STATE OF COLORADO §
§
COUNTY OF MOFFAT §

ASSIGNMENT AND BILL OF SALE

This **ASSIGNMENT AND BILL OF SALE** (this "Assignment") dated December 30, 2016 (the "Closing Date"), but effective from and after 7:00 a.m. Mountain Time Zone, September 1, 2016 (the "Effective Date"), is by and between **Chevron U.S.A. Inc.**, a Pennsylvania corporation, with a mailing address of 1400 Smith Street, Houston, Texas 77002 ("CUSA") and **XBM Production, L.P.**, a Delaware limited partnership, with an address at 1400 Smith Street, Houston, Texas 77002 ("XBM"), and **Hilcorp Energy Development, L.P.**, a Delaware limited partnership, with a mailing address of 1111 Travis Street, Houston 77002 ("Assignee"). CUSA and XBM are each referred to herein as an "Assignor" and collectively as "Assignors" which shall not be interpreted to undermine, amend or otherwise impact the distinct status of each Assignor as a separate legal entity.

WITNESSETH:

1. DEFINITIONS, INTERPRETATIONS AND EXHIBITS.

1.1 As used in this Assignment, these words or expressions have the following meanings:

"Affiliate" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the following:

(A) The shares entitled to vote at a general election of directors of such other entity.

(B) The voting interest in such other entity if such entity does not have either shares or directors.

Affiliates of Assignors expressly include Chevron Corporation.

"Applicable Law(s)" means laws, regulations, statutes, codes, rules, orders, permits, policies, licenses, certifications, decrees, judgments, standards or interpretations imposed by any Government Entity that apply to this Assignment, including those that apply to the Area where the Assets are located.

"Areas" means the limits and boundaries of the Leases, Units and other Real Property Interests, in each case, only to the extent each such Lease, Unit or other Real Property Interest is located in Moffat County, Colorado.

"Asset Documents" has the meaning given in Section 2.1(D)(2) of this Assignment.

"Asset Sale and Purchase Agreement" means that certain Asset Sale and Purchase Agreement dated effective as of the Effective Date, by and between Assignors, Chevron Midcontinent, L.P., MX Production, L.P. and PT Production, L.P., as Sellers, and Assignee, as Buyer, together with any exhibits, schedules or other attachments thereto.

"Assets" has the meaning given in Section 2.1 of this Assignment.

"Assignee Parties" means Assignee, Assignee's Affiliates, and the partners, members, directors, officers, employees, contractors, and representatives of each of them.

"Assigned Petroleum Substances" has the meaning given in Section 2.1(E) of this Assignment.

"Assignor Parties" means each Assignor, such Assignor's Affiliates, and the directors, officers, employees, contractors and representatives of each of them.

"Claim" means any claim, liability, loss, expense, Tax, fee, fine, consulting fee, demand, damages, Encumbrance, cause of action of any kind, obligation, costs, judgment, penalty, interest and award (including recoverable legal counsel fees and costs of litigation of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

"Closing" means the consummation of the sale and purchase of the Assets in accordance with Section 4 of the Asset Sale and Purchase Agreement.

"Encumbrance" means any charge, lien, mortgage, pledge, royalties or other security interest whatsoever, any agreement or arrangement to create any of the foregoing or any agreement or arrangement that would affect an Assignor's ability to freely dispose of the Assets to Assignee.

"Excluded Assets" means the items listed as "Excluded Assets" in Exhibit B – Excluded Assets and Excluded Claims.

"Facilities" has the meaning given in Section 2.1(B)of this Assignment.

"Government Entity" means any department, court, tribunal, exchange, authority, commission, board, instrumentality or agency of any municipal, local, state, federal or other governmental authority (including regulatory authorities and administrative bodies) and any subdivision of the foregoing.

"JOA" means any and all joint operating agreements or similar agreements relating to the Assets.

"Leases" means all valid and existing oil and gas leases, subleases and other leaseholds, licenses, deeds, operating rights, working interests, permits, authorizations, net revenue interests, mineral interests, and other documents of title, royalty interests, overriding royalty interests, net profit interests, payments out of productions, carried interests, reversionary rights, contractual rights to production or other interests in Petroleum Substances in, under, or that may be produced from or attributable to lands located in the Areas, including those set forth in Exhibit A – Description of Assets and Related Documents, through which the holder is entitled to drill for, own or remove Petroleum Substances within, upon or under the Areas or through which that holder is (or is deemed to be) entitled to a share of Petroleum Substances removed from the Areas, and includes, if applicable, all amendments, renewals and extensions of those documents and all documents issued in substitution therefor.

"Operations Contracts" has the meaning given in Section 2.1(D)(1) of this Assignment.

"Operator" means the operator of the Assets appointed pursuant to the relevant Asset Document, Operations Contract or Applicable Law.

"Party" means each individual Assignor and Assignee and "Parties" means all of them.

"Person" means any person, company, consortium, association, entity, government, independent governmental organization, or any agency or subdivision of the government.

"Petroleum Substances" means any mineral, oil, hydrocarbon or natural gas existing in its natural condition in strata, including gas, well gas, any condensate and sulfur, but not including coal, bituminous shale or other stratified deposits from which oil must be extracted by distillation.

"Pipeline Imbalances" has the meaning given in Section 2.1(F)(2) of this Assignment.

"Production Imbalances" has the meaning given in Section 2.1(F)(1) of this Assignment.

