

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("*Assignment*"), dated effective the 1st day of June, 2016 at 12:01 a.m. Mountain Time, is from Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, having an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("*Assignor*"), to Grizzly Petroleum Company, LLC, a Colorado limited liability company, having an address of 1801 Broadway, Suite 500, Denver, Colorado 80202 ("*Assignee*").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, subject to the terms, conditions, provisions, reservations and exceptions hereof, all of Assignor's right, title and interest in and to the following real and personal property interests:

1. The oil and gas leases (the "*Leases*") described in Exhibit A, including all working interests, INsofar AND ONLY INsofar as each Lease covers the lands identified on Exhibit A (the "*Lands*");
2. the unitization, pooling, and communitization agreements, declarations, orders, and the units created thereby relating to the Leases and Lands and any rights, titles, or interests in any pooled acreage, communitized acreage, or units arising on account of the Leases or the Lands having been pooled, communitized, or unitized into such units (the "*Units*");
3. all oil and gas wells, temporarily abandoned wells, and permanently plugged and abandoned wells, including all depths and all formations, located on the Lands, or on Units that include the Lands, including all of the wells described on Exhibit B (collectively, "*Wells*" and together with Leases, Lands, and Units, the "*Properties*");
4. all equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and primarily used or held for use for the production, gathering, treatment and processing (upstream of the flange to the intake valve), injecting, storage, sale, disposal and other handling of Hydrocarbons attributable to the Properties, including any wells, tanks, boilers, buildings, fixtures, pumping units and engines, flow lines, power lines, telephone lines, roads, and other appurtenances, improvements, and facilities related thereto (collectively, the "*Equipment*");
5. to the extent transferable and to the extent that they cover and pertain to the Properties, all surface leases, rights-of-way, and easements described in Exhibit C, along with the permits, licenses, and other surface rights agreements that are primarily related to the use, ownership, or operation of the Properties or Equipment, (collectively, the "*Surface Contracts*");
6. to the extent transferable all existing and effective Applicable Contracts, but only insofar as such contracts pertain exclusively or in part to the Assets and Properties.

The real and personal property interests conveyed in the preceding paragraphs may hereinafter be collectively referred to as the "*Assets*."

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

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

- A. Assignor reserves and retains unto itself all oil, gas, associated hydrocarbons, and other fee minerals owned by Assignor underlying any Lands.
- B. Assignor reserves and retains unto itself all royalty interests, overriding royalty interests, net profits interests, production payments, or other interests measured by or payable out of production of Hydrocarbons associated with the Properties.

- C. Assignor reserves and retains unto itself the fee surface estate covering any of the Lands.
- D. Assignor reserves and retains unto itself the flange to the intake valve at the applicable meter and any and all gathering equipment or infrastructure title in Seller's name located downstream thereof, including without limitation, meters, metering equipment, valves, well connect pipelines, trunk lines, and only to the extent necessary to maintain and operate said equipment and infrastructure, any easements, Surface Contracts or other property rights associated therewith.
- E. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THAT ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.**
- F. **EXCEPT FOR ASSIGNOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND BUYER ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." EXCEPT TO THE EXTENT PROVIDED IN ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AND SALE AGREEMENT DATED AUGUST 30, 2016 (EFFECTIVE JUNE 1, 2016), ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.**
- G. **ASSIGNEE SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE ASSIGNOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LOSSES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ASSIGNEE'S OWNERSHIP OR OPERATION OF THE ASSETS ASSIGNED HEREBY.** The term "Losses" or, in the singular, "Loss," means any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses (including costs and expense of operating the Assets) of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including penalties and interest on any amount payable as a result of any of the foregoing, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing. Without limiting the generality of the foregoing, the term "Losses" specifically includes any and all Losses arising from, attributable to, or incurred in connection with any (1) breach of contract, (2) loss or damage to property, injury to, or death of Persons, and other tortious injury, and (3) violations of applicable laws, including environmental laws,


and any other legal right or duty actionable at law or equity.

- H. 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 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.
- I. This Assignment, Bill of Sale and Conveyance is expressly made subject to the terms, conditions and provisions of the Purchase and Sale Agreement, by and between Kerr-McGee Oil & Gas Onshore LP and Grizzly Petroleum Company, LLC effective June 1, 2016 (the "**Purchase Agreement**"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement.
- J. If there is a conflict between the terms of this Assignment, the Purchase Agreement, the terms of the Purchase Agreement shall control; the terms of the Purchase Agreement shall remain operative in their entirety and not be deemed to have merged into the terms of this Assignment.
- K. Separate governmental form assignments and/or transfers of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those Assignments and transfers 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 and transfer. The interests conveyed by such separate assignments and transfers are the same, and not in addition to, the Assets conveyed herein.
- L. This Assignment is made subject to all terms, conditions and reservations of record.
- M. This Assignment shall be deemed a covenant running with the land and be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- N. 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, and all of which together shall constitute but one and the same instrument.

EXECUTED by the parties on the respective dates shown in the Acknowledgments hereof.

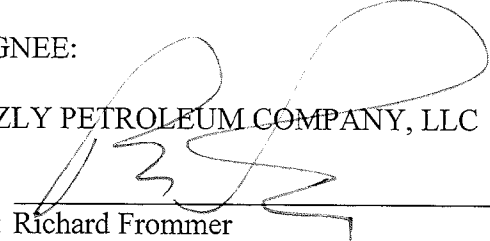
ASSIGNOR:

KERR-MCGEE OIL & GAS ONSHORE LP

By: 
Name: Patrick G. McGraw
Title: Agent & Attorney-in-Fact
Address: 1099 18th Street, Suite 1800
Denver, Colorado 80202

ASSIGNEE:

GRIZZLY PETROLEUM COMPANY, LLC

By: 
Name: Richard Frommer
Title: Manager
Address: 1801 Broadway, Suite 500
Denver, Colorado 80202

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

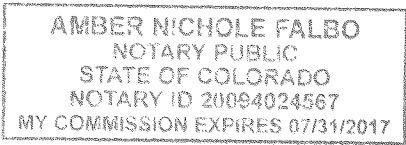
The foregoing instrument was acknowledged before me this 24th day of October, 2016, by Patrick G. McGraw, as Agent & Attorney-in-Fact, of Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My Commission expires: 07/31/2017
Address: 1099 18th Street, Suite 1800
 Denver, Colorado 80202

Amber Nichole Falbo
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)



The foregoing instrument was acknowledged before me this 24th day of October, 2016, by Richard Frommer, as Manager, of Grizzly Petroleum Company, LLC, a Colorado limited liability company, on behalf of said company.

Witness my hand and official seal.

My Commission expires: 07/31/2017
Address: 1801 Broadway, Suite 500
 Denver, Colorado 80202

Amber Nichole Falbo
Notary Public

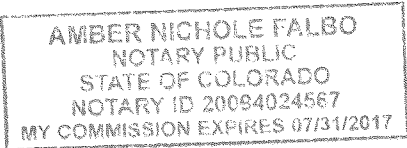


EXHIBIT "A"

*Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance dated effective June 1, 2016
from Kerr-McGee Oil & Gas Onshore LP to Grizzly Petroleum Company, LLC*

