEN GREAT WESTERN OIL & GAS COMPANY, LLC TO BAYSWATER EXPLORATION & PRODUCTION, LLC