"Real Property Interests" has the meaning given in Section 2.1(D)(3)of this Assignment.

"Reasonable Efforts" means, with respect to conduct under this Agreement, the efforts that a reasonable person in the position of the applicable Party would use to engage in that conduct effectively; provided, however, that such efforts shall not require a Party to incur any liability, pay any money in excess of $1,000 or provide any other consideration in order to engage in that conduct effectively.

"Rights to Petroleum Substances" has the meaning given in Section 2.1(A) of this Assignment.

"Third Party" means any Person other than Assignor Parties or Assignee Parties.

"Units" means any unitization, pooling, communitization agreements, declarations, designations or orders relating to the Leases located in Moffat County, Colorado, and all of each Assignor's interest in and to the properties covered or units created thereby, to the extent attributable to the Leases located in Moffat County, Colorado.

"Wells" has the meaning given in Section 2.1(C) of this Assignment.

1.2 **Interpretation**. Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Assignment:

(A) The plural and singular words each include the other.

(B) The masculine, feminine and neuter genders each include the others.

(C) The word "or" is not exclusive.

(D) The words "includes" and "including" are not limiting.

(E) References to the Parties include their respective successors and permitted assignees.

(F) References to matters "arising" (or which "arise" or "arises") "out of this Assignment" include matters which arise in connection with this Assignment or have a causal connection with or which flow from this Assignment or which would not have arisen or occurred but for the entering into this Assignment or the performance of or failure to perform obligations under this Assignment.

(G) The headings in this Assignment are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Assignment.

(H) If a conflict exists between any provisions of this Assignment as they apply to a Party, the provision that imposes the more onerous obligation on that Party prevails to the extent of the conflict.

1.3 **Exhibits.**

(A) All of the Exhibits that are attached to the body of this Assignment are an integral part of, and are incorporated by reference into, this Assignment, including:

(1) Exhibit A – Description of Assets and Related Documents; and

(2) Exhibit B – Excluded Assets and Excluded Claims.

2. ASSIGNMENT

2.1 **Assignment**. For and in consideration of the sum of One Hundred ($100), cash in hand paid, and other valuable consideration, including the assumption by Assignee of the obligations and liabilities described in the Asset Sale and Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, Assignors, subject to the Asset Sale and Purchase Agreement (which Asset Sale and Purchase Agreement is incorporated herein by reference for all purposes), do hereby sell, transfer, assign, convey, set over and deliver unto Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, but without warranty of any kind, express or implied, except that Assignors shall warrant title to Assignee as to the Assets against the claims of all Persons claiming an interest therein by, through or under Assignors, with subrogation against Assignors' predecessors in title (excluding Affiliates of Assignors), subject to the terms hereof, all of Assignors' rights, title and interests in and to the following as of the Effective Date, subject to the reservations, Excluded Assets, and other provisions of this Assignment (collectively, the "Assets"):

(A) **Rights to Petroleum Substances**. Each Assignor's interest in and to the Leases and the Units and all Petroleum Substances in place that may be produced therefrom (the "Rights to Petroleum Substances").

(B) **Facilities**. The "Facilities" which means:

(1) Physical assets located on the Areas and used for production, mechanical separation, handling, gathering, storage, processing, treatment, sale, disposal or other operations relating to Petroleum Substances within the Areas, including all of the following:

(a) All buildings, structures, facilities, foundations.

(b) All platforms, gathering lines, pipelines, gas lines, water lines, flowlines and production and storage facilities.

(c) All equipment, machinery, fixtures, materials and improvements.

(d) Pipeline laterals, to the extent located on any of the Leases or within any of the Areas or serving the Assets as a gathering line under a distinct right-of-way.

(2) Any additional items, whether located within or beyond the Areas, that are identified as Facilities in Exhibit A – Description of Assets and Related Documents.

(C) **Wells**. Any Petroleum Substance wells, salt water disposal wells, injection wells, groundwater monitoring wells, groundwater recovery wells, water wells and other wells and wellbores, including wellheads and well equipment, located on or used in connection with the Leases or the Units and within the Areas, whether or not producing, shut-in, or temporarily abandoned, or, if permanently plugged and abandoned, located on the Leases, to which an Assignor has right, title and interest as of the Effective Date, including those listed on Exhibit A – Description of Assets and Related Documents (the "Wells").

(D) **Additional Assets**. All of the following, to the extent that these items are transferable and pertain to the property(s) being assigned:

(1) All contracts, agreements and documents other than Asset Documents, to the extent pertaining to the Assets, including those listed on Exhibit A – Description of Assets and Related Documents by which any of the Assets are bound and that will be binding on Assignee after the Closing (the "Operations Contracts").

(2) The agreements and documents through which the Rights to Petroleum Substances and all other rights related to the development and exploitation of the Rights to Petroleum Substances are derived, including the Leases and Units set forth in Exhibit A – Description of Assets and Related Documents (the "Asset Documents").

that Assignee indemnifies, defends, releases and holds harmless any Assignor Party or otherwise assumes or pays under the Asset Sale and Purchase Agreement.

(6) Subject to Section 2.9 of the Asset Sale and Purchase Agreement, all telecommunication and communications equipment and services, Wide Area Radio System control stations, remote terminal units, and SCADA hardware which is not (a) listed as excluded on Exhibit B – Excluded Assets and Excluded Claims, or (b) otherwise indicated on Schedule2.9 (A) of the Asset Sale and Purchase Agreement as being (i) under an obligation of return to an Assignor, or (ii) owned by a Third Party.

