

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Piceance Energy, LLC
1512 Larimer Street, Suite 1000
Denver, Colorado 80202
Attention: Linda Osminer

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

[Rio Blanco County, Colorado]

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “Assignment”), dated effective March 31, 2015 at 7:00 a.m. local time where the Assets (defined below) are located (the “Effective Time”), is from MESA ENERGY PARTNERS, LLC, a Delaware limited liability company (“Assignor”), with the address of 1001 Seventeenth Street, Suite 1140, Denver, Colorado 80202 and MESA PICEANCE LLC a Delaware limited liability company (“Mesa”), a wholly owned subsidiary of Assignor, to PICEANCE ENERGY, LLC, a Delaware limited liability company (“Assignee”), with the address of 1512 Larimer Street, Suite 1000, Denver, Colorado 80202.

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Mesa hereby sell, assign, transfer, grant, bargain, and convey to Assignee all of Assignor’s and Mesa’s right, title and interest, in and to the Assets (as defined below).

1.1 As used in this Assignment, the term “Assets” refers to all of Assignor’s and Mesa’s right, title and interest in and to the following real and personal property interests:

- (a) The oil and gas leases described on Exhibit A-1 (the “Leases”) and the lands covered thereby as to all depths (the “Leased Lands”), and all royalty, overriding royalty, net profits and Hydrocarbon mineral fee interests in the Leases or the Leased Lands as to all depths.
- (b) The units described on Exhibit A-1, and all existing and effective unitization, pooling and communitization agreements, declarations and orders covering any of the Leased Lands (the Leased Lands, together with all other lands covered by such agreements, declarations and orders, are herein called the “Lands”).
- (c) All oil, gas and other hydrocarbons and products (“Hydrocarbons”), in, on or under or that may be produced from the Lands.
- (d) The oil and gas wells described on Exhibit A-2 (the “Wells”), and all personal property and equipment associated with the Wells.

(e) To the extent transferable, all Hydrocarbon sales, purchase, gathering and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments relating to the interests described in Sections 1.1(a), 1.1(b), 1.1(c) or 1.1(d), including the agreements described on Exhibit B (the “Material Agreements”), only insofar as they cover or relate to the Wells, Leases and Lands, excluding any insurance contracts.

(f) All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, surface use agreements (including the rights-of-way, easements and surface use agreements described on Exhibit A-3), and other surface rights, tanks, boilers, buildings, improvements, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, treatment and processing facilities and all other appurtenances and facilities located on or used or obtained for use as of the Effective Time in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or water produced from Wells or Lands, including the personal property, vehicles and equipment specifically described on Exhibit A-4 (the “Equipment”).

(g) All seismic data and information relating to the Lands, together with all rights to maps and geologic data, in both physical and electronic form, relating to the Lands.

(h) The files, records, data and information relating to the items described in Sections 1.1(a) through 1.1(g) maintained by or in the possession of Assignor or Mesa (the “Records”), including accounting files, lease files, land files, well files, gas, oil and other hydrocarbon sales contract files, gas gathering and processing files, division order files, abstracts, and title opinions.

1.2 Notwithstanding the foregoing, the Assets do not include, and there is excepted, reserved and excluded from the assignment contemplated hereby, (a) any accounts receivable accruing or attributable to the period before the Effective Time, (b) all production of Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time and all proceeds attributable thereto, (c) any refund of costs, taxes or expenses borne by Assignor, Mesa or their predecessors in title attributable to the period prior to the Effective Time, and (d) 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 of time prior to the Effective Time.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

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

A. This Assignment is executed without warranty of any kind, either express or implied, except Assignor and Mesa, jointly and severally, specially warrant and agree to defend Assignor’s title to the Assets, subject to the Permitted Encumbrances, against the lawful claims

and demands of all persons claiming or to claim the same or any part thereof by, through or under either of Assignor or Mesa, but not otherwise.