AGREEMENT NO.: 1234318000
LESSOR: DOUG MORRISON INVESTMENT COMPANY, A COLORADO CORPORATION
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 12/6/1974
RECORDATION: BOOK 1974, PAGE 191, RECEPTION 68249
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 001: N2SW, SWSW, E2SE, SWSE, NWSE, SESW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234319000
LESSOR: NORTH COLORADO BOULEVARD LAND ASSOCIATES, OF DENVER, COLORADO, AND NORTH WASHINGTON LAND ASSOCIATES
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 6/15/1974
RECORDATION: BOOK 1936, PAGE 451, RECEPTION 45023
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 013: N2NE, S2SE, S2SW, N2SE, N2SW, S2NE
SECTION 023: N2NW, S2NW, N2SW, S2SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234320000
LESSOR: DOROTHY SEGAL, A WIDOW
LESSEE: BASIN EXPLORATION INC
EFFECTIVE DATE: 6/23/1990
RECORDATION: BOOK 3687, PAGE 544, RECEPTION 951252
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234321000
LESSOR: EVE AND HAROLD STARRFIELD, INDIVIDUALLY AND AS WIFE AND HUSBAND
LESSEE: BASIN EXPLORATION INC
EFFECTIVE DATE: 6/1/1990
RECORDATION: BOOK 3684, PAGE 812, RECEPTION 949674
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234322000
LESSOR: ELOISE L PORTER, A WIDOW
LESSEE: BASIN EXPLORATION INC
EFFECTIVE DATE: 6/1/1990
RECORDATION: BOOK 3684, PAGE 810, RECEPTION 949673
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234323000
LESSOR: ELEANOR GUNN, A WIDOW
LESSEE: BASIN EXPLORATION INC
EFFECTIVE DATE: 6/23/1990
RECORDATION: BOOK 3687, PAGE 542, RECEPTION 951251
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234324000
LESSOR: THE COLORADO NATIONAL BANK OF DENVER, TRUSTEE FOR
THE MARVIN MANDEL MARITAL TRUST
LESSEE: PETROGULF CORPORATION
EFFECTIVE DATE: 5/5/1989
RECORDATION: BOOK 3564, PAGE 632, RECEPTION 882089
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234325000
LESSOR: ROBERT L AND LARAIN T MANDEL, HUSBAND AND WIFE
LESSEE: PETROGULF CORPORATION
EFFECTIVE DATE: 5/16/1989
RECORDATION: BOOK 3566, PAGE 124, RECEPTION 882941
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234326000
LESSOR: FIRST INTERSTATE BANK OF DENVER, UNDER THE WILL OF
MARVIN MANDEL CHILDREN'S TRUST
LESSEE: PETROGULF CORPORATION
EFFECTIVE DATE: 6/22/1989
RECORDATION: BOOK 3586, PAGE 944, RECEPTION 894588
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234327000
LESSOR: DONALD SHWAYDER, PERSONAL REPRESENTATIVE OF THE
BEN H MANDEL ESTATE
LESSEE: PETROGULF CORPORATION
EFFECTIVE DATE: 2/3/1989
RECORDATION: BOOK 3534, PAGE 616, RECEPTION 865016
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: SW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234328000
LESSOR: NORTH YORK ASSOCIATES, A PARTNERSHIP
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 3/3/1975
RECORDATION: BOOK 1982, PAGE 901, RECEPTION 74078
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 012: NESW, S2SW, NWSW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234329000
LESSOR: IVA C WRIGHT
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 2/14/1974
RECORDATION: BOOK 1916, PAGE 181, RECEPTION 32648
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 014: N2NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234330000
LESSOR: YORK VENTURE LTD
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 2/4/1974
RECORDATION: BOOK 1915, PAGE 348, RECEPTION 32126
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 011: S2SE
SECTION 014: S2NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234331000
LESSOR: WILMA V AND GILBERT LONG, HER HUSBAND
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 3/1/1974
RECORDATION: BOOK 1920, PAGE 56, RECEPTION 34980
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 011: S2SE
SECTION 014: S2NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234332000
LESSOR: META L KEIL, A WIDOW
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 3/1/1974
RECORDATION: BOOK 1920, PAGE 58, RECEPTION 34981
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 011: S2SE
SECTION 014: S2NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234333000
LESSOR: IONE E AND JOSEPH GREEN, HER HUSBAND
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 3/1/1974
RECORDATION: BOOK 1920, PAGE 52, RECEPTION 34978
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 011: S2SE
SECTION 014: S2NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234334000
LESSOR: HERMAN EHLEH AND IRENE EHLEH, HIS WIFE
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 3/1/1974
RECORDATION: BOOK 1920, PAGE 54, RECEPTION 34979
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 011: S2SE
SECTION 014: S2NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234335000
LESSOR: FLOYD E IVEY AND JENNIE B IVEY
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 1/22/1974
RECORDATION: BOOK 1914, PAGE 951, RECEPTION 31870
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 011: N2SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234336000
LESSOR: BRYCE L BREDEHOFT, TRUSTEE UNDER THE WILL OF GEORGE F. BROWN, AND BRYCE L. BREDEHOFT, TRUSTEE UNDER THE WILL OF PEARL E. BROWN, BRYCE L. BREDEHOFT A/K/A BRYCE L. BREDERHOFT
LESSEE: PAUL V HOOVLER
EFFECTIVE DATE: 11/3/1971
RECORDATION: BOOK 1762, PAGE 475, RECEPTION 944133
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 006: SWSW; ALSO A PARCEL IN THE NWNWSE LYING NORTHWEST OF GERMAN DITCH
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234337000
LESSOR: ARTHUR G EGAN AND EDNA EGAN
LESSEE: CHAPARRAL RESOURCES INC
EFFECTIVE DATE: 10/1/1976
RECORDATION: BOOK 2095, PAGE 905, RECEPTION 44624
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 006: A TRACT OF LAND IN THE SESESW MORE PARTICULARLY DESCRIBED AS 13.3 ACRES LOCATED SOUTHEAST OF THE GERMAN DITCH
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234338000
LESSOR: CHAMPLIN PETROLEUM COMPANY, A DELAWARE CORPORATION
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 6/28/1978
RECORDATION: BOOK 2258, PAGE 351, RECEPTION 145323
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 001: SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234339000
LESSOR: DAISY CUNDALL
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 1/22/1974
RECORDATION: BOOK 1910, PAGE 519, RECEPTION 29017
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 012: NENW, S2NW, NWNW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234340000
LESSOR: HOWARD F AND GRACE A CUNDALL, HUSBAND AND WIFE
LESSEE: ALAN J BYRON DBA BYRON OIL INDUSTRIES
EFFECTIVE DATE: 1/22/1974
RECORDATION: BOOK 1910, PAGE 522, RECEPTION 29018
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 012: NENW, S2NW, NWNW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234341000
LESSOR: ELMER E OESTMAN JR. AND KAY A OESTMAN, HIS WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 2/20/1979
RECORDATION: BOOK 2322, PAGE 775, RECEPTION 184519
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 006: A TRACT OF LAND IN THE SWSW; A TRACT OF
LAND IN THE SESW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234343000
LESSOR: CHAMPLIN PETROLEUM COMPANY, A DELAWARE
CORPORATION
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 1/2/1980
RECORDATION: BOOK 2586, PAGE 14, RECEPTION 342835
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 013: A TRACT OF LAND IN THE E2NW, NWNE, AND SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234344000
LESSOR: UNION PACIFIC RESOURCES COMPANY, A DELAWARE
CORPORATION
LESSEE: BASIN EXPLORATION INC
EFFECTIVE DATE: 12/1/1990
RECORDATION: BOOK 3808, PAGE 67, RECEPTION 1018001
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 006: UPRR RIGHT-OF-WAY AS IT CROSSES THE W2SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234345000
LESSOR: PATRICIA JEAN KEWLEY, MARILYN ANN PERRETEN, AND
KAREN ANN VAN NOTE
LESSEE: HOWARD PETERSON - 24%; ROBERT P. KEWLEY - 30.4%; FRANK
A. PERRETEN - 30.4%; AND CHARLES O. VAN NOTE III - 15.2%
EFFECTIVE DATE: 3/18/1971
RECORDATION: BOOK 1682, PAGE 362, RECEPTION 918487
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: N2SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234346000
LESSOR: JAMES E AND JANICE RICHARDSON
LESSEE: FRANK A PERRETEN & ROBERT P KEWLEY
EFFECTIVE DATE: 7/29/1971
RECORDATION: BOOK 1721, PAGE 178, RECEPTION 930891
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: BEGINNING AT SW CORNER, SW, THENCE
NORTH 401 FT. THENCE EAST 264.8 FT. THENCE SOUTH 401 FT.
TO SOUTH LINE SAID SECTION THENCE WEST 264.8 FT. TO
POINT OF BEGINNING EXCEPT ROAD ON WEST AND SOUTH
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234347000
LESSOR: ELMER EDSTROM & LEWIS FRANK EDSTROM
LESSEE: FRANK A PERRETEN
EFFECTIVE DATE: 4/6/1971
RECORDATION: BOOK 1682, PAGE 366, RECEPTION 918489
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: S2SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234349000
LESSOR: KATHERYN PAPPENHEIM, A WIDOW
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 8/23/1975
RECORDATION: BOOK 2018, PAGE 811, RECEPTION 96051
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234350000
LESSOR: KATHERYN E ZICKLER, A WIDOW
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 2/17/1975
RECORDATION: BOOK 1979, PAGE 47, RECEPTION 71590
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234351000
LESSOR: QUEBEC NORTH INVESTMENT LTD
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 4/25/1975
RECORDATION: BOOK 1991, PAGE 343, RECEPTION 79083
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234352000
LESSOR: KATHERYN PAPPENHEIM, A WIDOW
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 2/17/1975
RECORDATION: BOOK 1978, PAGE 139, RECEPTION 70986
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 008: SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234353000
LESSOR: RICHARD E AND NANCY P WIERMAN, HUSBAND AND WIFE
LESSEE: ALAN J. BYRON DBA BYRON OIL
EFFECTIVE DATE: 7/13/1973
RECORDATION: BOOK 1876, PAGE 223, RECEPTION 8116
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 007: NESE, NWSE, S2SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234354000
LESSOR: VERNON N MILLER AND EDNA L MILLER, HUSBAND AND WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 1/16/1976
RECORDATION: BOOK 2045, PAGE 257, RECEPTION 12707
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 007: A TRACT OF LAND SITUATED IN THE NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234355000
LESSOR: SAUVAGE GAS COMPANY, A COLORADO CORPORATION
LESSEE: BYRON OIL INDUSTRIES INC.
EFFECTIVE DATE: 12/15/1975
RECORDATION: BOOK 2036, PAGE 859, RECEPTION 7450
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 007: A TRACT OF LAND SITUATED IN THE N2
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234356000
LESSOR: JAMES E AND EDITH A CHRISTIANSEN, HUSBAND AND WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 10/6/1976
RECORDATION: BOOK 2098, PAGE 157, RECEPTION 45999
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 009: A TRACT OF LAND SITUATED IN THE NW AND
N2SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234357000
LESSOR: DAVID L AND PATRICIA SCHREINER, HUSBAND AND WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 10/6/1976
RECORDATION: BOOK 2099, PAGE 853, RECEPTION 47034
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 009: A TRACT OR TRACTS OF LAND SITUATED IN THE
W2
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234358000
LESSOR: FARMERS RESERVOIR AND IRRIGATION COMPANY
LESSEE: BYRON OIL INDUSTRIES INC.
EFFECTIVE DATE: 1/17/1977
RECORDATION: BOOK 2118, PAGE 679, RECEPTION 58861
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 009: A TRACT OF LAND IN THE N2NW MORE
PARTICULARLY DESCRIBED AS THAT CERTAIN STRIP OF LAND
DESCRIBED AS THE NIVER CANAL LATERAL LOWER LINE,
BEING A STRIP OF LAND THROUGH, UPON, OVER, AND ACROSS
THE N2NW OF SEC. 9, BEING 30 FEET WIDE AND EXTENDING 20
FEET RIGHT AND 10 FEET LEFT OF THE CENTER LINE OF THE
SAID NIVER CANAL LATERAL LOWER LINE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234359000
LESSOR: CHAUNCEY R. RIEDY AND FRANCES H. RIEDY, HUSBAND AND
WIFE
LESSEE: T. S. PACE
EFFECTIVE DATE: 2/24/1970
RECORDATION: BOOK 1614, PAGE 301, RECEPTION 896437
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 009: A TRACT OF LAND IN THE E2W2 AND W2E2
MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT BOOK 1614, PAGE 301 AT RECEPTION NO. 896437
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234361000
LESSOR: CARL SELTZER, ALSO KNOWN AS CARL CLIFFORD SELTZER
LESSEE: T S PACE
EFFECTIVE DATE: 2/24/1970
RECORDATION: BOOK 1614, PAGE 156, RECEPTION 896336
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE SW MORE
PARTICULARLY DESCRIBED BY A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT BOOK 1614, PAGE 156 AT RECEPTION NO. 896338
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234363000
LESSOR: OSCAR HAAKE AND RUTH HAAKE, HUSBAND AND WIFE AND
OSCAR F. HAAKE, JR. AND MAZELL A. HAAKE, HUSBANDS AND
WIFE
LESSEE: T S PACE
EFFECTIVE DATE: 2/24/1970
RECORDATION: BOOK 1614, PAGE 154, RECEPTION 896335
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: SW LESS TRACTS REC. BK. 427, P. 20, BK. 626, P.
50, BK. 631, P. 295, BK. 882, P. 319 & BK. 905, P. 538
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234364000
LESSOR: ABNER GUTHRIE AND VIOLET GUTHRIE, HUSBAND AND WIFE
LESSEE: TOM VESSELS
EFFECTIVE DATE: 5/7/1970
RECORDATION: BOOK 1601, PAGE 50, RECEPTION 892068
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 002: N2
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234366000
LESSOR: EDWARD GETZ AND BETTY GETZ, HUSBAND AND WIFE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 5/2/1973
RECORDATION: BOOK 1862, PAGE 112, RECEPTION 999939
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: N2SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234367000
LESSOR: FLOYD N AND LOLA B BARNHART, HUSBAND AND WIFE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 5/18/1973
RECORDATION: BOOK 1863, PAGE 28, RECEPTION 00458
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE NW MORE
PARTICULARLY DESCRIBED BY A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT BOOK 1863, PAGE 28 AT RECEPTION NO. A000458
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234368000
LESSOR: OSCAR HAAKE AND RUTH HAAKE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 1/22/1975
RECORDATION: BOOK 1979, PAGE 734, RECEPTION 72032
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE NESW MORE
PARTICULARLY DESCRIBED BY A METES AND BOUNDS LEGAL
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT BOOK 1979, PAGE 734 AT RECEPTION NO. 72032
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234375000
LESSOR: ALEXANDER GETZ AND BARBARA GETZ, HUSBAND AND WIFE
LESSEE: DAN H. SEBASTIAN
EFFECTIVE DATE: 8/11/1970
RECORDATION: BOOK 1663, PAGE 396, RECEPTION 912366
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: THAT PART OF THE NW MORE PARTICULARLY
DESCRIBED BY A METES AND BOUNDS DESCRIPTION
LOCATED IN AN OIL AND GAS LEASE RECORDED AT BOOK
1663, PAGE 396 AT RECEPTION NO. 912366
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234378000
LESSOR: CHAMPLIN PETROLEUM COMPANY, A DELAWARE
CORPORATION
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 2/21/1977
RECORDATION: BOOK 2160, PAGE 805, RECEPTION B084708
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 027: W2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234379000
LESSOR: EDITH B. MCCLINTOCK AND THE FIRST NATIONAL BANK OF
DENVER, CO-SUCCESSOR TESTAMENTARY TRUSTEES OF THE
ESTATE OF T.E. MCCLINTOCK, DECEASED
LESSEE: MARTIN J. FREEDMAN
EFFECTIVE DATE: 7/15/1970
RECORDATION: BOOK 1666, PAGE 308
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 004: ALL MORE PARTICULARLY DESCRIBED BY A
METES AND BOUNDS LEGAL DESCRIPTION LOCATED IN AN
OIL AND GAS LEASE RECORDED IN BOOK 1666, PAGE 308 AT
RECEPTION NO. 913296.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234383000
LESSOR: GLEN I AND LEONA B DICKINSON
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 2/13/1975
RECORDATION: BOOK 1983, PAGE 345, RECEPTION 74340
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE SWSW MORE PARTICULARLY DESCRIBED AS ALL THE LAND DESCRIBED IN BOOK 1757 AT PAGE 115 AND BOOK 1428 AT PAGE 106 RECORDED IN ADAMS COUNTY RECORDS.
SECTION 002: A TRACT OF LAND IN THE SESE MORE PARTICULARLY DESCRIBED AS ALL THE LAND DESCRIBED IN BOOK 1757 AT PAGE 115 AND BOOK 1428 AT PAGE 106 RECORDED IN ADAMS COUNTY RECORDS.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234384000
LESSOR: FRANK A AND CECILIA G MOORE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 2/10/1975
RECORDATION: BOOK 1981, PAGE 769, RECEPTION 73320
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE SESWSW MORE PARTICULARLY DESCRIBED AS ALL THAT PORTION OF SECTION 1 LYING SOUTH OF HIGHWAY
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234386000
LESSOR: PUBLIC SERVICE COMPANY OF COLORADO
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 3/1/1975
RECORDATION: BOOK 1987, PAGE 770, RECEPTION 76970
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE SWSW OF SECTION 1 MORE FULLY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 905, PAGE 538, OF THE RECORDS OF ADAMS COUNTY, COLORADO
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234387000
LESSOR: NORBERT J. SAMFORD AND MARY J. SAMFORD, HUSBAND AND WIFE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 11/19/1975
RECORDATION: BOOK 2036, PAGE 182, RECEPTION B006979
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE S2NE MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED AT BOOK 2036, PAGE 182 AT RECEPTION NO. 8006979
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234388000
LESSOR: ERVIN L AND BESSIE B HOOD, HUSBAND AND WIFE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 12/13/1984
RECORDATION: BOOK 2964, PAGE 272, RECEPTION 553186
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE NENW MORE PARTICULARLY DESCRIBED AS THAT PART OF THE NW DESCRIBED IN DEED DATED MARCH 2, 1955 FROM RONALD E. SWEDLUND TO ERVIN L. HOOD ET UX AND RECORDED IN BOOK 538 AT PAGE 508 AND DEED DATED NOVEMBER 2, 1961 FROM VERENA MAE FERCH, ADMINISTRATOR TO ERVIN L. HOOD ET UX AND RECORDED IN BOOK 964 AT PAGE 537, LESS AND EXCEPT THAT PART DESCRIBED IN DEED DATED SEPTEMBER 1, 1948 FROM THE GREAT WESTERN RAILWAY COMPANY TO GEORGE SISNEROS AND RECORDED IN BOOK 367 AT PAGE 282.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234389000
LESSOR: STOKELY-VAN CAMP, INC
LESSEE: C M PETERSON
EFFECTIVE DATE: 3/7/1972
RECORDATION: BOOK 1789, PAGE 541, RECEPTION 955774
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: TRACTS OF LAND IN THE NE MORE PARTICULARLY DESCRIBED AS:

PARCEL I: THAT PART OF THE NE, LYING NORTH OF THE UNION PACIFIC RAILROAD RIGHT OF WAY.

PARCEL II: PART OF NE MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED AT BOOK 1789, PAGE 541 AT RECEPTION NO. 955774
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234390000
LESSOR: GARY A BAKER AND DELORES R BAKER, HUSBAND AND WIFE
LESSEE: AMOCO PRODUCTION COMPANY
EFFECTIVE DATE: 11/13/1978
RECORDATION: BOOK 2315, PAGE 459, RECEPTION 180022
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE E2SWSW MORE PARTICULARLY DESCRIBED AS THE PART LYING SOUTH OF COLORADO STATE HIGHWAY NO. 7; EXCEPT THE WEST 209 FEET THEREOF.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234397000
LESSOR: WILLIAM K DORMADY AND PATRICIA A DORMADY, HUSBAND
AND WIFE
LESSEE: DAN H SEBASTIAN
EFFECTIVE DATE: 8/19/1970
RECORDATION: BOOK 1635, PAGE 458, RECEPTION 903418
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 001: A TRACT OF LAND IN THE NW MORE
PARTICULARLY DESCRIBED AS THE WEST 285.7 FEET OF SAID
NW EXCEPT THE NORTH 30 FEET THEREOF

ALSO,

THAT PART OF NW, MORE PARTICULARLY DESCRIBED AS A
METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND
GAS LEASE RECORDED AT BOOK 1635, PAGE 458 AT
RECEPTION NO. 903418
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234398000
LESSOR: J. STEWART STANDLEY (ALSO KNOWN AS JOHN S. STANDLEY),
AND MARY HELEN STANDLEY, HIS WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 11/21/1974
RECORDATION: BOOK 1964, PAGE 997, RECEPTION 62913
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: NENW, NWNW, S2NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234399000
LESSOR: GUY T CARLETON AND EMMA CARLETON, HUSBAND AND
WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 3/16/1976
RECORDATION: BOOK 2052, PAGE 305, RECEPTION 17087
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: NWNW, S2NW, NENW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234400000
LESSOR: CLAUDE WEBSTER AND ALICE J WEBSTER, HUSBAND AND
WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 2/24/1975
RECORDATION: BOOK 1988, PAGE 575, RECEPTION 77430
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: A PART OF THE NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234401000
LESSOR: 168TH COMPANY, A GENERAL PARTNERSHIP
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 7/29/1975
RECORDATION: BOOK 2013, PAGE 325, RECEPTION 82834
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: PART OF THE NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234402000
LESSOR: WILLIAM S SHARPE AND THELMA E SHARPE, HIS WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 12/12/1975
RECORDATION: BOOK 2036, PAGE 865, RECEPTION 7453
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: A TRACT OF LAND SITUATED IN THE NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234403000
LESSOR: WILLIAM P GASCHLER AND HELEN GASCHLER, HIS WIFE
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 12/12/1975
RECORDATION: BOOK 2038, PAGE 135, RECEPTION 8123
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: A TRACT OR TRACTS OF LAND SITUATED IN THE
NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234404000
LESSOR: EDWARD ADDISON AND LILLIAN R ADDISON, HUSBAND AND
WIFE; AND ANTON ADDISON, A SINGLE MAN
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 2/28/1976
RECORDATION: BOOK 2048, PAGE 882, RECEPTION 14987
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: A TRACT OR TRACTS OF LAND SITUATED IN THE
NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234405000
LESSOR: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
ADAMS, STATE OF COLORADO
LESSEE: BYRON OIL INDUSTRIES INC
EFFECTIVE DATE: 8/27/1976
RECORDATION: BOOK 2091, PAGE 50
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 002: A TRACT OR TRACTS OF LAND IN THE NW, AS
DESCRIBED IN A DEED FROM O.J. STANDLEY TO THE COUNTY
OF ADAMS, STATE OF COLORADO, DATED AUGUST 19, 1936,
RECORDED IN BOOK 233 AT PAGE 438, OF THE RECORDS OF
ADAMS COUNTY, COLORADO.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234407000
LESSOR: ADAMS COUNTY, COUNTY OF ADAMS, STATE OF COLORADO
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 7/23/1990
RECORDATION: BOOK 3704, PAGE 461, RECEPTION 961121
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 023: N2NW, S2NW, SW, BEING MORE PARTICULARLY
DESCRIBED BY A METES AND BOUNDS DESCRIPTION
LOCATED IN AN OIL AND GAS LEASE RECORDED AT BOOK
3704, PAGE 461 AT RECEPTION NO. 961121
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234410000
LESSOR: JOHN H EHLER AND H GAYLE EHLER, HUSBAND AND WIFE
LESSEE: M E THRASH
EFFECTIVE DATE: 5/5/1970
RECORDATION: BOOK 1602, PAGE 240, RECEPTION 892556
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 004: SE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234411000
LESSOR: MELVIN F AND PATRICIA ANN PORTERFIELD, HUSBAND AND WIFE
LESSEE: ENERGY MINERALS CORPORATION
EFFECTIVE DATE: 4/8/1975
RECORDATION: BOOK 1990, PAGE 970, RECEPTION 78854
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 004: A TRACT OF LAND IN THE SE MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS LEGAL DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED IN BOOK 1990, PAGE 970 AT RECEPTION NO. 78854.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234413000
LESSOR: R C NAUMAN & CHARLES R GREENHALGH, TWO MARRIED MEN DEALING IN THEIR SOLE AND SEPARATE PROPERTY
LESSEE: PETROGULF ENERGY COMPANY
EFFECTIVE DATE: 11/3/1981
RECORDATION: BOOK 2608, PAGE 860, RECEPTION B356622
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 014: A TRACT OF LAND IN THE SWNE, SWSE, N2SE AND SENE MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED AT BOOK 2608, PAGE 860 AT RECEPTION NO. 356322
SECTION 023: A TRACT OF LAND IN THE NWNE, E2SE, NENE, NENW, NESE AND S2NE MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED AT BOOK 2608, PAGE 860 AT RECEPTION NO. 356322
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234414000
LESSOR: CHARLES E FOSTER AND CAROLINE B. FOSTER, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/10/1992
RECORDATION: BOOK 3997; 4002, PAGE 869; 908, RECEPTION 1109472
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 022: SW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234417000
LESSOR: ADAMS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
COLORADO, ACTING BY AND THROUGH ITS DULY
AUTHORIZED BOARD OF COUNTY COMMISSIONERS
LESSEE: ENERGY MINERALS CORPORATION
EFFECTIVE DATE: 4/14/1975
RECORDATION: BOOK 1995, PAGE 2, RECEPTION 81427
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 004: A TRACT OF LAND IN THE E2 MORE
PARTICULARLY DESCRIBED AS A STRIP ALONG THE EAST
SIDE OF THE E2 OF SECTION 4 BEING 40 1/2 WIDE ACROSS THE
NORTH 1350' OF THE SE OF SECTION 4, 20' WIDE ACROSS THE
SOUTH 1260' OF THE SE OF SECTION 4 AND 40' WIDE ALONG
THE EAST SIDE OF THE NE OF SECTION 4 AND CONTAINING
4.168 ACRES, MORE OR LESS
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234418000
LESSOR: NOEL AND PAULA HUBERT
LESSEE: ROCKY MOUNTAIN GAS AND OIL PRODUCERS INC
EFFECTIVE DATE: 1/26/1972
RECORDATION: BOOK 1779, PAGE 447, RECEPTION 949531
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 004: A TRACT OF LAND IN THE W2E2 MORE
PARTICULARLY DESCRIBED AS A METES AND BOUNDS LEGAL
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
IN BOOK 1779, PAGE 447 AT RECEPTION NO. 949531
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234419000
LESSOR: EDITH B. MCCLINTOCK AND THE FIRST NATIONAL BANK OF
DENVER, CO-SUCCESSOR TESTAMENTARY TRUSTEES OF THE
ESTATE OF T.E. MCCLINTOCK, DECEASED
LESSEE: MARTIN J FREEDMAN
EFFECTIVE DATE: 7/15/1970
RECORDATION: BOOK 1666, PAGE 308, RECEPTION 1553782
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 004: A TRACT OF LAND IN THE W2E2 MORE
PARTICULARLY DESCRIBED AS BEGINNING AT NE CORNER OF
NENW MORE PARTICULARLY DESCRIBED AS A METES AND
BOUNDS LEGAL DESCRIPTION LOCATED IN AN OIL AND GAS
LEASE RECORDED IN BOOK 1666, PAGE 308 AT RECEPTION NO.
913296
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234595000
LESSOR: STATE OF COLORADO ACTING BY AND THROUGH THE STATE
BOARD OF LAND COMMISSIONERS ST CO-70/8159-S
LESSEE: PAN AMERICAN PETROLEUM CORPORATION
EFFECTIVE DATE: 6/2/1970
RECORDATION: BOOK 2366, PAGE 3, RECEPTION 210214
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 016: ALL
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234663000
LESSOR: JOHN H EHLER AND NORMA JEAN BESEMANN
LESSEE: T. S. PACE
EFFECTIVE DATE: 2/21/1970
RECORDATION: BOOK 1587, PAGE 174, RECEPTION 887329
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 009: A TRACT OF LAND IN THE S2 MORE
PARTICULARLY DESCRIBED BY A METES AND BOUNDS
DESCRIPTION LOCATED IN THE OIL AND GAS LEASE
RECORDED IN BOOK 1587, PAGE 174 AT RECEPTION NO. 887329
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234680000
LESSOR: JEAN A EHLER, A WIDOW
LESSEE: T S PACE
EFFECTIVE DATE: 2/21/1970
RECORDATION: BOOK 1624, PAGE 309, RECEPTION 899732
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 009: A TRACT OF LAND IN THE E2 MORE
PARTICULARLY DESCRIBED AS BEG. @ A PT. ON N LINE OF
SEC. 9, 3311FT. E OF NW/COR. OF SEC. 9 TH S 3600FT, TH E 994.5
FT., TH N 200 FT., TH E 996.4 FT., TO THE E LINE OF SEC. 9, TH N
3400 FT., M/L. TO NE/COR. OF SEC. 9, TH W 1989 FT., M/L TO POB.
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1235157000
LESSOR: JAMES A CORCILIOUS AND LYDA M CORCILIOUS, HUSBAND AND
WIFE
LESSEE: PAUL V HOOVLER
EFFECTIVE DATE: 2/12/1971
RECORDATION: BOOK 1675, PAGE 345, RECEPTION 916182
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 001: THAT PART OF THE NENE LYING EAST OF THE
RAILROAD RIGHT-OF-WAY CONTAINING 5 ACRES
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1236707000
LESSOR: GEORGE G VAUGHT JR
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 10/7/2011
RECORDATION: RECEPTION 2014000039114
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 022: NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1236708000
LESSOR: CARL B FRIIS
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 10/10/2011
RECORDATION: RECEPTION 2014000039116
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 022: NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1236709000
LESSOR: CAIRN STONE HOLDINGS LLC
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 10/7/2011
RECORDATION: RECEPTION 2014000039117
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 022: NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1236710000
LESSOR: TIMOTHY S HAGER
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 10/6/2011
RECORDATION: RECEPTION 2014000039113
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 022: NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1237235000
LESSOR: CHK MINERALS LLC
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 1/1/2012
RECORDATION: RECEPTION 2014000081272
LANDS: TOWNSHIP 001 SOUTH, RANGE 068 WEST
SECTION 027: TRACTS OF LAND IN THE E2 AND SW MORE
PARTICULARLY DESCRIBED AS:
TRACT 1: THAT PART OF THE SW OF SECTION 27, T01S-R68W
MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT RECEPTION NO. 2014000081272