(7) Except as excluded or limited under the terms of the Asset Sale and Purchase Agreement, the Records.

(8) Except for those vehicles identified on Exhibit B – Excluded Assets and Excluded Claims. all trucks. motor vehicles. trailers. track mobile and

(B) **Assignor does not make any warranty or representation, express or implied in fact or by law, with respect to any matter or thing and disclaims all liability and responsibility for any representation, warranty, collateral contract, statement, assurance, opinion or information made or communicated (orally or in writing) to Assignee (including those by any agent, advisor, Assignor Parties or consultant of Assignor or Assignor Parties).**

(C) **Without limiting the generality of the foregoing, Assignor expressly disclaims any representation or warranty, express, statutory or implied, as to any of the following:**

(1) **The quantity, existence, quality, value or deliverability of Petroleum Substances or other minerals, or other reserves attributable to the Assets.**

(2) **The physical state, origin, quantity, quality, safety, title, compliance with government regulations, merchantability, fitness for any particular purpose or condition of any of the Assets including any property, Facilities, plant and equipment used in the operation of any of the Assets or the production, transportation or sale of Petroleum Substances by or on behalf of Assignor.**

(3) **The content, character or nature of any geological, geophysical, technical, engineering (including petroleum engineering), economic or other interpretations, forecasts, evaluations or cost estimates concerning the Assets.**

(4) **Environmental Obligations relating to the Assets and the existence, if any, of Environmental Conditions, the amount of any future costs associated with Decommissioning Obligations or Environmental Obligations relating to the Assets, or the extent of any liability related to Decommissioning Obligations or Environmental Obligations.**

(5) **The accuracy or completeness of any Records, projections, information or materials furnished or made available, including that made available on site visits, in management presentations and in meetings with Assignor's management or employees or otherwise, to Assignee at any time in connection with the sale of the Assets, including the quality, quantity or Environmental Obligations of or related to the Assets or any other matters contained in the Records or any other materials furnished or made available to Assignee by Assignor or any Assignor Parties. All such Records, records, reports, projections, information and other materials furnished by Assignor or otherwise made available to Assignee are provided to Assignee as a convenience, and do not create or give rise to any liability of or against Assignor. Any reliance on or use of the same shall be at Assignee's sole risk to the maximum extent permitted by law.**

(6) **The ability of Assignee to claim or recover any costs incurred by it or by Assignor in accordance with the terms of the Asset Documents.**

(7) **The value of the Assets or the future value of revenues generated by the Assets.**

6.2 ASSIGNEE ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS.

(A) **Except as otherwise provided in this Assignment or the Asset Sale and Purchase Agreement, Assignee acknowledges and agrees that at Closing, it shall accept all Assets in their then "AS IS, WHERE IS" condition and with all faults, with an expressed acceptance and understanding of the disclaimers contained in this Assignment.**

(B) **Except as otherwise provided in this Assignment or the Asset Sale and Purchase Agreement, Assignee further acknowledges each of the following:**

(1) **That the Assets have been used for oil and gas exploration, drilling and producing operations, pipeline, transportation, gathering or processing operations, and other related oilfield operations, including, possibly the injection, storage or disposal of produced water or waste materials incidental to or occurring in connection with such operations.**

(2) **That physical changes in the land, groundwater or subsurface may have occurred as a result of any such uses and that Assignee has entered into this Assignment on the basis of Assignee's own investigation of, or right to investigate, the physical condition of the Assets, including the Facilities and equipment, and the surface and subsurface conditions.**

(3) **Assignee assumes the risk that adverse physical conditions, including the presence of unknown, abandoned or unproductive oil wells, gas wells, equipment, pits, landfills, flowlines, pipelines, water wells, injection wells and sumps, which may or may not have been revealed by Assignee's investigation, are located thereon or therein, and whether discovered, discoverable, hidden, known or unknown to Assignee as of the date hereof.**

(C) **Assignee acknowledges each of the disclaimers set forth in Section 6.1 of this Assignment, and acknowledges and affirms that, except for the representations, warranties and covenants contained in this Assignment and the Asset Sale and Purchase Agreement and the special warranty of title contained in this Assignment, (1) Assignee has not relied upon any Assignor representation, warranty, statement, opinion or information (or, in each case, the lack thereof) in entering into or carrying out the transactions contemplated by this Assignment and (2) Assignee waives all rights and remedies which but for this Section 6 would or might have been available to it in respect of such representation, warranty, collateral contract, statement, assurance, opinion or information.**

(D) Except as otherwise provided for in this Assignment or the Asset Sale and Purchase Agreement, effective upon Closing, Assignee shall assume and be responsible for all obligations and liabilities of Assignor accruing under the Asset Documents and Operations Contracts on and after the Effective Date or attributable, in any way, to the Assets and all laws, orders, rules, and regulations concerning conditions of the Assets discovered, discoverable, hidden, known or unknown and agrees to execute any instrument or document required by Assignor to evidence such assumption. This Assignment is made expressly subject to all agreements, leases, easements, permits, commingling authorizations and other contracts relating to the Assets, whether or not specifically identified in this Assignment.

(E) Assignee will have made, or arranged for others to make, or will have been afforded the opportunity to make, an inspection and inventory of the Assets and, if not performed, waives such right at and with Closing.