B. THE SPECIAL WARRANTY OF TITLE AS SET FORTH IN PARAGRAPH A ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ASSIGNOR AND MESA EXPRESSLY DISCLAIM ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN PARAGRAPH A, THE ASSETS ARE BEING CONVEYED PURSUANT HERETO WITHOUT (A) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (I) TITLE TO THE ASSETS, THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, (II) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, (III) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS OR THE ABILITY OR POTENTIAL OF THE ASSETS TO PRODUCE HYDROCARBONS, (IV) THE ENVIRONMENTAL CONDITION OF THE ASSETS, BOTH SURFACE AND SUBSURFACE, (V) ANY IMPLIED OR EXPRESS WARRANTY OF NON-INFRINGEMENT, OR (VI) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR MESA OR BY ASSIGNOR'S OR MESA'S AGENTS OR REPRESENTATIVES, OR (B) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE ASSETS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NORM. ASSIGNEE IS RELYING SOLELY UPON THE TERMS OF THIS ASSIGNMENT AND ITS OWN INSPECTION OF THE ASSETS, AND ASSIGNEE HEREBY ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION.

C. This Assignment is being made pursuant to the terms of the Purchase and Contribution Agreement dated as of July 31, 2015, between Mesa and Assignee (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings given 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, Mesa and Assignee intend that the terms of the Agreement remain separate and distinct from and not merge into the terms of this Assignment.

D. Assignee shall, to the extent permitted by law, be subrogated to Assignor's and Mesa's rights in and to warranties given with respect to the Assets. Assignor and Mesa hereby grant and transfer 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 and warranties, if any, which Assignor or Mesa is entitled to enforce with respect to the Assets.

E. The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's and Mesa's special limited warranty given in paragraph A above, and such references shall not be deemed to ratify or create any rights in third parties.

F. Subject to the terms of the Agreement, Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets as to matters relating to compliance with environmental laws and all other matters relating to periods after the Effective Time.

G. Separate assignments of the Assets may be executed on officially approved forms by Assignor and Mesa to Assignee, 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.

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

I. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

J. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county or counties in which the Assets are located.

[Signature Page Follows]

EXECUTED on the dates contained in the acknowledgments of this Assignment, to be effective for all purposes as of the Effective Time.

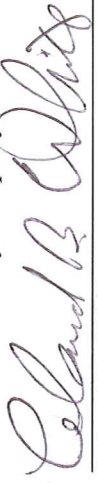
ASSIGNOR:

MESA ENERGY PARTNERS, LLC
a Delaware limited liability company

By: 
Name: James E. Schroeder
Title: President and CEO

MESA:

MESA PICEANCE LLC
a Delaware limited liability company

By: 
Name: Leland B. White
Title: Chief Executive Officer and President

ASSIGNEE:

PICEANCE ENERGY, LLC
a Delaware limited liability company

By: 
Name: Robert S. Boswell
Title: Chairman and Chief Executive Officer

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

)

This instrument was acknowledged before Tina Gyroakis, Notary Public, State of Colorado, on May 12, 2018, at the County of Denver, Colorado.

Witnessed at

City of

Tina Gyroakis

01/19/2018

19

01/19/2018



01/19/2018

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me this 30th day of July, 2015 by Robert S. Boswell, Chairman and Chief Executive Officer of Piceance Energy, LLC, a Delaware limited liability company, on behalf of said company.

Witness my hand and official seal.

Tamara J. Corder
Notary Public

My commission expires: 01/19/2018

(SEAL)