TRACT 2: THAT PART OF THE SW OF SECTION 27, T01S-R68W
MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT RECEPTION NO. 2014000081272

PARCELS 1-5: THAT PART IN THE E2 OF SECTION 27, T01S-R68W
MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT RECEPTION NO. 2014000081272
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1237506000
LESSOR: LEWIS POINT RESOURCES LLC, A COLORADO LIMITED
LIABILITY COMPANY
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 12/31/2012
RECORDATION: RECEPTION 2013000013741
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 019: NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1237699000
LESSOR: DONALD G WOLFGANG & MYRNA L WOLFGANG, TRUSTEES OF
THE MYRNA L WOLFGANG REVOCABLE TRUST AGREEMENT
DATED MAY 1, 2006 AND MYRNA L. WOLFGANG AND DONALD
G. WOLFGANG, TRUSTEES OF THE DONALD G. WOLFGANG
REVOCABLE TRUST AGREEMENT DATED MAY 11, 2006
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 9/30/2013
RECORDATION: RECEPTION 2013000087672
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 019: NW
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1237707000
LESSOR: MARY ELLEN SEWELL
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 11/8/2013
RECORDATION: RECEPTION 2013000098761
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 017: NENE, NWNE, SENE, SWNW, SWSW, NESE, SESE
SECTION 020: NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1237708000
LESSOR: LEROY EDWARD MCELWAIN
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 11/8/2013
RECORDATION: RECEPTION 2014000088809
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 017: NENE, NWNE, SENE, SWNW, SWSW, NESE, SESE
SECTION 020: NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1237709000
LESSOR: BEVERLEY JEAN VERNER
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 11/12/2013
RECORDATION: RECEPTION 2014000088797
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 017: NENE, NWNE, SENE, SWNW, SWSW, NESE, SESE
SECTION 020: NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1360301000
LESSOR: ANADARKO LAND CORP. A NEBRASKA CORPORATION AND
ANADARKO E&P ONSHORE, LLC, A DELAWARE LIMITED
LIABILITY COMPANY
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 12/1/2015
RECORDATION: RECEPTION 2015000102581
LANDS: TOWNSHIP 001 SOUTH, RANGE 067 WEST
SECTION 025: A TRACT OF LAND IN THE SE MORE
PARTICULARLY DESCRIBED BY
A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL
AND GAS LEASE RECORDED AT RECEPTION NO. 2015000102581.
ADAMS COUNTY, COLORADO

EXHIBIT "B"
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

API	Well No.	Well Name	Operator	State	County	SHL TWN	SHL RNG	SHL SEC
0500109466	74627	CENTRICOM STATE 11-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109115	74582	CHRISTIENSEN 12-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109031	74588	EDSTROM 24-8 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	8
0500109336	74606	EHLER, JOHN H A 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109465	74626	EQUINOX 15-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109453	74623	EQUINOX 9-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500106980	74607	HAAKE FARMS INC GU 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	1
0500109439	74622	HSR-STATE 6-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109689	23117	PARTERRE 11-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109686	23122	PARTERRE 12-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109685	23123	PARTERRE 13-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109688	23180	PARTERRE 14-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109687	23209	PARTERRE 22-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109684	23213	PARTERRE 23-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109683	23229	PARTERRE 25-16	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	16
0500109094	74594	QUEBEC NORTH 34-8	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	8
0500107140	74616	SAMFORD, NORBERT 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	1
0500109120	74598	STONEHOCKER 31-7	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	7

EXHIBIT "B"
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

API	Well No.	Well Name	Operator	State	County	SHL TWN	SHL RNG	SHL SEC
0500109719	C5722	TALON VIEW 11-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109722	C5734	TALON VIEW 12-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109725	C2489	TALON VIEW 21-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109720	C5720	TALON VIEW 22-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109723	C2474	TALON VIEW 3-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109724	C2476	TALON VIEW 5-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109721	C2477	TALON VIEW 6-9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	9
0500109091	74599	VEAL 14-6 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	6
0500109086	74601	WIERMAN 43-7 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	7
0500108997	74602	WYMAN 33-6	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	67W	6
0500109845	J4885	WARD RIVERDALE 14-4-12HC- NBRRCOD	WARD PETROLEUM CORPORATION	CO	ADAMS	1S	67W	14
0500109846	J4864	WARD RIVERDALE 14-4-11HN- NBRR	WARD PETROLEUM CORPORATION	CO	ADAMS	1S	67W	14
0500109841	J2083	WILLOW BEND LD 18-361HC	GREAT WESTERN OIL & GAS CO	CO	ADAMS	1S	67W	18
0500109832	J0194	WILLOW BEND LD 18-361HN CODL	GREAT WESTERN OIL & GAS CO	CO	ADAMS	1S	67W	18
0500108995	74586	CUNDALL 11-12.2	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	12
0500108986	74589	EHLER 34-11 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	11
0500109132	74590	FOSTER 1-22	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	22
0500108987	74591	GREEN 32-14 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	14

EXHIBIT "B"
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

API	Well No.	Well Name	Operator	State	County	SHL TWN	SHL RNG	SHL SEC
0500108994	74592	MORRISON 24-1 #3	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	1
0500109000	74593	MORRISON 33-1 4	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	1
0500108993	74584	N COLORADO 41-13 7	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	13
0500108992	74585	N COLORADO 44-13 9	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	13
0500108988	74583	N COLORADO BLVD 24-13 8	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	13
0500108991	74603	NORTH YORK 13-12 3	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	12
0500108983	74595	SCHIMPF 11-23 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	68W	23
0500109293	88068	BEISEL 42-1	PDC ENERGY, INC	CO	ADAMS	1S	68W	1

EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

Agreement No.	Grantor	Grantee	Effective Date	Book	Page	Reception	County of Recordation	State of Recordation
628405	CITY OF THORNTON	KERR-MCGEE OIL & GAS ONSHORE LP	10/6/2009					
1117427000	GOLF COURSE AT HERITAGE TODD CREEK, ET AL	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	10/1/2005			200601050000149	Adams	Colorado
1117427000	GOLF COURSE AT HERITAGE TODD CREEK, ET AL	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	10/1/2005			200601050000149	Adams	Colorado
1117433000	TODD CREEK LINKS LLC ET AL	KERR-MCGEE ROCKY MOUNTAIN CORP	5/21/2004			0525000400370	Adams	Colorado
1123013000	CENTRICOM, LLC	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	3/19/2004			189540	Adams	Colorado
1123020000	TODD CREEK LINKS LLC ET AL	KERR MCGEE ROCKY MOUNTAIN CORPORATION	5/21/2004			25000400360	Adams	Colorado
1123020000	TODD CREEK LINKS LLC ET AL	KERR MCGEE ROCKY MOUNTAIN CORPORATION	5/21/2004			25000400360	Adams	Colorado
1123020000	TODD CREEK LINKS LLC ET AL	KERR MCGEE ROCKY MOUNTAIN CORPORATION	5/21/2004			25000400360	Adams	Colorado
1123027000	THORNTON 164 LLC; JP THORNTON LLC	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	8/17/2004			00092578	Adams	Colorado
1123039000	ROBERT L. SELTZER FAMILY TRUST	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	8/24/2005			705000675490	Adams	Colorado
1123040000	APEX MATERIALS SPECIALIST, LLC	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	1/5/2005			000055510	Adams	Colorado
1123060000	W. DOUGLAS MORRISON	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	11/3/2005			200511160012645	Adams	Colorado
1123304000	NORTH COLORADO BOULEVARD LAND ASSOC.	BASIN OPERATING COMPANY	10/8/1990					
1123305000	NORTH COLORADO BOULEVARD LAND ASSOC.	BASIN OPERATING COMPANY	10/8/1990					
1123306000	NORTH COLORADO BOULEVARD LAND ASSOC.	BASIN OPERATING COMPANY	12/31/1990					
1123307000	NORTH COLORADO BOULEVARD LAND ASSOC.	BASIN EXPLORATION, INC.	9/25/1990					
1123308000	NORTH YORK ASSOCIATES, A PARTNERSHIP	BASIN EXPLORATION, INC.	10/3/1990					

EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

Agreement No.	Grantor	Grantee	Effective Date	Book	Page	Reception	County of Recordation	State of Recordation
1123309000	HOWARD F. AND GRACE A. CUNDALL	BASIN OPERATING COMPANY	12/4/1990					
1123310000	HERMAN & IRENE EHRLER, META L. KEIL, CLIF	BASIN OPERATING COMPANY	9/14/1990					
1123311000	W. DOUGLAS MORRISON	BASIN OPERATING COMPANY	11/27/1990					
1123312000	W. DOUGLAS MORRISON	BASIN OPERATING COMPANY	10/15/1990					
1123313000	DRY CREEK INVESTORS	BASIN EXPLORATION, INC.	7/9/1990					
1123314000	RAYMOND & CYNTHIA SCHIMPF	BASIN EXPLORATION, INC.	6/27/1990					
1123315000	CLAYTON WYMAN	BASIN OPERATING COMPANY	11/23/1990					
1123331000	IONE E. GREEN; JANICE REITZENSTEIN	BASIN EXPLORATION, INC.	9/13/1990					
1123332000	LEWIS EDSTROM & JAMES C. RICHARDSON	BASIN OPERATING COMPANY	8/8/1991					
1123368000	QUEBEC LIMITED	BASIN EXPLORATION, INC.	10/27/1992					
1123369000	SELTZER FARMS, INC.	BASIN EXPLORATION, INC.	11/15/1992					
1123383000	MENDA J. COX	BASIN EXPLORATION, INC.	6/17/1992					
1123486000	BASELINE FARMS, INC.	BASIN OPERATING COMPANY	5/10/1993					
1123623000	TODD CREEK FARMS, LLC	HS RESOURCES, INC.	9/15/1999					
1124331000	TODD CREEK LINKS LLC ET AL	KERR-MCGEE ROCKY MOUNTAIN CORPORATION	5/21/2004			0525000400360	Adams	Colorado
1124933000	CUNDALL FARMS LLC ET AL	KERR-MCGEE OIL & GAS ONSHORE LP ET AL	7/31/2013					
1125191000	LASSO OIL & GAS / WINDSOR ENERGY GROUP	KERR-MCGEE OIL & GAS ONSHORE LP	1/22/2010					

EXHIBIT "C"
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

Agreement No.	Grantor	Grantee	Effective Date	Book	Page	Reception	County of Recordation	State of Recordation
1125435000	GARY FONAY ET AL	VESSELS OIL AND GAS CO	3/29/1991	3764	345	994520	Adams	Colorado
1126996000	BARTLEY/SHOOK LAND INVESTMENTS INC	ENCANA OIL & GAS (USA) INC.	1/23/2006					
1127179000	ADAMS CROSSING LLC	ANADARKO E&P COMPANY LP	1/27/2011			2010000089237 2011000021155	Adams	Colorado
1127214000	ELAINE A SHAEFER	BAYSWATER EXPLORATION & PRODUCTION LLC	5/23/2011					

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (“*Assignment*”), dated effective the 1st day of June, 2016 at 12:00 AM Mountain Time, is from Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, having an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 (“*Assignor*”), to Grizzly Petroleum Company, LLC, a Colorado limited liability company, having an address of 1801 Broadway, Suite 500, Denver, Colorado 80202 (“*Assignee*”).

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, subject to the terms, conditions, provisions, reservations and exceptions hereof, all of Assignor’s right, title and interest in and to the following real and personal property interests:

1. The oil and gas leases (the “*Leases*”) described in **Exhibit A**, including all working interests, INSOFAR AND ONLY INSOFAR as each Lease covers **100’ above the Niobrara formation to 100’ below the Codell formation** and lands identified on **Exhibit A** (the “*Lands*”), provided that the depth limitations described above shall not apply to the Wells (as defined in paragraph 3 below) and shall not apply to portion of the Leases attributable only to the wellbores of the Wells located on the Lands as the conveyance of the Wells and attributable leasehold interests are not depth restricted;
2. the unitization, pooling, and communitization agreements, declarations, orders, and the units created thereby relating to the Leases and Lands and any rights, titles, or interests in any pooled acreage, communitized acreage, or units arising on account of the Leases or the Lands having been pooled, communitized, or unitized into such units (the “*Units*”);
3. all oil and gas wells, temporarily abandoned wells, and permanently plugged and abandoned wells, including all depths and all formations, located on the Lands, or on Units that include the Lands, including all of the wells described on **Exhibit B** (collectively, “*Wells*” and together with Leases, Lands, and Units, the “*Properties*”);
4. all equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and primarily used or held for use for the production, gathering, treatment and processing (upstream of the flange to the intake valve), injecting, storage, sale, disposal and other handling of Hydrocarbons attributable to the Properties, including any wells, tanks, boilers, buildings, fixtures, pumping units and engines, flow lines, power lines, telephone lines, roads, and other appurtenances, improvements, and facilities related thereto (collectively, the “*Equipment*”);
5. to the extent transferable and to the extent that they cover and pertain to the Properties, all surface leases, rights-of-way, and easements described in **Exhibit C**, along with the permits, licenses, and other surface rights agreements that are primarily related to the use, ownership, or operation of the Properties or Equipment, (collectively, the “*Surface Contracts*”);
6. to the extent transferable all existing and effective Applicable Contracts, but only insofar as such contracts pertain exclusively or in part to the Assets and Properties.

The real and personal property interests conveyed in the preceding paragraphs may hereinafter be collectively referred to as the “*Assets*.”

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

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

- A. Assignor reserves and retains unto itself all right, title and interest to the Leases and Lands above and below the formations identified in Paragraph 1. above, including necessary and concurrent surface access rights of ingress and egress to explore, develop

Assignment, Bill of Sale and Conveyance being recorded to correct Exhibit C from the instrument recorded at Reception No. 2016000090814

and produce the same. Provided that such reservation shall not apply to the Wells and shall not apply to the portion of the Leases attributable only to the wellbores of the Wells.

- B. Assignor reserves and retains unto itself all oil, gas, associated hydrocarbons, and other fee minerals owned by Assignor underlying any Lands.
- C. Assignor reserves and retains unto itself all royalty interests, overriding royalty interests, net profits interests, production payments, or other interests measured by or payable out of production of Hydrocarbons associated with the Properties.
- D. Assignor reserves and retains unto itself the fee surface estate covering any of the Lands.
- E. Assignor reserves and retains unto itself the flange to the intake valve at the applicable meter and any and all gathering equipment or infrastructure title in Seller's name located downstream thereof, including without limitation, meters, metering equipment, valves, well connect pipelines, trunk lines, and only to the extent necessary to maintain and operate said equipment and infrastructure, any easements, Surface Contracts or other property rights associated therewith.
- F. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THAT ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.**
- G. **EXCEPT FOR ASSIGNOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND BUYER ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." EXCEPT TO THE EXTENT PROVIDED IN ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AND SALE AGREEMENT DATED AUGUST 30, 2016 (EFFECTIVE JUNE 1, 2016), ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.**
- H. **ASSIGNEE SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE ASSIGNOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LOSSES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ASSIGNEE'S OWNERSHIP OR OPERATION OF THE ASSETS ASSIGNED HEREBY.** The term "Losses" or, in the singular, "Loss," means any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses (including

costs and expense of operating the Assets) of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including penalties and interest on any amount payable as a result of any of the foregoing, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing. Without limiting the generality of the foregoing, the term "Losses" specifically includes any and all Losses arising from, attributable to, or incurred in connection with any (1) breach of contract, (2) loss or damage to property, injury to, or death of Persons, and other tortious injury, and (3) violations of applicable laws, including environmental laws, and any other legal right or duty actionable at law or equity.


- I. 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 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.
- J. This Assignment, Bill of Sale and Conveyance is expressly made subject to the terms, conditions and provisions of the Purchase and Sale Agreement, by and between Kerr-McGee Oil & Gas Onshore LP and Grizzly Petroleum Company, LLC effective June 1, 2016 (the "**Purchase Agreement**"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement.
- K. If there is a conflict between the terms of this Assignment, the Purchase Agreement, the terms of the Purchase Agreement shall control; the terms of the Purchase Agreement shall remain operative in their entirety and not be deemed to have merged into the terms of this Assignment.
- L. Separate governmental form assignments and/or transfers of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those Assignments and transfers 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 and transfer. The interests conveyed by such separate assignments and transfers are the same, and not in addition to, the Assets conveyed herein.
- M. This Assignment is made subject to all terms, conditions and reservations of record.
- N. This Assignment shall be deemed a covenant running with the land and be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- O. 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, and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

EXECUTED by the parties on the respective dates shown in the Acknowledgments hereof.

ASSIGNOR:

KERR-MCGEE OIL & GAS ONSHORE LP

By: 
Name: Patrick G. McGraw
Title: Agent & Attorney-in-Fact
Address: 1099 18th Street, Suite 1800
Denver, Colorado 80202

ASSIGNEE:

GRIZZLY PETROLEUM COMPANY, LLC

By: Richard Frommer
Name: Richard Frommer
Title: Manager
Address: 1801 Broadway, Suite 500
Denver, Colorado 80202

ACKNOWLEDGMENTS

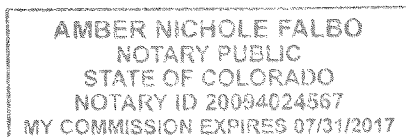
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by Patrick G. McGraw, as Agent & Attorney-in-Fact, of Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, on behalf of said partnership.

Witness my hand and official seal.

My Commission expires: 07/31/2017
Address: 1099 18th Street, Suite 1800
Denver, Colorado 80202

Antler Nichole Fallo
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by Richard Frommer, as Manager, of Grizzly Petroleum Company, LLC, a Colorado limited liability company, on behalf of said company.

Witness my hand and official seal.

My Commission expires: 07/31/2017
Address: 1801 Broadway, Suite 500
Denver, Colorado 80202

Ander Nichole Falls
Notary Public

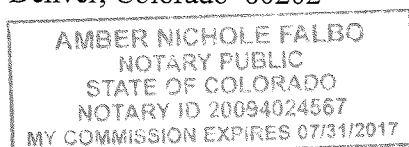


EXHIBIT "A"

*Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance dated effective June 1, 2016
from Kerr-McGee Oil & Gas Onshore LP to Grizzly Petroleum Company, LLC*

AGREEMENT NO.: 1231453000
LESSOR: UNION PACIFIC RESOURCES COMPANY, A DELAWARE CORPORATION
LESSEE: HS RESOURCES INC
EFFECTIVE DATE: 5/9/1994
RECORDATION: BOOK 4455, PAGE 0092, RECEPTION C0046513/C0580873
LANDS: TOWNSHIP 001 SOUTH, RANGE 066 WEST
SECTION 001: NE
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1231843000
LESSOR: UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION
LESSEE: PAN AMERICAN PETROLEUM CORPORATION
EFFECTIVE DATE: 11/25/1970
RECORDATION: BOOK 1657, PAGE 39, RECEPTION 910282/C0580873
LANDS: TOWNSHIP 001 SOUTH, RANGE 066 WEST
SECTION 001: S2, S2NW, LOT 2 (N2NW)
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1234918000
LESSOR: D. G. H. L. CORPORATION
LESSEE: ENERGY MINERALS CORPORATION
EFFECTIVE DATE: 1/10/1972
RECORDATION: BOOK 1783, PAGE 115, RECEPTION 951805
LANDS: TOWNSHIP 001 SOUTH, RANGE 066 WEST
SECTION 024: S2
ADAMS COUNTY, COLORADO

AGREEMENT NO.: 1360301000
LESSOR: ANADARKO LAND CORP. A NEBRASKA CORPORATION AND ANADARKO E&P ONSHORE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
LESSEE: KERR-MCGEE OIL & GAS ONSHORE LP
EFFECTIVE DATE: 12/1/2015
RECORDATION: RECEPTION 2015000102581
LANDS: TOWNSHIP 001 SOUTH, RANGE 066 WEST
SECTION 030: A TRACT OR PARCEL OF LAND IN THE SW,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE: A PARCEL OF LAND LOCATED IN THE S2 OF THE SW, MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED AT RECEPTION NO. 2015000102581.