(F) Assignee affirms that it is relying on its own independent investigation, analysis and evaluation of the geological, geophysical, technical, engineering (including petroleum engineering), economic or other interpretations, forecasts, evaluations or cost estimates concerning the Assets, the costs of and prospects for further development in relation to the Assets including any future and current Taxes in relation to the Assets, except as otherwise provided for in this Assignment or the Asset Sale and Purchase Agreement.

(G) Assignee acknowledges and agrees that Assignors cannot and do not covenant, warrant or guarantee that Assignee shall become successor operator of the Assets or portions of the Assets which Assignor may presently operate, since same may be subject to unit, pooling, communitization or operating agreements or other agreements which control the appointment of a successor operator. Assignee agrees to indemnify, defend, release and hold harmless each Assignor and its Affiliates from any Claims made by Assignee or any of its Affiliates in relation to the matters described in this Section 6.2(G). Subject to the foregoing, each Assignor agrees, however, that as to the Assets it operates, it shall use Reasonable Efforts to support Assignee's efforts to become successor operator of such Assets (to the extent permitted under any applicable JOA) effective as of Closing and to designate and/or appoint, to the extent legally possible and permitted under any JOA, Assignee as successor operator of such Assets effective as of Closing.

(H) Assignee acknowledges that Assignor digitally images and may retain certain Records in electronic format, and may provide imaged or electronic Records rather than hard copies pursuant to the Asset Sale and Purchase Agreement.

6.3 WAIVER OF CONSUMER RIGHTS.

(A) Assignee waives its rights under the Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Texas Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Assignee's own selection, Assignee

voluntarily consents to this waiver. In order to evidence its ability to grant the above waiver, Assignee represents and warrants to each Assignor all of the following:

(1) **Assignee is in the business of seeking or acquiring, by purchase or lease, goods or services for commercial or business use.**

(2) **Assignee has knowledge and experience in financial and business matters that enables it to evaluate the merits and risks of the contemplated transaction.**

(3) **Assignee is not in a significantly disparate bargaining position.**

7. ASSUMPTION OF OBLIGATIONS AND CONSENT TO ASSIGN.

7.1 Subject to the terms of the Asset Sale and Purchase Agreement, and except for the Retained Obligations or as otherwise expressly provided in this Assignment or the Asset Sale and Purchase Agreement, Assignee assumes all duties, obligations and liabilities, and, as applicable, the covenants, terms, and provisions, express or implied, with respect to the Assets, whether arising before, on, or after the Effective Date.

7.2 Notwithstanding anything herein to the contrary, Assignee does not assume, and has no obligation to indemnify, defend or hold harmless any Assignor Party for any Claims constituting Retained Obligations or any other Claims or damages for which an Assignor is obligated to indemnify any Assignee Party under the terms of the Asset Sale and Purchase Agreement.

7.3 Assignee shall not sell, transfer or otherwise convey the Assets located in Moffat County, Colorado, in whole or in part, to any other Person without CUSA's prior written consent.

8. GOVERNING LAW AND RESOLUTION OF DISPUTES

8.1 Except as set forth in Section 8.2of this Assignment, this Assignment and any Claim (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment is governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules or those of any other jurisdiction that would cause the laws of another jurisdiction to apply.

8.2 The validity of the conveyances affecting the title to real property shall be governed by and interpreted under the laws of the State in which the real property is located; provided, however, that, to the extent permitted under the laws of such State, the provisions contained in such conveyances and the remedies available because of a breach of such provisions shall be governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules or those of any other jurisdiction that would cause the laws of another jurisdiction to apply.

8.3 The provisions of Section 23 of the Asset Sale and Purchase Agreement shall govern the resolution of any Dispute that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment.

9. GENERAL PROVISIONS

9.1 **Entire Agreement.** This Assignment along with the Asset Sale and Purchase Agreement, and the other agreements contemplated by the Asset Sale and Purchase Agreement, constitute the entire understanding between Assignors and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

9.2 **Conflicts.** In case of any conflict between the terms and provisions of the Asset Sale and Purchase Agreement and the terms and provisions of this Assignment, the terms and provisions of the Asset Sale and Purchase Agreement shall prevail. Notwithstanding the foregoing, Third Parties may rely upon this Assignment (A) to vest title to the Assets in Assignee and (B) for the description of the Assets conveyed, which Assets are not reduced or diminished in any manner by the terms of the Asset Sale and Purchase Agreement.

9.3 **Further Assurances**. The Parties shall, at their own cost and expense, execute, acknowledge and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment and the Asset Purchase and Sale Agreement or to show the ability to carry out the intent and purposes of this Assignment and the Asset Sale and Purchase Agreement.

9.4 **Counterparts**. This Assignment may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each Party execute the same counterpart so long as identical counterparts are executed by each Party.

9.5 **Limited Assignment**. Assignors and Assignee acknowledge and agree that (A) separate assignments of the Assets may be executed for filing with different recording jurisdictions, (B) it is the intent of Assignors and Assignee that this Assignment shall only convey title to, and the terms and conditions of this Assignment shall only apply to, the Assets to the extent the Assets are located in Moffat County, Colorado.

9.6 **Transition Operations Contracts**. Notwithstanding the Closing, the Transition Operations Contracts will transfer from Assignors to Assignee on February 1, 2017 at 12:01 a.m. Mountain Time Zone. No further action by Assignors or Assignee is required to effectuate the transfer of the Transition Operations Contracts from Assignors to Assignee.