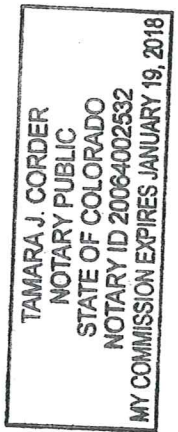


EXHIBIT A-1
Leases and Lands

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.....	Lessor.....	Lessee.....	Lease date.....	Book.....	Page.....	Ref.....	Description.....
COL100	USA COC 10892	SCHUH, EDWARD J	06/01/70	383	772	184861	T1S R99W, 6TH PM SEC 2: LOTS 3, 4, S2, S2NW SEC 3: LOTS 1, 2, 3, 4, S2N2, S2 (ALL) SEC 11: N2
COL103	USA COC 57296	DAVID M MUNSON INC	12/01/94				INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T1S R99W, 6TH PM SEC 10: W2E2, W2, SESE
COL106	USA COC 60754	CAPSTONE ASSOCIATES INC	10/01/97			280515	T1S R99W, 6TH PM SEC 1: S2NE, LOTS 1-2 SEC 10: E2NE, NESE SEC 13: W2, W2SE, SESE SEC 14: E2, E2W2, MNW, SWSW
COL109	USA COC 62815	Coastal Oil & Gas Corp	06/01/99			279422	T1S R99W, 6TH PM SEC 1: LOTS 5-20 (ALL) SEC 2: LOTS 13-20 (S2)
COL110	USA COC 62816	Coastal Oil & Gas Corp	06/01/99			279422	T1S R99W, 6TH PM SEC 11: LOTS 4-7 SEC 12: LOTS 1-4 SEC 13: E2, E2NW, NESW SEC 14: NW
COL111	USA COC 63730	COASTAL OIL & GAS CORP	06/01/00				T1S R98W, 6TH PM SEC 6: LOT 23 SEC 7: LOTS 2, 3, E2NE, NESE SEC 8: W2NE, NW, N2SW
COL112	USA COC 63731	COASTAL OIL & GAS CORP	06/01/00	590	959	277194	T1S R99W, 6TH PM SEC 3: S2 SEC 10: LOTS 1-12, N2NE SEC 12: S2N2 SEC 15: NW, SE, LOTS 1-8
COL114	USA COC 64203	COASTAL OIL & GAS CORPORATION	12/01/00				INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T1S R99W, 6TH PM SEC 13: NE, NESE SEC 15: N2, SW, W2SE
COL115	USA COC 64204	COASTAL OIL & GAS CORP,	12/01/00			279421	T1S R99W 6TH PM SEC 1: LOTS 3-4, S2NW, S2 SEC 2: LOTS 1-2, S2NE

EXHIBIT A-1
Leases and Lands

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.....	Lessor.....	Lessee.....	Lease date.....	Book.....	Page.....	Ref.....	Description.....
CO1118	USA COC 64838	EL PASO PRODUCTION O&G CO	06/01/01		281402		T1S R99W, 6TH PM SEC 34: S2SW, E2NE SEC 35: NWNE, N2NW, SESW, SE SEC 12: ALL SEC 11: S2
CO1119	USA COC 64841	EL PASO PRODUCTION O&G CO	06/01/01				T1S R99W, 6TH PM SEC 25: SW, W2SE, N2, SESE SEC 26: ALL SEC 27: E2, E2NW, MNW SEC 36: E2, E2NW, SWNW, SW
CO1121	EXXON MOBIL CORPORATION	ENCANA OIL & GAS (USA) INC	09/01/05		296884 293725 283431 310260		T1S R99W, 6TH PM SEC 11: S2NE, NESW, NWSE LIMITED TO DEPTHS BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE "ORANGE MARKER" WITHIN THE GARDEN GULCH MEMBER OF THE GREEN RIVER FORMATION, SUCH DEPTH BEING THE STRATIGRAPHIC EQUIVALENT OF 2,105 FEET IN THE SKELLY OIL COMPANY #1 DRY FORK UNIT WELL IN THE SWNWSE OF SECTION 25, T4S-R97W, GARFIELD COUNTY, COLORADO.
CO1122	USA COC 66736	DENNIS R LOPEZ	12/01/03	591	661	277412	T1S R99W, 6TH PM SEC 10: Lots 13, 14 SEC 11: Lots 8-11 SEC 12: S2S2 SEC 13: SESW, W2W2 SEC 14: E2, SW
CO1159	USA COC 62812	COASTAL OIL & GAS CORP	06/01/99				T1S R98W, 6TH PM SEC 6: Lots 8-15
CO1160	USA COC 67206	EDWARD J SCHUH	06/01/70	383	772	184861	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T1S R99W, 6TH PM SEC 34: N2SW, SE
CO1162	ALICE LAVONN CHRISTIE	MESA ENERGY PARTNERS, LLC	06/28/13			306989	T1S R99W, 6TH PM SEC 35: NENE, S2NE, S2NW, N2SW SEC 36: MNW