PARCEL TWO: A PARCEL OF LAND LOCATED IN THE N2SW, MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED AT RECEPTION NO. 2015000102581.

ADAMS COUNTY, COLORADO

EXHIBIT "B"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

API	Well No.	Well Name	Operator	State	County	SHL TWN	SHL RNG	SHL SEC
0500106457	75470	D G H L 1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	66W	24
0500109236	75445	HSR-EPPINGER 6-1	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	ADAMS	1S	66W	1

EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016, from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

Agreement No.	Grantor	Grantee	Effective Date	Book	Page	Reception	County of Recordation	State of Recordation
1123596000	THE FARMERS RESERVOIR AND IRRIGATION COM	HS RESOURCES, INC.	4/3/1995					
1123490000	LULA M. EPPINGER, ET AL	HS RESOURCES, INC.	4/7/1994	4418	0122	C0029312	Adams	Colorado
1123515000	LULA M. EPPINGER, ET AL	HS RESOURCES, INC.	11/15/1994	4592	0854	C0109110	Adams	Colorado
1127215000	ALFRED L TRACY ET AL	BAYSWATER EXPLORATION & PRODUCTION LLC	5/23/2011					
1362868000	THE PRARIE CENTER DEVELOPMENT ET AL	ANADARKO E&P ONSHORE LLC	8/15/2006					

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("*Assignment*"), dated effective the 1st day of June, 2016 at 12:01 a.m. Mountain Time, is from Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, having an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("*Assignor*"), to Grizzly Petroleum Company, LLC, a Colorado limited liability company, having an address of 1801 Broadway, Suite 500, Denver, Colorado 80202 ("*Assignee*").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, subject to the terms, conditions, provisions, reservations and exceptions hereof, all of Assignor's right, title and interest in and to the following real and personal property interests:

1. The oil and gas leases (the "*Leases*") described in Exhibit A, including all working interests, INsofar AND ONLY INsofar as each Lease covers the lands identified on Exhibit A (the "*Lands*");
2. the unitization, pooling, and communitization agreements, declarations, orders, and the units created thereby relating to the Leases and Lands and any rights, titles, or interests in any pooled acreage, communitized acreage, or units arising on account of the Leases or the Lands having been pooled, communitized, or unitized into such units (the "*Units*");
3. all oil and gas wells, temporarily abandoned wells, and permanently plugged and abandoned wells, including all depths and all formations, located on the Lands, or on Units that include the Lands, including all of the wells described on Exhibit B (collectively, "*Wells*" and together with Leases, Lands, and Units, the "*Properties*");
4. all equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and primarily used or held for use for the production, gathering, treatment and processing (upstream of the flange to the intake valve), injecting, storage, sale, disposal and other handling of Hydrocarbons attributable to the Properties, including any wells, tanks, boilers, buildings, fixtures, pumping units and engines, flow lines, power lines, telephone lines, roads, and other appurtenances, improvements, and facilities related thereto (collectively, the "*Equipment*");
5. to the extent transferable and to the extent that they cover and pertain to the Properties, all surface leases, rights-of-way, and easements described in Exhibit C, along with the permits, licenses, and other surface rights agreements that are primarily related to the use, ownership, or operation of the Properties or Equipment, (collectively, the "*Surface Contracts*");
6. to the extent transferable all existing and effective Applicable Contracts, but only insofar as such contracts pertain exclusively or in part to the Assets and Properties.

The real and personal property interests conveyed in the preceding paragraphs may hereinafter be collectively referred to as the "*Assets*."

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

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

- A. Assignor reserves and retains unto itself all oil, gas, associated hydrocarbons, and other fee minerals owned by Assignor underlying any Lands.
- B. Assignor reserves and retains unto itself all royalty interests, overriding royalty interests, net profits interests, production payments, or other interests measured by or payable out of production of Hydrocarbons associated with the Properties.

- C. Assignor reserves and retains unto itself the fee surface estate covering any of the Lands.
- D. Assignor reserves and retains unto itself the flange to the intake valve at the applicable meter and any and all gathering equipment or infrastructure title in Seller's name located downstream thereof, including without limitation, meters, metering equipment, valves, well connect pipelines, trunk lines, and only to the extent necessary to maintain and operate said equipment and infrastructure, any easements, Surface Contracts or other property rights associated therewith.
- E. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THAT ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.**
- F. **EXCEPT FOR ASSIGNOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND BUYER ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." EXCEPT TO THE EXTENT PROVIDED IN ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AND SALE AGREEMENT DATED AUGUST 30, 2016 (EFFECTIVE JUNE 1, 2016), ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.**
- G. **ASSIGNEE SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE ASSIGNOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LOSSES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ASSIGNEE'S OWNERSHIP OR OPERATION OF THE ASSETS ASSIGNED HEREBY.** The term "Losses" or, in the singular, "Loss," means any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses (including costs and expense of operating the Assets) of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including penalties and interest on any amount payable as a result of any of the foregoing, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing. Without limiting the generality of the foregoing, the term "Losses" specifically includes any and all Losses arising from, attributable to, or incurred in connection with any (1) breach of contract, (2) loss or damage to property, injury to, or death of Persons, and other tortious injury, and (3) violations of applicable laws, including environmental laws,

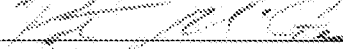
and any other legal right or duty actionable at law or equity.

- H. 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 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.
- I. This Assignment, Bill of Sale and Conveyance is expressly made subject to the terms, conditions and provisions of the Purchase and Sale Agreement, by and between Kerr-McGee Oil & Gas Onshore LP and Grizzly Petroleum Company, LLC effective June 1, 2016 (the "**Purchase Agreement**"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement.
- J. If there is a conflict between the terms of this Assignment, the Purchase Agreement, the terms of the Purchase Agreement shall control; the terms of the Purchase Agreement shall remain operative in their entirety and not be deemed to have merged into the terms of this Assignment.
- K. Separate governmental form assignments and/or transfers of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those Assignments and transfers 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 and transfer. The interests conveyed by such separate assignments and transfers are the same, and not in addition to, the Assets conveyed herein.
- L. This Assignment is made subject to all terms, conditions and reservations of record.
- M. This Assignment shall be deemed a covenant running with the land and be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- N. 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, and all of which together shall constitute but one and the same instrument.

EXECUTED by the parties on the respective dates shown in the Acknowledgments hereof.

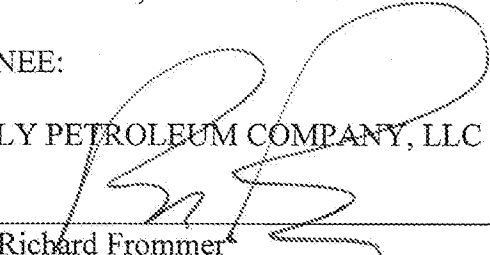
ASSIGNOR:

KERR-MCGEE OIL & GAS ONSHORE LP

By: 
Name: Patrick G. McGraw
Title: Agent & Attorney-in-Fact
Address: 1099 18th Street, Suite 1800
Denver, Colorado 80202

ASSIGNEE:

GRIZZLY PETROLEUM COMPANY, LLC

By: 
Name: Richard Frommer
Title: Manager
Address: 1801 Broadway, Suite 500
Denver, Colorado 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Witness my hand and official seal.

Angela Nichole Faller
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

AMBER NICHOLE FALBO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034624567
MY COMMISSION EXPIRES 07/31/2017

Witness my hand and official seal.

Andee Nichole Faller
Notary Public

AMBER NICHOLE FALSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054624867
MY COMMISSION EXPIRES 07/31/2017

EXHIBIT "A"

*Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance dated effective June 1, 2016
from Kerr-McGee Oil & Gas Onshore LP to Grizzly Petroleum Company, LLC*