[Signature Pages Follow]

The Parties have executed this Assignment as evidenced by the following signatures of authorized representatives of the Parties:

ASSIGNORS:
Chevron U.S.A. Inc.

Signature: Ann E. Wacker

Name: Ann E. Wacker

Title: Acquisition and Divestiture Officer

ASSIGNEE:
Hilcorp Energy Development, L.P.

By: Hilcorp Energy Company, its general partner

Signature: JCR

Name: Jason C. Rebrook

Title: President

XBM Production, L.P.
By: Chevron, U.S.A. Inc., its general partner

Signature: Ann E. Wacker

Name: Ann E. Wacker

Title: Acquisition and Divestiture Officer

Real Property Interests
Easements and Surface Leases

Agreement Number	Lessor/Grantor	Original Lessee/Grantee	Effective Date	Recordation	Legal Description
060811	UNITED STATES DEPARTMENT OF THE INTERIOR (COC 57863)	TEXACO EXPLORATION AND PRODUCTION INC	10/19/1995	NA	ACCESS ROAD #1 T.12N., R.100W., SECTION 30, LOT 8, SECTION 31, LOT 5; T.12N., R.101W., SECTION 25, SE/4 SW/4, S/2 SE/4, SECTION 36, NW/4 NE/4, 6TH PM. MOFFAT COUNTY COLORADO. THE ROAD IS APPROXIMATELY 3,696 FEET LONG AND 20 FEET WIDE, CONSISTING OF 1.70 ACRES. ACESS ROAD #2 T.12N., R.101W., SECTION 23, NE/4 SE/4, SECTION 24, SW/4 NW/4, NW/4 SW/4, 6TH PM, MOFFAT COUNTY, COLORADO. THE ROAD IS CROWNED, IS APPROXIMATELY 30 FEET WIDE AND 2,112, FEET LONG, CONSISTING OF 1.45 ACRES. ACCESS ROAD #3 T.12N., R.100W, SECTION 30, LOTS 5 AND 6; T.12N., R.101W., SECTION 24, NE/4 SW/4, NW/4 SE/4, SW/4 SE/4, SE/4 SE/4, SECTION 25, NE/4 NE/4, 6TH PM, MOFFAT COUNTY, COLORADO. THE ROAD IS CROWNED, IS APPROXIMATELY 30 FEET WIDE AND 7,392 FEET LONG, CONSISTING OF 5.09 ACRES. ACCESS ROAD #3A T.12N., R.100W., SECTION 30, LOTS 5, 6, 7; T.12N., R.101W., SECTION 25, NW/4 NE/4, SE/4 NE/4, N/2 NW/4, SECTION 26, NE/4 NE/4, NW/4 NE/4. THE ROAD IS 30 FEET WIDE AND 12,144 FEET LONG, CONSISTING OF 8.36 ACRES. ACCESS ROAD #4 T.12N., R.100W., SECTION 19, LOT 6 AND 7; T.12N., R.101W., SECTION 24, SE/4 NE/4, 6TH PM, MOFFAT COUNTY, COLORADO. THE ROAD IS APPROXIMATELY 30 FEET WIDE AND 528 FEET LONG, CONSISTING OF

Agreement Number	Lessor/Grantor	Original Lessee/Grantee	Effective Date	Recordation	Legal Description
					.36 ACRES. ACCESS ROAD #5 T.12N., R.100W., SECTION 17, LOTS 8, SECTION 19, NW/4 NE/4, SE/4 NE/4, NE/4 SE/4, SECTION 20, NE/4 NE/4, SW/4 NE/4, SW/4, NW/4 SE/4, 6TH PM, MOFFAT COUNTY COLORADO. THERE IS ONE BRIDGE IN SECTION 20, N/2 NW/4 SE/4. THE ROAD IS CROWNED, IS APPROXIMATELY 30 FEET WIDE AND 12,144 FEET LONG, CONSISTING OF 8.36 ACRES. ACCESS ROAD #6 T.12N., R.100W., SECTION 18, LOTS 11 AND 12, SECTION 19, NW/4 NE/4, NE/4 NW/4, 6TH PM, MOFFAT COUNTY, COLORADO. THE ROAD IS CROWNED, IS APPROXIMATELY 20 FEET WIDE AND 3,168 FEET LONG, CONSISTING OF 1.45 ACRES. ACCESS ROAD #7 T.12N., R.100W., SECTION 21, LOT 4, SW/4 SE/4, SECTION 28, NE/4, W/2 SE/4, SE/4 SE/4, SECTION 33, NE/4 NE/4, SECTION 34, NW/4 NW/4, SW/4 NW/4, 6TH PM, MOFFAT COUNTY, COLORADO. THE ROAD IS CROWNED, IS APPROXIMATELY 30 FEET WIDE AND 10,560 FEET LONG, CONSISTING OF 7.27 ACRES. ACCESS ROAD #7A T.12N., R.100W., SECTION 28, SW/4 NE/4, S/2 NW/4, SECTION 29 SE/4 NE/4, 6TH PM, MOFFAT COUNTY, COLORADO. THIS ROAD IS NOT CROWNED AND IS APPROXIMATELY 20 FEET WIDE AND 3,300 FEET LONG, CONSISTING OF 1.51 ACRES. ACCESS ROAD #8 T.12N., R.100W., SECTION 18 LOT 9, SEECTION 19, LOT 5; T.12N., R.101W., SECTION 24, NE/4 NE/4. THE ROAD IS CROWNED, IS 20 FEET WIDE AND 1,584 FEET LONG,