EXHIBIT A-1
Leases and Lands

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.....	Lessor.....	Lessee.....	Lease date.....	Book.....	Page.....	Ref.....	Description.....
COL167	USA CDC 73873	YATES PETROLEUM CORP	06/01/13				T1S R99W, 6TH PM SEC 14: SWNW, NWSW SEC 15: E2SE T1S R99W, 6TH PM SEC 22: LOTS 1, 2, N2NE SEC 23: N2, S2SW, SE SEC 24: W2, SE SEC 27: SWNW, N2SW SEC 28: NENE, S2NE FROM THE SURFACE DOWN TO AND INCLUDING THE CASTLEGATE SAND AS DEFINED AS THE STRATIGRAPHIC EQUIVALENT OF 10,500' AS DRILLED IN ENCANA'S CANARY NO. 1 WELL, LOCATED IN SEC 10-15-99W

EXHIBIT A-2
Wells

Well Name	WI/NRI	API#	Legal
BDU 6606B F11X 199 Injection Well	100% / 80%	05-103-11603-01	Lot 6 of Section 11- Township 1 South, Range 99 West
BDU 6607B G11 299	100% / 80%	05-103-11601-00	SWNE of Section 11- Township 2 South, Range 99 West
BDU 6606A F01 199	100% / 81.479%	05-103-11602-00	Lot 7 of Section 1- Township 1 South, Range 99 West
BDU 1-2-199	100% / 81.479%	05-103-11759-00	Same pad as above
Canary 6601 (shut in)	100% / 80%	05-103-10384-00	SENE of Section 10- Township 1 South, Range 99 West
BDU 13-8-199	100% / 80%	05-103-11760-00	SENE of Section 13- Township 1 South, Range 99 West
BDU 1-9-299	100% / 80%	05-103-11769-00	NENE of Section 1- Township 2 South, Range 99 West

EXHIBIT A-3
Rights-of-Way, Easements and Surface Leases

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.....	Lessor.....	Lessee.....	Lease date.....	Book.....	Page.....	Ref.....	Description.....
CO1124-ROW	USA COC 74153	MESA ENERGY PARTNERS, LLC	01/21/10				T1N-R99W, 6TH PM SEC 35: LOTS 13, 19 & 20 SEC 36: LOTS 16 & 17 ROW FOR A 30' WIDE, 3,550' LONG AND CONTAINS 2.445 ACRES, MORE OR LESS FOR A 4-INCH NATURAL GAS PIPELINE TO SERVE THE BDU 6606A F01 199 WELL. T1S-R99W, 6TH PM SEC 2: LOTS 5,6,10,11,14,15,19 & 20 SEC 11: LOTS 1 & 2 AMENDED FOR A 30' WIDE, 10,060' LONG ROW & CONTAINS. 6.928 ACRES, MORE OR LESS. T1N-R98W, 6TH PM SEC 31: LOT 7 , NESW T1N-R99W, 6TH PM SEC 36: LOTS 13 TO 16 INCLUSIVE ROW AMENDED ON 12/17/14 FOR A PERMIT AREA 30' WIDE, 8,400' LONG, CONTAINING 5.79 ACRES, MORE OR LESS, FOR AN 8-INCH BURIED NATURAL GAS PIPELINE AND RELATED FACILITIES. THE TOTAL ROW NOW AUTHORIZED UNDER THIS GRANT IS 22,010 ' LONG, 30' WIDE & CONTAINS 15.16 ACRES, MORE OR LESS. T1N-R99W, 6TH PM SEC 36: LOTS 16 & 17 ACCESS ROAD ROW TO SERVICE BDU 6606A F01 199 PAD.
CO1125-ROW	USA COC 74152	MESA ENERGY PARTNERS, LLC	01/21/10				T1N-R99W, 6TH PM SEC 35: LOTS 13, 19 & 20 SEC 36: LOTS 16 & 17 ROW FOR A 15' WIDE, 3,550' LONG AND CONTAINS 1.222 ACRES, MORE OR LESS FOR A 12 INCH WATER PIPELINE TO SERVE THE BDU 6606A F01 199 PAD.
CO1126-ROW	USA COC 74215	MESA ENERGY PARTNERS, LLC	01/21/10				T1N-R99W, 6TH PM SEC 35: LOTS 13, 19 & 20 SEC 36: LOTS 16 & 17 ROW FOR A 15' WIDE, 3,550' LONG AND CONTAINS 1.222 ACRES, MORE OR LESS FOR A 12 INCH WATER PIPELINE TO SERVE THE BDU 6606A F01 199 PAD.