AGREEMENT NO.: 1233119000
LESSOR: ARCHDIOCESE OF DENVER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 9/27/1990
RECORDATION: BOOK 3735, PAGE 785, RECEPTION 1074095
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 013: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233120000
LESSOR: BETTY P BRERETON, A WIDOW
LESSEE: MARTIN EXPLORATION MANAGEMENT CORP
EFFECTIVE DATE: 5/29/1984
RECORDATION: BOOK 1272, RECEPTION 578333
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 014: SE, E2NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233121000
LESSOR: RUTH P BRERETON, A WIDOW
LESSEE: MARTIN EXPLORATION MANAGEMENT CORP
EFFECTIVE DATE: 5/29/1984
RECORDATION: BOOK 1273, RECEPTION 579073
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 014: SE, E2NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233122000
LESSOR: AMERICAN PACIFIC FINANCIAL CORP.
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 11/20/1991
RECORDATION: BOOK 1706, RECEPTION 1148460
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 014: SENW, W2NE, N2NW, SWNW
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233123000
LESSOR: ROBERT KILKER, AKA JOHN ROBERT KILKER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 8/6/1991
RECORDATION: BOOK 1691, RECEPTION 1128349
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233124000
LESSOR: HOWARD B KILKER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 8/6/1991
RECORDATION: BOOK 1691, RECEPTION 1128350
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233125000
LESSOR: PATRICIA H GELWICK, A MARRIED WOMAN DEALING IN HER
SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 11/26/1991
RECORDATION: BOOK 1705, RECEPTION 1147289
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233126000
LESSOR: MICHAEL KILKER, INDIVIDUALLY AND AS HEIR OF EUGENE J.
KILKER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 4/1/1992
RECORDATION: BOOK 1726, RECEPTION 1175263
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233127000
LESSOR: PATRICIA SHEARER, INDIVIDUALLY AND AS HEIR OF EUGENE
J. KILKER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 4/1/1992
RECORDATION: BOOK 1726, RECEPTION 1175264
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233128000
LESSOR: BERTHA A HEALEY, A MARRIED WOMAN DEALING IN HER
SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1787, RECEPTION 1251712
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233129000
LESSOR: NORMA R LONG, A WIDOW
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1787, RECEPTION 1251711
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233130000
LESSOR: DARRELL B HUBER AND PATRICIA M HUBER, HUSBAND AND
WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1787, RECEPTION 1251710
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233131000
LESSOR: DARLENE M SIMMONS, A SINGLE WOMAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1787, RECEPTION 1251709
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233132000
LESSOR: VIOLET M ULIN AND WILLIAM W ULIN, WIFE AND HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1787, RECEPTION 1251708
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233133000
LESSOR: MYRTLE A BERGQUIST, A WIDOW
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1787, RECEPTION 1251707
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233134000
LESSOR: HELEN M YATES, A SINGLE WOMAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1790, RECEPTION 1254514
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233135000
LESSOR: FRED D HELLAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/16/1993
RECORDATION: BOOK 1836, RECEPTION 1306511
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233136000
LESSOR: DOROTHY N EISENBECK
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1790, RECEPTION 1254513
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233137000
LESSOR: DANIEL P HUBER AND BONNIE A HUBER, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1790, RECEPTION 1254512
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233138000
LESSOR: STEPHEN S WHITNEY, A MARRIED MAN DEALING IN HIS SOLE
AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1790, RECEPTION 1254511
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233139000
LESSOR: CHRISTINE H HUBER, WIDOW AND SOLE HEIR OF BYRON N.
HUBER, DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/15/1992
RECORDATION: BOOK 1795, RECEPTION 1260649
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233140000
LESSOR: VADERA HOLT AND CARL C HOLT, WIFE AND HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1790, RECEPTION 1254510
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233141000
LESSOR: RONALD M HUBER AND JO ANN HUBER, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1791, RECEPTION 1255340
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233142000
LESSOR: PATRICIA A MOULTON, A SINGLE WOMAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1791, RECEPTION 1255341
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233143000
LESSOR: FRANK A HUBER AND LINDA M HUBER, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1791, RECEPTION 1255342
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233144000
LESSOR: LILLIAN R RITCHEY AND DANIEL E RITCHEY, WIFE AND HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1791, RECEPTION 1255343
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233145000
LESSOR: KATHERINE I WARD, FORMERLY KNOWN AS KATHERINE MOSS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1791, RECEPTION 1255344
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233146000
LESSOR: WADE T POYNER, A SINGLE MAN, HEIR OF WILMA POYNER, DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/18/1992
RECORDATION: BOOK 1791, RECEPTION 1255345
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233147000
LESSOR: SHEDRICK T POYNER, WIDOWER AND HEIR OF WILMA PYNER, DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/18/1992
RECORDATION: BOOK 1792, RECEPTION 1257571
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233148000
LESSOR: JUDY M ENGH, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/18/1992
RECORDATION: BOOK 1792, RECEPTION 1257572
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233149000
LESSOR: DENNIS D HELLAND AND LINDA HELLAND, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1792, RECEPTION 1257573
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233150000
LESSOR: SHERRI HELLAND MCFADDEN, A MARRIED WOMAN DEALING
IN HER SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1792, RECEPTION 1257574
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233151000
LESSOR: VELMA A PHILLIPS ALSO KNOWN AS BID PHILLIPS AND T C
PHILLIPS, WIFE AND HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1792, RECEPTION 1257575
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233152000
LESSOR: DONNA R PORTER, FORMERLY KNOWN AS DONNA R. BROWN,
A SINGLE WOMAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1792, RECEPTION 1257576
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233153000
LESSOR: GAIL V OWENS, A MARRIED WOMAN DEALING IN HER SOLE
AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1792, RECEPTION 1257577
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233154000
LESSOR: SHARRON L DOUGLAS, A SINGLE WOMAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1792, RECEPTION 1257578
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233155000
LESSOR: FAITH E HELLAND, WIDOW AND HEIR OF BEN I. HELLAND, JR.,
DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1793, RECEPTION 1259029
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233156000
LESSOR: ROGER D HELLAND, A SINGLE MAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1793, RECEPTION 1259030
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233157000
LESSOR: MAE A HELLAND, WIDOW AND HEIR OF LOUIS C. HELLAND,
DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/28/1992
RECORDATION: BOOK 1793, RECEPTION 1259031
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233158000
LESSOR: ARNITA WATSON AND MERLE E WATSON, WIFE AND
HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1795, RECEPTION 1260650
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233159000
LESSOR: MARVIN W FABICK AND BARBARA J FABICK, HUSBAND AND
WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/28/1992
RECORDATION: BOOK 1795, RECEPTION 1260651
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233160000
LESSOR: TRACI ANN SCHURMAN, A MARRIED WOMAN DEALING IN HER
SOLE AND SEPARATE PROPERTY, HEIR OF WILMA POYNER,
DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/18/1992
RECORDATION: BOOK 1797, RECEPTION 1263725
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233161000
LESSOR: MICHELLE RENE WELLS, FORMERLY KNOWN AS SHELLEY
HELLAND LOMAN, A MARRIED WOMAN DEALIN IN HER SOLE
AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1797, RECEPTION 1263726
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233162000
LESSOR: JANINE HELLAND, A SINGLE WOMAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1797, RECEPTION 1263727
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233163000
LESSOR: JESSIE J HELLAND, A SINGLE MAN
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/23/1992
RECORDATION: BOOK 1797, RECEPTION 1263728
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233164000
LESSOR: SYLVIA PHILLIPS
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/20/1992
RECORDATION: BOOK 1797, RECEPTION 1264353
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233165000
LESSOR: BYRON D STONE, WIDOWER AND HEIR OF BOBBIE LOU STONE,
DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/28/1992
RECORDATION: BOOK 1804, RECEPTION 1272080
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233166000
LESSOR: MELVIN W FABICK
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 2/22/1993
RECORDATION: BOOK 1836, RECEPTION 1306533
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233167000
LESSOR: ROY M STONE, A SINGLE MAN, HEIR OF BOBBIE LOU STONE,
DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/28/1992
RECORDATION: BOOK 1807, RECEPTION 1275679
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233168000
LESSOR: NATHAN S STONE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/10/1993
RECORDATION: BOOK 1808, RECEPTION 1276464
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233169000
LESSOR: B JOY MCNEALY, HEIR OF BOBBIE LOU STONE, DECEASED
AND MARK E MCNEALY, HER HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/28/1992
RECORDATION: BOOK 1814, RECEPTION 1283752
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233170000
LESSOR: LYNNETTE D HUNTER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/15/1993
RECORDATION: BOOK 1836, RECEPTION 1306512
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233171000
LESSOR: LELAND L HELLAND AND ERMA M HELLAND, HUSBAND AND
WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/15/1993
RECORDATION: BOOK 1836, RECEPTION 1306513
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233172000
LESSOR: PATSY KILKER MCQUIRE, A MARRIED WOMAN DEALING IN
HER SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/15/1993
RECORDATION: BOOK 1836, RECEPTION 1306514
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233173000
LESSOR: ELLA KILKER THORNTON
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/15/1993
RECORDATION: BOOK 1836, RECEPTION 1306510
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233174000
LESSOR: WILLIAM SHEARER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/18/1993
RECORDATION: BOOK 1843, RECEPTION 1311143
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233175000
LESSOR: CAROL J CAMARENA, A MARRIED WOMAN DEALING IN HER
SOLE AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/8/1992
RECORDATION: BOOK 1843, RECEPTION 1311141
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233176000
LESSOR: DIANE WILLOUGHBY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/16/1993
RECORDATION: BOOK 1840, RECEPTION 1309510
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233177000
LESSOR: CAROL ANN RAKOZ
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/21/1993
RECORDATION: BOOK 1840, RECEPTION 1309509
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233178000
LESSOR: COLLEEN BUMBY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/18/1993
RECORDATION: BOOK 1840, RECEPTION 1309508
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233179000
LESSOR: VELMA KILKER, A WIDOW
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/15/1993
RECORDATION: BOOK 1840, RECEPTION 1309511
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233180000
LESSOR: PATRICIA ANN IRISH
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/21/1993
RECORDATION: BOOK 1843, RECEPTION 1311147
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233181000
LESSOR: STEPHEN M STONE, A MARRIED MAN DEALING IN HIS SOLE
AND SEPARATE PROPERTY, HEIR OF BOBBIE LOU STONE,
DECEASED
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/28/1992
RECORDATION: BOOK 1848, RECEPTION 1315988
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233182000
LESSOR: PAUL HELLAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/28/1993
RECORDATION: BOOK 1848, RECEPTION 1315989
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233183000
LESSOR: ARTHUR H NEUMANN AND PAULA NEUMANN, HUSBAND AND
WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 12/18/1991
RECORDATION: BOOK 1710, RECEPTION 1154482
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: A 56.5 ACRE TRACT LOCATED IN S2SE, MORE
PARTICULARLY DESCRIBED IN RECEPTION # 120976
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233184000
LESSOR: ROSCOE E HAIGHT AND JANICE D HAIGHT, HUSBAND AND
WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 1/14/1992
RECORDATION: BOOK 1714, RECEPTION 1159295
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: A TRACT OF LAND IN THE S2SE AS DESCRIBED IN
BOOK 706, AT RECEPTION NUMBER 950531 AND A TRACT
DESCRIBED IN BOOK 761 AT RECEPTION NUMBER 7919, LESS
AND EXCEPT A TRACT OF LAND DESCRIBED IN BOOK 761 AT
RECEPTION NUMBER 7918
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233185000
LESSOR: DONALD E IMEL
LESSEE: MARTIN EXPLORATION MANAGMENT COMPANY
EFFECTIVE DATE: 1/2/1992
RECORDATION: BOOK 1714, RECEPTION 1159293
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: S2SE, LESS AND EXCEPT THOSE TRACTS OF
LAND AS MORE SPECIFICALLY DESCRIBED IN BOOK 705,
RECEPTION #950205; BOOK 706, RECEPTION #950531; BOOK 708,
RECEPTION #952816; BOOK 1181, RECEPTION #465287
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233186000
LESSOR: VERNE C KEENAN AND KATHLEEN KEENAN, HUSBAND AND
WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 2/27/1992
RECORDATION: BOOK 1718, RECEPTION 1164785
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NESE, ALSO DESCRIBED AS LOT 2, BLOCK 3,
MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233187000
LESSOR: JANET A GINNOW AND ROBERT W GINNOW, WIFE AND
HUSBAND
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 2/18/1992
RECORDATION: BOOK 1720, RECEPTION 1167456
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NWSE, ALSO DESCRIBED AS LOT 2, BLOCK 2,
MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233188000
LESSOR: MARK A COOPER AND KRISTI S COOPER
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/13/1992
RECORDATION: BOOK 1770, RECEPTION 1231405
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS ALL OF LOT 3, BLOCK 3
AND THE S2 OF LOT 4, BLOCK 3, EXCEPT A TRACT DESCRIBED
AS: COMMENCING AT THE NW CORNER OF THE S2 OF LOT 4:
THENCE SOUTH 89 DEGREES 59 MINUTES EAST A DISTANCE OF
128.5 FEET: THENCE SOUTH 45 DEGREES, 08 MINUTES, 08
SECONDS WEST A DISTANCE OF 96.34 FEET: THENCE NORTH 89
DEGREES 55 MINUTES 15 SECONDS WEST A DISTANCE OF 60.3
FEET: THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS
EAST A DISTANCE OF 67.9 FEET TO PLACE OF BEGINNING. AND
LESS AND EXCEPT THE NORTH 307.7 FEET OF THE WEST 258
FEET OF LOT 3, ALL LOCATED WITHIN MAPLE GROVE
SUBDIVISON
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233189000
LESSOR: JOSEPH R VENCEL AND C FAYE VENCEL, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/13/1992
RECORDATION: BOOK 1734, RECEPTION 1185309
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS ALL OF LOT 3, BLOCK 3
AND THE S2 OF LOT 4, BLOCK 3, EXCEPT A TRACT DESCRIBED
AS: COMMENCING AT THE NW CORNER OF THE S2 OF LOT 4:
THENCE SOUTH 89 DEGREES 59 MINUTES EAST A DISTANCE OF
128.5 FEET: THENCE SOUTH 45 DEGREES, 08 MINUTES, 08
SECONDS WEST A DISTANCE OF 96.34 FEET: THENCE NORTH 89
DEGREES 55 MINUTES 15 SECONDS WEST A DISTANCE OF 60.3
FEET: THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS
EAST A DISTANCE OF 67.9 FEET TO PLACE OF BEGINNING. AND
LESS AND EXCEPT THE NORTH 307.7 FEET OF THE WEST 258
FEET OF LOT 3, ALL LOCATED WITHIN MAPLE GROVE
SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233190000
LESSOR: KAREN R RAINS AND WALTER D RAINS, WIFE AND HUSBAND
LESSEE: MARTIN EXPLORATION MANAGMENT COMPANY
EFFECTIVE DATE: 3/13/1992
RECORDATION: BOOK 1722, RECEPTION 1169726
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS LOT 1, BLOCK 2, MAPLE
GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233191000
LESSOR: RODERICK E DRUSE AND HELEN MARIE DRUSE, HUSBAND
AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/19/1992
RECORDATION: BOOK 1722, RECEPTION 1169723
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS E2 OF LOT 2, BLOCK 4
AND A 4.62 ACRES TRACT IN NESE, MAPLE GROVE
SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233192000
LESSOR: LEE O CHANEY, A MARRIED MAN ACTING IN HIS INDIVIDUAL
RIGHT
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/13/1992
RECORDATION: BOOK 1722, RECEPTION 1169724
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NWSE, ALSO DESCRIBED AS LOT 3, BLOCK 1
MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233193000
LESSOR: RAYMOND P DAVEY AND BEATRICE L DAVEY, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/24/1992
RECORDATION: BOOK 1723, RECEPTION 1171193
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NWSE, ALSO DESCRIBED AS LOT 2, LESS THE SOUTHERN 10 FEET OF EAST 10 FEET OF BLOCK 1 MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233194000
LESSOR: HARVEY A SPOMER AND CAROL J SPOMER, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/13/1992
RECORDATION: BOOK 1726, RECEPTION 1175258
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS LOT 3, BLOCK 2 MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233195000
LESSOR: MRS. LINDA E. STRACK, TRUSTEE FOR MARILYN I. CRIDER AND LYNETTE L. MESSICK
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/31/1992
RECORDATION: BOOK 1727, RECEPTION 1176630
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS LOT 4, BLOCK 2 MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233196000
LESSOR: AILEEN CAMPBELL
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/24/1992
RECORDATION: BOOK 1727, RECEPTION 1176632
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: NESE, LESS THE MAPLE GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233197000
LESSOR: FERN W PETT AND BARBARA J PETT, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/24/1992
RECORDATION: BOOK 1730, RECEPTION 1180817
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS The North 307.7 Feet of the West 258 feet of Lot 3, Block 3, Maple Grove Subdivision
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233198000
LESSOR: WILLIAM W AVERY AND JESSIE P AVERY, HUSBAND AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 3/31/1992
RECORDATION: BOOK 1736, RECEPTION 1188209
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 015: SE, ALSO DESCRIBED AS LOT 1, BLOCK 3 MAPLE
GROVE SUBDIVISION
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233201000
LESSOR: W B ANDERSON AKA WILLIAM BLAKLEY ANDERSON AND
RUBY J ANDERSON
LESSEE: MARTIN EXPLORATION MANAGEMENT CORPORATION
EFFECTIVE DATE: 3/21/1981
RECORDATION: BOOK 1159, RECEPTION 439450
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: S2S2SW AND MORE FULLY DESCRIBED IN
RECEPTION NUMBER 299942
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233202000
LESSOR: ELIZABETH G VARRA
LESSEE: MARTIN EXPLORATION MANAGEMENT CORPORATION
EFFECTIVE DATE: 3/21/1981
RECORDATION: BOOK 1159, RECEPTION 439451
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: S2S2SW AND MORE FULLY DESCRIBED IN
RECEPTION NUMBER 299942
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233203000
LESSOR: JAMES W SCHREITER AND MARGARET A SCHREITER
LESSEE: MARTIN EXPLORATION MANAGEMENT CORP
EFFECTIVE DATE: 2/4/1982
RECORDATION: BOOK 1200, RECEPTION 487321
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: N2NW
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233204000
LESSOR: HARRY G PALMER, A MARRIED MAN DEALING IN HIS SOLE
AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGMENT CORPORATION
EFFECTIVE DATE: 7/22/1991
RECORDATION: BOOK 1686, RECEPTION 1121247
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 023: NENE, SENE, E2SE, ALSO DESCRIBED AS THE
FOLLOWING: E2E2, LESS 5 ACRES CONVEYED TO CITY OF
BROOMFIELD, 2-10-81 AT RECEPTION NO. 433836 OF BOULDER
COUNTY, COLORADO
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233205000
LESSOR: MARTHA YAKES, A WIDOW
LESSEE: MARTIN EXPLORATION MANAGEMENT CORPORATION
EFFECTIVE DATE: 7/22/1991
RECORDATION: BOOK 1686, RECEPTION 1121248
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 023: NENE, SENE, E2SE, ALSO DESCRIBED AS THE
FOLLOWING: E2E2, LESS 5 ACRES CONVEYED TO CITY OF
BROOMFIELD, 2-10-81 AT RECEPTION NO. 433836 OF BOULDER
COUNTY, COLORADO
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233206000
LESSOR: STEVE SIM ROBERTS, SINDI R. AXELROD AND EDWARD A.
ROBERTS, TENANTS IN COMMON
LESSEE: VESSELS OIL & GAS COMPANY
EFFECTIVE DATE: 10/29/1991
RECORDATION: BOOK 1712, RECEPTION 1156613
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 023: NWNE, SWNE, E2NW, SWNW, W2SE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233207000
LESSOR: THEODORE F CARLSON, A MARRIED MAN DEALING IN SOLE
AND SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 8/8/1991
RECORDATION: BOOK 1687, RECEPTION 1122547
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 024: N2SE, SESE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233208000
LESSOR: W R MARKEL & COMPANY, A PARTNERSHIP
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 8/10/1991
RECORDATION: BOOK 1687, RECEPTION 1122914
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 024: SWSE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233209000
LESSOR: ROBERT P DAVISON, A MARRIED MAN DEALING IN SOLE AND
SEPARATE PROPERTY
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 11/5/1991
RECORDATION: BOOK 1706, RECEPTION 1148459
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 027: N2, LESS AND EXCEPT A TRACT OF LAND
CONVEYED BY DEED RECORDED NOVEMBER 22ND, 1965 ON
FILM 552 AS RECEPTION NUMBER 799793; AND ALSO LESS AND
EXCEPT THE WESTERLY 25 FEET OF SAID LAND CONVEYED BY
DEED RECORDED JULY 31ST, 1900 IN BOOK 232 AT PAGE 164;
AND ALSO LESS AND EXCEPT A TRACT OF LAND CONVEYED
BY DEED RECORDED MARCH 25TH, 1914 IN BOOK 373 AT PAGE
358, RECORDS OF BOULDER COUNTY, COLORADO
SECTION 028: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233210000
LESSOR: HEWIT FAMILY PARTNERSHIP, A COLORADO PARTNERSHIP
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 11/5/1991
RECORDATION: BOOK 1706, RECEPTION 1148455
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 027: N2, LESS AND EXCEPT A TRACT OF LAND
CONVEYED BY DEED RECORDED NOVEMBER 22ND, 1965 ON
FILM 552 AS RECEPTION NUMBER 799793; AND ALSO LESS AND
EXCEPT THE WESTERLY 25 FEET OF SAID LAND CONVEYED BY
DEED RECORDED JULY 31ST, 1900 IN BOOK 232 AT PAGE 164;
AND ALSO LESS AND EXCEPT A TRACT OF LAND CONVEYED
BY DEED RECORDED MARCH 25TH, 1914 IN BOOK 373 AT PAGE
358, RECORDS OF BOULDER COUNTY, COLORADO
SECTION 028: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233211000
LESSOR: T W ANDERSON
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 11/20/1991
RECORDATION: BOOK 1706, RECEPTION 1148456
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 027: N2, LESS AND EXCEPT A TRACT OF LAND
CONVEYED BY DEED RECORDED NOVEMBER 22ND, 1965 ON
FILM 552 AS RECEPTION NUMBER 799793; AND ALSO LESS AND
EXCEPT THE WESTERLY 25 FEET OF SAID LAND CONVEYED BY
DEED RECORDED JULY 31ST, 1900 IN BOOK 232 AT PAGE 164;
AND ALSO LESS AND EXCEPT A TRACT OF LAND CONVEYED
BY DEED RECORDED MARCH 25TH, 1914 IN BOOK 373 AT PAGE
358, RECORDS OF BOULDER COUNTY, COLORADO
SECTION 028: NE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1233229000
LESSOR: ROCKY MOUNTAIN FUEL COMPANY, A DELAWARE
CORPORATION
LESSEE: MARTIN EXPLORATION MANAGEMENT CORPORATION
EFFECTIVE DATE: 4/13/1981
RECORDATION: BOOK 1165, RECEPTION 445889
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 002: NE, NW
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234430000
LESSOR: TRILLIUM CORPORATION, A WASHINGTON CORPORATION
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 4/2/1992
RECORDATION: BOOK 1726, RECEPTION 1174736
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: E2E2NE, E2W2NE, W2E2NE, W2W2NE, SENW,
MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS
DESCRIPTION LOCATED IN AN OIL AND GAS LEASE RECORDED
AT BOOK 1726, RECEPTION NO. 01174736
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234431000
LESSOR: LARRY J THOMPSON AND KAREN K THOMPSON, HUSBAND
AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/5/1992
RECORDATION: BOOK 1742, RECEPTION 1197279
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: SESE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234432000
LESSOR: MERLE DEAN SHIRK, A SINGLE PERSON
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/5/1992
RECORDATION: BOOK 1742, RECEPTION 1197278
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: W2SE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234433000
LESSOR: WILLIAM F ANDERSON AND DIXIE LEE ANDERSON, HUSBAND
AND WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 6/5/1992
RECORDATION: BOOK 1742, RECEPTION 1197277
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 021: NESE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234434000
LESSOR: MARTHA YAKES
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 7/31/1991
RECORDATION: BOOK 1688, RECEPTION 1123602
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 028: SE
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234435000
LESSOR: STATE DEPARTMENT OF HIGHWAYS, DIVISIONS OF HIGHWAYS,
STATE OF COLORADO
LESSEE: MARTIN EXPLORATION MANAGEMENT CORP
EFFECTIVE DATE: 5/9/1983
RECORDATION: BOOK 997, PAGE 1082, RECEPTION 1927923
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 029: ALL, MORE PARTICULARLY DESCRIBED IN AN
OIL AND GAS LEASE RECORDED IN BOOK 997, PAGE 1082 AT
RECEPTION NO. 1927923
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1234436000
LESSOR: WILLIAM H PELTIER, INDIVIDUALLY AND AS THE SURVIVING
PARTNER OF THE BOULDER VALLEY COAL COMPANY, A
PARTNERSHIP AND HELEN C PELTIER, HIS WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT COMPANY
EFFECTIVE DATE: 4/23/1991
RECORDATION: BOOK 1673, RECEPTION 1104071
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 010: NESE, SWSW
SECTION 015: NW
BOULDER COUNTY, COLORADO