Agreement Number	Lessor/Grantor	Original Lessee/Grantee	Effective Date	Recordation	Legal Description
					CONSISTING OF .72 ACRES.
151890	TEXAS PRODUCTION COMPANY	MOUNTAIN FUEL SUPPLY COMPANY	10/1/1930	N/A	USA/Colorado/Moffat 06 T012N - R100W: S/2 SECTION 19, ALL OF SECTIONS 28 AND 29; T012N - R101W: S/2 OF SECTION 23, S/2 OF SECTION 24
823458	UNITED STATES DEPARTMENT OF THE INTERIOR (COC 69907)	CHEVRON USA INC	8/15/2006	NA	USA/Colorado/Moffat PIPELINE RIGHT-OF-WAY T12N - R100W, 6TH P.M. SEC 21: LOT 5, E/2 W/2 SW/4 SEC 28: N/2 NE/4 NW/4, W/2 NW/4 NE/4
824765	UNITED STATES DEPARTMENT OF THE INTERIOR (COC 058925)	TEXACO EXPLORATION AND PRODUCTION INC	2/8/1996	NA	USA/Colorado/Moffat T12N - R100W, 6TH P.M. SEC 18: LOT 9
824766	UNITED STATES DEPARTMENT OF THE INTERIOR (COC 64594)	TEXACO EXPLORATION AND PRODUCTION INC	12/14/2000	NA	USA/Colorado/Moffat T12N - R101W, 6TH P.M. SEC 34: ACCESS ROAD LOCATED THROUGH THE SE/4 SE/4 NE/4, E/2 NE/4 SE/4
824782	UNITED STATES DEPARTMENT OF THE INTERIOR (COC 56737)	TEXACO EXPLORATION AND PRODUCTION INC	4/13/1995	NA	USA/Colorado/Moffat ACCESS ROAD RIGHT-OF-WAY FOR THE DUNCAN B#4 WELL; 28 FEET WIDE AND 5333 FEET LONG WITHIN T12N - R100W, 6TH P.M. SECTION 21: LOTS 2, 4 - 6 SECTION 22: NE/4 NW/4, S/2 NW/4

Operations Contracts

Agreement Number	Agreement Type	Agreement Name	First Party/Operator	Other Parties	Effective Date
042628	Unit - Communitization	HIAWATHA B COM	SKELLY OIL COMPANY	CIRCLE PETROLEUM CORPORATION ETAL	06/23/1959
042705	Unit - Communitization	DUNCAN UNIT #1 COM HIAWATHA	TEXACO INC	NONE	08/01/1962
042706	Unit - Communitization	DUNCAN UNIT #2 COM HIAWATHA	TEXACO INC	NONE	08/01/1962
042707	Unit - Communitization	DUNCAN UNIT #3 COM HIAWATHA	TEXACO INC	NONE	08/01/1962
042708	Unit - Communitization	DUNCAN-VAN SCHAICK UNIT COM	TEXACO INC	NONE	04/01/1961
042709	Unit - Communitization	VAN SCHAICK UNIT #1 COM HIAWATHA	TEXACO INC	NONE	08/01/1962
042710	Unit - Communitization	HIAWATHA - WASATCH COM	SKELLY OIL COMPANY	GETTY OIL COMPANY ETAL	12/01/1972
151211	Farmout	HIAWATHA FIELD FOA	TEXACO EXPLORATION AND PRODUCTION INC	BROWNLIE WALLACE ARMSTRONG AND BANDER EXPLORATION A COLORADO GENERAL PARTNERSHIP	05/12/1993

Agreement Number	Agreement Type	Agreement Name	First Party/Operator	Other Parties	Effective Date
151911	Salt/Waste Water Disposal	HIAWATHA FIELD F WILSON NO 1 SWD	MOUNTAIN FUEL SUPPLY COMPANY	TEXACO INC	01/02/1981

Transistion Operations Contract

Midstream Agreements					
QLS #	**Agreement Name**	**Agreement Type**	**Counterparty**	**Effective Date**	**Full or Partial**
836987	Gas Gathering, Processing, and Aid in Construction Agreement	Gas Processing	QEPM Gathering I, LLC	9/1/2010	Full
Right Angle #MIDAM12LP0001	Shipper/Plant Dedication Agreement	NGL Transportation	Mid-America Pipeline Company, LLC	6/1/2006	Partial

Asset Documents
See Unit Agreements listed under Operations Contracts.

Wells

API10	Well Name	Well Number	Operator
0508105467	DYER C	1	CHEVRON USA INC
0508105515	VAN SCHAICK "C"	1	CHEVRON USA INC
0508105522	VAN SCHAICK "B"	1	CHEVRON USA INC
0508105528	DUNCAN "B"	2	CHEVRON USA INC
0508105530	VAN SCHAICK UNIT 1	1	CHEVRON USA INC
0508105531	DUNCAN-VAN SCHAICK UT 1	1	CHEVRON USA INC
0508105546	DUNCAN UNIT 2	1	CHEVRON USA INC
0508105547	DUNCAN "A"	3	CHEVRON USA INC
0508105548	HIAWATHA-GOV'T "B"	1	CHEVRON USA INC
0508105550	DUNCAN "B"	6	CHEVRON USA INC
0508105567	DUNCAN UNIT 1	2	CHEVRON USA INC
0508105568	DUNCAN UNIT 3	1	CHEVRON USA INC
0508105578	DUNCAN UNIT 1	1	CHEVRON USA INC
0508105582	F.S. DUNCAN B	3	CHEVRON USA INC
0508105710	VAN SCHAICK "A"	3	CHEVRON USA INC
0508105713	VAN SCHAICK "C"	4	CHEVRON USA INC
0508105715	VAN SCHAICK "C" (NCT-2)	2	TEXACO EXPLORATION & PROD
0508105719	VAN SCHAICK-GOV'T "B"	2	CHEVRON USA INC
0508105733	DUNCAN "B"	8	CHEVRON USA INC
0508106076	VAN SCHAICK-GOV'T "B"	3	CHEVRON USA INC