EXHIBIT A-3
Rights-of-Way, Easements and Surface Leases

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.	Lessor	Lessee	Lease date	Book	Page	Ref.	Description				
CO1132-ROW	USA COC 74729	MESA ENERGY PARTNERS, LLC	04/07/11	T1S-R98W, 6TH PM SEC 19: LOTS 2 & 3, E2SW, SWSE SEC 29: SWNW, S2SW SEC 30: N2NE, SENE T2S-R98W, 6TH PM SEC 6: LOTS 2, 3, & 5, SENW T1S-R99W, 6TH PM SEC 11: LOTS 10 & 11 SEC 13: W2NW, SENW, E2SW, SWSE SEC 14: NENE SEC 24: N2NE, SENE, NESE ROW TO CONSTRUCT, OPERATE, MAINTAIN AND TERMINATE A 4-INCH WATER PIPELINE FOR THE BUCKHORN DRAW UNIT GATHERING SYSTEM, ROW AREA GRANTED IS 15 FEET WIDE, 36,400 FEET LONG AND CONTAINS 12.5 ACRES, MORE OR LESS.							
CO1133-ROW	USA COC 74909	MESA ENERGY PARTNERS LLC	08/31/11				ROW TO OPERATE, MAINTAIN, AND TERMINATE A 4-INCH NATURAL GAS PIPELINE TO SERVE THE BUCKHORN DRAW UNIT 1-9-299 WELL PAD. THE ROW AREA GRATED HEREIN IS 25 FEET WIDE, 1,345 FEET LONG, AND CONTAINS 0.77 ACRES, MORE OR LESS. T2S-R98W, 6TH PM SECTION 6: LOT 5				
CO1134-ROW	USA COC 74910	MESA ENERGY PARTNERS LLC	08/31/11				ROW TO CONSTRUCT, OPERATE, MAINTAIN, AND TERMINATE A 4-INCH WATER PIPELINE TO SERVE THE BUCKHORN DRAW UNIT 1-9-299 WELL. THE ROW GRANTED IS 15 FEET WIDE, 1,345 FEET LONG, AND CONTAINS 0.46 ACRES, MORE OR LESS. THE ROW WILL				