AGREEMENT NO.: 1236248000
LESSOR: PASQUALE VARRA AND JACQUELINE VARRA, HIS WIFE
LESSEE: MARTIN EXPLORATION MANAGEMENT CORP
EFFECTIVE DATE: 3/11/1981
RECORDATION: BOOK 1158, RECEPTION 438394
LANDS: TOWNSHIP 001 SOUTH, RANGE 069 WEST
SECTION 020: SE
SECTION 021: N2SW
BOULDER COUNTY, COLORADO

EXHIBIT "B"
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP to Grizzly Petroleum Company, LLC

API	Well No.	Well Name	Operator	State	County	SHL TWN	SHL RNG	SHL SEC
0501306292	75040	PELTIER 1-15	KERR-MCGEE OIL AND GAS ONSHORE LP	CO	BOULDER	1S	69W	15

EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2016 from Kerr-McGee Oil Gas Onshore LP and Grizzly Petroleum Company, LLC

Agreement No.	Grantor	Grantee	Effective Date	Reception	County of Recordation	State of Recordation
1123374000	ISABELLE MAYHOFFER ESTATE	MARTIN EXPLORATION MANAGEMENT COMPANY	11/25/1992			
1125243000	CONOCOPHILLIPS COMPANY	KERR MCGEE OIL & GAS ONSHORE LP	8/10/2010	03104763	Boulder	Colorado
1125436000	MARKEL FAMILY PARTNERSHIP, LTD	PATINA OIL AND GAS CORP	8/4/1999			