API10	Well Name	Well Number	Operator
0508106113	VAN SCHAICK "B"	7	CHEVRON USA INC
0508106766	DUNCAN UNIT 1	3	CHEVRON USA INC
0508106833	DUNCAN UNIT 3	2	CHEVRON USA INC
0508106834	DUNCAN VAN SCHAICK UNIT 1	2	CHEVRON USA INC
0508106846	VAN SCHAICK "A" UNIT	4	CHEVRON USA INC
0508106864	F S DUNCAN B	5	CHEVRON USA INC
0508106865	DUNCAN B	9	CHEVRON USA INC
0508106866	F S DUNCAN B	10	CHEVRON USA INC
0508106888	DUNCAN UNIT 2	2	CHEVRON USA INC
0508106889	HIAWATHA	B-2	CHEVRON USA INC
0508106893	GOVT DYER "B"	2	CHEVRON USA INC
0508106981	VAN SCHAICK	4	CHEVRON USA INC
0508106982	VAN SCHAICK	5	CHEVRON USA INC
0508106983	DUNCAN	3	CHEVRON USA INC
0508106987	DUNCAN	4	CHEVRON USA INC
0508107001	HIAWATHA	3	CHEVRON USA INC
0508107002	DYER	2	CHEVRON USA INC
0508107003	DYER	3	CHEVRON USA INC
0508107004	DUNCAN UNIT	1-4	CHEVRON USA INC
0508107010	VAN SCHAICK "C"	5	CHEVRON USA INC
0508107030	DUNCAN B	11	CHEVRON USA INC
0508107031	DUNCAN VANSCHAICK	3	CHEVRON USA INC
0508107032	VAN SCHAICK	5	CHEVRON USA INC
0508107062	VAN SCHAICK	6	CHEVRON USA INC
0508107063	VAN SCHAICK	9	CHEVRON USA INC

API10	Well Name	Well Number	Operator
0508107064	DUNCAN	5	CHEVRON USA INC
0508107065	DUNCAN VANSCHAICK	4	CHEVRON USA INC
0508107075	DUNCAN B	12	CHEVRON USA INC
0508107076	DUNCAN B	13	CHEVRON USA INC
0508107084	VAN SCHAICK C	10	CHEVRON USA INC
0508107100	DUNCAN	1-6	CHEVRON USA INC
0508107136	DUNCAN	3-4	CHEVRON USA INC
0508107137	DUNCAN 3	5	CHEVRON USA INC
0508107141	DUNCAN	2-5	CHEVRON USA INC
0508107192	DUNCAN	B-15	CHEVRON USA INC
0508107198	DUNCAN	B-14	CHEVRON USA INC
0508107199	VAN SCHAICK	A-7	CHEVRON USA INC
0508107200	DUNCAN VAN SCHAICK	1-5	CHEVRON USA INC
0508107275	VAN SCHIACK	1-8	CHEVRON USA INC
0508107280	VAN SCHAICK	A-8	CHEVRON USA INC
0508105422	DYER "B"	1	CHEVRON USA INC
0508105520	VAN SCHAICK	1	CHEVRON USA INC
0508105551	OBORNE, H W	1	CHEVRON USA INC
0508106514	OBORNE, H W	2	CHEVRON USA INC
0508106925	CHIPPEWA DEEP	1	CHEVRON USA INC
0508106849	FEDERAL	19-1	MATRIX PRODUCTION COMPANY

END OF EXHIBIT A

EXHIBIT B – EXCLUDED ASSETS AND EXCLUDED CLAIMS

Attached to and made part of that certain Assignment and Bill of Sale dated effective as of September 1, 2016, by and between Chevron U.S.A. Inc. and XBM Production, L.P., as Assignors, and Hilcorp Energy Development, L.P., as Assignee

1. EXCLUDED ASSETS

1.1 All rights, titles, claims and interests of any Assignor related to the Assets for all periods prior to the Closing Date (A) under any policy or agreement of insurance or indemnity, (B) under any bond (including any bond posted by Envirocon, Inc. or its Affiliates pursuant to that certain Asset Purchase and Sale Agreement dated December 8, 2009, by and between BP America Production Company, Merit Energy Company, LLC, CUSA, Forest Oil Corporation and Envirocon, Inc.), or (C) to any insurance or condemnation proceeds or awards, excluding, in each case of (A), (B) and (C), any and all Claims against Third Parties covering or relating to any Claims that Assignee is obligated to indemnify, defend, release and hold harmless any Assignor Party hereunder that have been paid by Assignee.

1.2 Claims of any Assignor for any Tax refunds, recoupment, rebates or credits.

1.3 All amounts due or payable to any Assignor as adjustments to insurance premiums related to the Assets for all periods prior to the Closing Date.