EXHIBIT A-3

Rights-of-Way, Easements and Surface Leases

State: Colorado

Prospect: Buckhorn Draw

Lease no.....	Lessor.....	Lessee.....	Lease date.....	Book.....	Page.....	Ref.....	Description.....
COL150-ROW	USA COC 74728	MESA ENERGY PARTNERS, LLC	04/07/11				BE LOCATED WITHIN THE ASSOCIATED NATURAL GAS PIPELINE ROW COC74909. T1S-R98W, 6TH PM SEC 19: LOTS 2 & 3, E2SW, SWSE SEC 29: SWNW, S2SW SEC 30: N2NE, SENE T2S-R98W, 6TH PM SEC 6: LOTS 2, 3, & 5, SENW T1S-R9W, 6TH PM SEC 11: LOTS 10 & 11 SEC 13: W2NW, SENW, E2SW, SWSE SEC 14: NENE SEC 24: N2NE, SENE, NESE ROW TO CONSTRUCT, OPERATE, MAINTAIN AND TERMINATE 6-INCH AND 8-INCH NATURAL GAS PIPELINES, BOOSTING STATION, AND RELATED FACILITIES WHICH CROSS FEDERAL LANDS DESCRIBED ABOVE. ROW AREA GRANTED HEREIN IS 25 FEET WIDE, 36,400 FEET LONG FOR THE PIPELINES AND 3.5 ACRES FOR THE BOOSTING STATION, CONTAINING 24.39 ACRES, MORE OR LESS. T1S R98W, 6TH PM SEC 19: LOT 3 THIS ROW GIVES THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND TERMINATE A 6-INCH NATURAL GAS PIPELINE TO SERVE THE BUCKHORN DRAW UNIT 25-1-199 WELL PAD. THE ROW IS 770' LONG, 25' WIDE AND CONTAINS 0.44 ACRES, MORE OR LESS, FOR THE PERMANENT ROW. T1S R98W, 6TH PM SEC 19: LOT 3 THIS ROW RECEIVES A RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, AND TERMINATE A 4-INCH WATER PIPELINE TO SERVE THE BUCKHORN DRAW UNIT 25-1-199 WELL, WHICH CROSSES THE ABOVE DESCRIBED LANDS. THIS ROW IS 770' LONG, 15' WIDE, AND CONTAINS 0.27 ACRES, MORE OR LESS, FOR THE PERMANENT ROW. THE ROW WILL BE LOCATED WITHIN THE ASSOCIATED NATURAL GAS PIPELINE ROW COC75212. T1S R98W, 6TH PM SEC 29: N2SW4 SEC 31: SENE, NESE;S2SE SEC 32: W2NW
COL153-ROW	USA COC75212	MESA ENERGY PARTNERS, LLC	02/02/12				
COL154-ROW	USA COC 75213	MESA ENERGY PARTNERS, LLC	02/02/12				
COL161-ROW	SHELL FRONTIER OIL & GAS INC	MESA ENERGY PARTNERS, LLC	05/03/11				

EXHIBIT A-3
Rights-of-Way, Easements and Surface Leases

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.....	Lessor.....	Lessee.....	Lease date.....	Book.....	Page.....	Ref.....	Description.....
CO1165-ROW	USA COC76428	MESA ENERGY PARTNERS, LLC	04/21/14				THIS IS A NON-EXCLUSIVE EASEMENT, UP TO 35 FEET IN WIDTH, FOR THE PURPOSE TO LAY, LOCATE, CONSTRUCT, MAINTAIN, INSPECT, ALTER, REPAIR, OPERATE AND PROTECT AN 8-INCH & 6-INCH NATURAL GAS PIPELINE & A 4-INCH LIQUIDS PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS, PETROLEUM, PETROLEUM PRODUCTS, LIQUIDS & DERIVATIVES UPON & ALONG A ROUTE TO BE MUTUALLY SELECTED BY THE PARTIES ON, OVER, ACROSS & THROUGH LANDS OWNED BY GRANTOR. THIS ROW GIVES THE RIGHT TO OPERATE, MAINTAIN, AND TERMINATE THE BUCKHORN DRAW UNIT 66068 FIX 199 WELL AS A PRODUCED WATER DISPOSAL WELL AND ASSOCIATED ACCESS ROAD ON PUBLIC LANDS. THIS ROW IS FOR THE ACCESS ROAD IS 25' WIDE, 1,100' LONG AND CONTAINS 0.631 ACRES, MORE OR LESS. THE SITE FACILITY FOR THE WATER DISPOSAL WELL IS 210' X 390' & CONTAINS 1.88 ACRES, MORE OR LESS. THE TOTAL ROW AREA CONTAINS 2.511 ACRES, MORE OR LESS. THIS ROW GIVES THE RIGHT TO OPERATE, MAINTAIN, AND TERMINATE THE BUCKHORN DRAW UNIT 66068 FIX 199 WELL AS A PRODUCED WATER DISPOSAL WELL ON PUBLIC LANDS. THIS ROW OR PERMIT AREA GRANTED HEREIN IS 15' WIDE, 1,100' LONG AND CONTAINS 0.379 ACRES, MORE OR LESS T1S R99W, 6TH PM SEC 11: LOT 6
CO1166-ROW	USA COC76429	MESA ENERGY PARTNERS, LLC	04/21/14				THIS ROW GIVES THE RIGHT TO OPERATE, MAINTAIN, AND TERMINATE A WATER PIPELINE TO SERVE THE BUCKHORN DRAW UNIT 66068 FIX 199 DISPOSAL WELL AS A PRODUCED WATER DISPOSAL WELL ON PUBLIC LANDS. THE ROW OR PERMIT AREA GRANTED HEREIN IS 15' WIDE, 1,100' LONG AND CONTAINS 0.379 ACRES, MORE OR LESS T1S R99W, 6TH PM SEC 11: LOT 6
CO1168-ROW	EXXON MOBIL CORPORATION	ENCANA OIL AND GAS (USA) INC.	08/25/03	301218			THIS ROW GIVES THE RIGHT TO OPERATE, MAINTAIN, AND TERMINATE A WATER PIPELINE TO SERVE THE BUCKHORN DRAW UNIT 66068 FIX 199 DISPOSAL WELL AS A PRODUCED WATER DISPOSAL WELL ON PUBLIC LANDS. THE ROW OR PERMIT AREA GRANTED HEREIN IS 15' WIDE, 1,100' LONG AND CONTAINS 0.379 ACRES, MORE OR LESS T1S R99W, 6TH PM SEC 11: S2NE, NWSE, NESW
CO1169-ROW	USA COC 74597	MESA ENERGY PARTNERS LLC	12/16/10				T2S-R98W, 6TH PM SECTION 6: LOT 5
CO1170-ROW	USA COC 76776	MESA ENERGY PARTNERS, LLC	12/17/14				ACCESS ROAD TO BUCKHORN DRAW UNIT 1-9-299 PAD. GIVES RIGHT TO OPERATE, MAINTAIN & TERMINATE. ROW AREA IS 30 FEET WIDE, 2,000 FEET LONG AND CONTAINS 1.377 ACRES, MORE OR LESS. T1N R98W, 6TH PM

EXHIBIT A-3

Rights-of-Way, Easements and Surface Leases

State: Colorado
Prospect: Buckhorn Draw
County: Rio Blanco

Lease no.....	Lessor.....	Lessee.....	date.....	Book.....	Page....	Ref.....	Description.....
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SEC 31: LOT 7, NESW

T1N-R9W, 6TH PM
SEC 36: LOTS 13-16

THIS ROW IS A TEMPORARY WORK AREA DURING CONSTRUCTION OF THE NATURAL GAS PIPELINE & ASSOCIATED WATER LINE FOR TRANSPORTING OFF-UNIT GAS & WATER FROM WPX BARCUS CREEK UNIT GATHERING SYSTEM TO MESA ENERGY'S BUCKHORN DRAW UNIT GATHERING SYSTEM. AREA GRANTED IS 20 FEET WIDE, 8,400 FEET LONG AND CONTAINS 3.86 ACRES, MORE OR LESS. THIS IS ASSOCIATED WITH ROW COC74153.

T1S-R98W, 6TH PM
SECTION 18: LOTS 2, 3, W2NE, E2NW

ROW TO CONSTRUCT, OPERATE, MAINTAIN, AND TERMINATE AN OFF-UNIT ACCESS ROAD TO SERVE THE BUCKHORN DRAW UNIT 7-16-198 WELL PAD. THE ROW GRANTED HEREIN IS 50' WIDE, 5,000 FEET LONG AND CONTAINS 5.74 ACRES, MORE OR LESS.

T1S-R98W, 6TH PM
SECTION 18: LOTS 2, 3, W2NE, E2NW

ROW TO CONSTRUCT, OPERATE, MAINTAIN, AND TERMINATE AN OFF-UNIT UP TO 8-INCH (MAXIMUM DIAMETER) BURIED NATURAL GAS PIPELINE AND RELATED FACILITIES TO SERVE THE BUCKHORN DRAW UNIT 7-16-198 WELL PAD. THE ROW PERMIT AREA GRANTED IS 50 FEET WIDE, 5,000 FEET LONG AND CONTAINS. 5.74 ACRES, MORE OR LESS.