1.4 Any existing or future refund of costs or expenses borne by an Assignor or an Assignor's predecessors in title attributable to the period prior to the Effective Date.

1.5 Any and all proceeds from production and from the settlements of contract disputes with purchasers of Petroleum Substances or byproducts from the Assets, including, without limitation, settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Date.

1.6 All Petroleum Substances produced from the Assets with respect to all periods prior to the Effective Date and all related proceeds from the disposition of such Petroleum Substances, except for Petroleum Substances and related proceeds from the disposition of such Petroleum Substances for which an adjustment to the Purchase Price has been made pursuant to the Asset Sale and Purchase Agreement in favor of Assignors.

1.7 All of each Assignor's intellectual property rights, patents, trade secrets, copyrights, names, marks and logos.

1.8 All rights, obligations, benefits, awards, judgments, settlements, if any, applicable to any litigation pending in which an Assignor is a named claimant or plaintiff or holds beneficial rights or interests, to the extent related to periods prior to the Effective Date, excluding, in each case any and all Claims against Third Parties covering or relating to any Claims that Assignee is obligated to indemnify, defend, release and hold harmless any Assignor Party hereunder that have been paid by Assignee.

1.9 Unless otherwise listed on Exhibit A – Description of Assets and Related Documents, each Assignor's master service agreements and charter party agreements, storage or

warehouse agreements, supplier contracts, service contracts, insurance contracts, and construction agreements.

1.10 Unless otherwise listed on Exhibit A – Description of Assets and Related Documents or on Schedule 2.9(A), all software, photocopy machines, and personal computers and associated software.

1.11 All telecommunication and communications equipment and services, Wide Area Radio System control stations, remote terminal units, and SCADA hardware which is listed designated on Schedule 2.9(A) as being (A) under an obligation of return to an Assignor, or (B) owned by a Third Party.

1.12 All fixtures, facilities, pipe lines or gathering lines owned by Chevron Pipe Line Company or any other division of an Assignor or subsidiary of Chevron Corporation, unless such assets are expressly identified and included on Exhibit A – Description of Assets and Related Documents.

1.13 Unless otherwise listed on Exhibit A – Description of Assets and Related Documents or described as part of the Assets, each Assignor's interest, if any, in any gas processing plant (including the Table Rock Gas Processing Plant in Sweetwater County, Wyoming) separation facility or gas treating plant serving the Assets.

1.14 All tools, emergency medical response supplies (including automated external defibrillators, oxygen and combi tubes) except for Government Entity required first aid kits, identified surplus equipment, whether or not any of the foregoing are identified on any Exhibit or Schedule as being excluded.

1.15 All Third Party owned equipment and property located on or used in connection with the Assets, including contractor equipment and leased equipment.

1.16 Except for the data covered by the Data License, any and all proprietary or licensed raw or processed or re-processed geophysical data (including magnetic tapes, field notes, seismic lines, analyses and similar data or information) and all of each Assignor's proprietary software and any derivatives therefrom, data licensing agreements and seismic licenses between an Assignor and Third Parties, if any.

1.17 The #23-2 water disposal well in the Table Rock Unit located in Sweetwater County, Wyoming.

1.18 The following vehicles:

Vin	Model Year	Make	Model	Asset Type
1FMJK1J56BEF48715	2011	Ford	Passenger	Expedition
1FTFW1EF9DKG35627	2013	Ford	F150 4x4	Light Truck
1FMJK1J53BEF52429	2011	Ford	Passenger	Expedition

Vin	Model Year	Make	Model	Asset Type
96UO4514	1980	Caterpillar	14G	Equipment
300076837	2004	JLG	600S	Equipment
16VCX1824T1D75707	1996	BIG TEX	Tandem Axle	Trailer
1WC200F1X24047246	2002	Wells Fargo	WC200 Single Axle	Trailer
1FTPW145X7FB11865	2007	Ford	F-150 4x4 Su	Vehicle

1.19 Any proofs of claim that an Assignor or its Affiliates have filed in bankruptcy matters relating to periods prior to the Effective Date, including, but not limited to, (A) liquidated claims, (B) contingent claims, (C) unliquidated claims, (D) future claims or (E) claims arising from sales, leases, joint operating agreements or other agreements relating to the Assets. Any proof of claim can only be assigned by express written agreement of an Assignor or its Affiliates and subject to Applicable Law.

1.20 That certain Office Lease Agreement dated July 1, 2014, by and between Uinta Board of Cooperative Services #1 and CUSA (as amended) for the office building located at 1013 W. Cheyenne Dr., Evanston, Wyoming.

1.21 The former auto shop, located about 7 miles south of Carter Creek Gas Plant on a Union Pacific Land Resources Corporation surface fee tract (QLS#980675) in the SW/4 of Section 19, Township 16 North, Range 120 West, Uinta County, Wyoming.

1.22 Any other assets specifically identified as retained or excluded under this Agreement.

2. EXCLUDED CLAIMS

2.1 Sharon Coffey, as the Wrongful Death Representative of Thomas Wayne Coffey, deceased v. Chevron U.S.A. Inc., a/k/a Chevron North America Exploration and Production Co., and/or Chevron U.S.A. Production Co., Civil No. 16-CV-001-S in the United States District Court for the District of Wyoming.

2.2 Any Claim for the mis-payment of royalties arising from the measurement of Hydrocarbons at Birch Creek Battery A located in Sublette County, Wyoming from July 1, 2008 to February 28, 2015.