COL171-ROW USA COC 76297

(Pending ROW)

COL172-ROW USA COC 76298

(Pending ROW)

EXHIBIT A-4				
MAJOR EQUIPMENT LIST				
Location	Description	Size	Manufacturer	
F-01-199 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-01-199 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-01-199 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-01-199 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-01-199 Wellpad	Dual Pak 3 Phase Separator		NATCO	
F-11-X Wellpad	Baldor Skid Mounted Generator	114kw	Baldor	
F-11-X Wellpad	Injection Pump with VSD Controller	T-40	Weatherford	
F-11-X Wellpad	Welded Steel Production Tank with Burner, walkway and stairs	400 Bbl	NATCO	
F-11-X Wellpad	Welded Steel Production Tank with Burner, walkway and stairs	400 Bbl	NATCO	
F-11-X Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-11-X Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-11-X Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-11-X Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
F-11-X Wellpad	Welded Steel Production Tank	400 Bbl	NATCO	
13-08 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
13-08 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
13-08 Wellpad	Three Phase Separator		NATCO	
13-08 Wellpad	Meter House with EFM	2"	J-W Measurement Company	
G-11 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
G-11 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
G-11 Wellpad	Three Phase Separator			
01-09 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
01-09 Wellpad	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
01-09 Wellpad	Three Phase Separator			
01-09 Wellpad	Meter House with EFM		J-W Measurement Company	
SSPF	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
SSPF	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
SSPF	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
SSPF	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
SSPF	Welded Steel Gunbarrel w/ burner	500 Bbl	NATCO	
SSPF	Slug Catcher	6 X 20	HOAD	
SSPF	Vertical Coalescing Filter	24" X 8'	HOAD	
SSPF	Office Unit	12' X 40'	American Portable Buildings	
SSPF	Compressor Building		Sentinal	
SSPF	Meter House with EFM	4"	J-W Measurement Company	
Canary 6601	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
Canary 6601	Welded Steel Production Tank with Burner	400 Bbl	NATCO	
Canary 6601	Three Phase Separator			

EXHIBIT A-4 (2)
Pipelines

Name	Length	Size	Location	Product
	Feet	Inch		
199 Gas Trunk Line	43,000	6	F-01 wellpad to SSPF	Gas
199 Water Trunk Line	43,000	4	F-01 wellpad to SSPF	Water
299 Gas Trunk Line	10,000	6	Questar interconnect to SSPF	Gas
299 Water Trunk Line	10,000	4	Questar interconnect to SSPF	Water
299 Discharge Line	10,000	8	SSPF to Questar interconnect	Gas
F-11 Water Lateral	2,300	4	F-11 wellpad to 199 Water Trunk Line	Water
F-11 Gas Lateral	2,300	4	F-11 wellpad to 199 Gas Trunk Line	Gas
13-08 Gas Lateral	3,900	4	13-08 wellpad to 199 Gas Trunk Line	Gas
13-08 Water Lateral	3,900	4	13-08 wellpad to 199 Water Trunk Line	Water
01-09 Gas Lateral	2,200	4	01-09 to Questar Interconnect	Gas
01-09 Water Lateral	2,200	4	01-09 to Questar Interconnect	Water
G-11 Gas Lateral	8,000	4	G-11 to 01-09	Gas
G-11 Water Lateral	8,000	4	G-11 to 01-09	Water
Canary Gas Lateral	4,000	2	Canary 6601 to Encana gathering (severed)	Gas

EXHIBIT B
Material Agreements

Agreement	Date	Parties
Unit Agreement	4/10/2009	Mesa Energy Partners, LLC, et al
Unit Operating Agreement	4/10/2009	Mesa Energy Partners, LLC, et al
Amended and Restated Ryan Gulch Gas Gathering and Treating Agreement	eff. 11/19/2014	Mesa Energy Partners, LLC/Bargath LLC
Amended and Restated Gas Processing, Dehydrating and Treating Agreement	11/19/2014	Mesa Energy Partners, LLC/Williams Field Services Company, LLC
Lease Agreement for Storage/Shop Container	11/11/2011	Mesa Energy Partners, LLC/William Scottsman
Lease Agreement for Compressor	1/17/2015	Mesa Energy Partners, LLC/Compresso LP