

**ASSIGNMENT AND BILL OF SALE**

STATE OF COLORADO    §  
                                  §  
COUNTIES OF ADAMS   §  
AND ARAPAHOE         §

This Assignment and Bill of Sale (this "Assignment") is dated November 22, 2016, but certain financial benefits and burdens of the Assets (as defined below) shall be transferred effective as of 12:01 A.M. Central Time, on October 1, 2016 (the "Effective Time"), by and between BISON OIL & GAS, LLC, a Colorado limited liability company ("Assignor"), with offices at 999 18<sup>th</sup> Street, Suite 3370, Denver, CO 80202, and BISON EXPLORATION, LLC, a Delaware limited liability company ("Assignee"), with a mailing address at P.O. Box 1168 Denver, CO 80201. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase and Sale Agreement, dated as of November 22, 2016, by and between Assignor and Assignee (the "Purchase Agreement").

**ARTICLE 1**  
**CONVEYANCE OF ASSETS**

Section 1. Conveyance of Assets. FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment and with effect as of the Effective Time, hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or reversionary, in and to the following (but excluding the Excluded Assets (as defined below)) (collectively, the "Assets"):

(a) all oil, gas, and mineral leases, subleases, other leaseholds and all fee mineral interests located in Adams County, Colorado and Arapahoe County, Colorado, including those Leases that are described on Exhibit "A-2" (the "Leases") and any amendments, extensions, acreage designations, ratifications, and/or partial releases affecting such leases, whether or not such instruments are described on Exhibit "A-2", together with (i) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the lands covered thereby, (ii) all rights, options, titles and interests of Assignor and its Affiliates, including rights to obtain or otherwise earn any interest in the Leases or within the lands covered by the Leases or any acreage pooled, communitized or unitized therewith (the "Lands"), (iii) all royalties, overriding royalty interests, nonparticipating royalties, reversionary interests, carried interests, options, convertible interests, net profits interests, payments out of production, contractual rights to production, farmout rights, and other similar rights, properties and interests to Hydrocarbons produced or in place (other than the Bison ORRI) and any other interests in the Lands, (iv) all interest derived from such leases in or to any pools or

units that include any lands covered by any such leases or all or a part of any such leases or include any Wells, and (v) all tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units;

(b) oil and gas wells set forth and described on Exhibit "B";

(c) any and all wells other than oil and gas wells, equipment, and facilities located on the Leases and Lands used in connection with operations on the Leases and Lands, including pumps, well equipment (surface and subsurface), saltwater disposal wells, water wells, water lines, machinery, tools, fixtures, compressors, compression and processing facilities, valves, meters, separators, tanks, tank batteries, platforms, rigs, pulling machines, boilers, coolers, buildings, pipe yards, utility lines, sulfur recovery facilities, pipeline gathering lines, flow lines, transportation lines, dehydration facilities, computer and automation equipment, pressure transmitters, central processing equipment, treatment facilities, owned rolling stock, including trailers, rolling test equipment, rolling machinery and other portable wheeled equipment, and other tangible personal property, improvements and facilities located on the Assets or used, or held for use, as of the date hereof in connection with the ownership or operation of the Assets or the production of Hydrocarbons from the Assets, in each case that are owned or leased by Assignor or its Affiliates, EXCLUDING, HOWEVER, any wells, equipment, and facilities described on Schedule 1(a);

(d) all oil, gas, minerals, and other gaseous and liquid hydrocarbons, or any combination of the foregoing, produced from and attributable to the Leases (the "Hydrocarbons") (or proceeds from the sale of Hydrocarbons) produced from or attributable to the Assets after the Effective Time, together with Imbalances associated with the Assets after the Effective Time, which would otherwise accrue for the Assignor's benefit;

(e) all Hydrocarbons in storage or existing in stock tanks, pipelines and/or plants (including inventory) as of the Effective Time;

(f) all valid and subsisting contracts, agreements, and instruments by which any of the Assets are bound or subject, or that relate to or are otherwise applicable to any of the Assets, only to the extent applicable to the Assets or the production of Hydrocarbons from the Assets, including: operating agreements; unitization, pooling, and communitization agreements; production sharing agreements; declarations, and orders; joint venture agreements; farmin and farmout agreements; water rights agreements; production handling agreements; exploration agreements; area of mutual interest agreements; participation agreements; exchange agreements; transportation or gathering agreements; agreements for the sale and purchase of Hydrocarbons; drilling contracts; work orders under master service agreements (but excluding master service agreements); and processing agreements, to the extent applicable to the Assets or the production of Hydrocarbons from the Assets; EXCLUDING, HOWEVER, any (i) master service agreements, (ii) contracts, agreements, or other instruments described on Schedule 1(a) and (iii) Debt Contracts and Hedging Contracts;

(g) to the extent assignable, (i) all surface fee interests appurtenant to and used or held for use in connection with the Assets and (ii) all valid and subsisting easements, permits, licenses, servitudes, rights-of-way, surface leases or other surface rights that directly relate to or are otherwise directly applicable to any of the Assets, including the easements, permits, licenses, servitudes, rights-of-way, surface leases, and surface rights described on Exhibit "C" ("Surface Rights"); but excluding, in all instances, any such interest or right to the extent transfer is restricted by Third Party agreement, a Governmental Body or applicable Legal Requirements; *provided* that Assignor shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Assignee;

(h) to the extent assignable, transferrable or reissuable, all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, approvals, authorizations, franchises and related instruments or rights relating to the ownership, operation or use of the Assets, but excluding, in all instances, any such instrument or right to the extent transfer is restricted by Third Party agreement, a Governmental Body or applicable Legal Requirements; *provided* that Assignor shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Assignee;

(i) proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to third parties and are being held in suspense by Assignor as the operator of such Wells;

(j) originals (or electronic digital copies to the extent originals do not exist) of any books, records, files, information and data, whether written or electronically stored, in each case to the extent relating to the Assets and to the extent in Assignor's or any of its Affiliates' possession, including: (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) contract files; (iii) correspondence; (iv) operations, environmental, production and accounting records; (v) production, facility and well records and data; (vi) all geological and geophysical data (including seismic data) relating to the Assets and all interpretations thereof, including logs, maps and engineering data; and (vii) reserve reports; but excluding any of the foregoing items to the extent comprising or otherwise attributable to the Excluded Assets;

(k) (i) all (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (B) liens and security interests in favor of Assignor or its Affiliates, whether choate or inchoate, under any Legal Requirement or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition at or after the Effective Time of any of the Assets or to the extent arising in favor of Assignor or its Affiliates as to the operator or non-operator of any Asset; (ii) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Assignor and its Affiliates, whether arising before, on, or after the Effective Time, to the extent, and only to the extent, such rights, claims or causes of action are associated with the Assets and relate to any of the Assumed Liabilities, excluding items for which Assignor is

indemnifying the Buyer Group under the Purchase Agreement; (iii) all rights of Assignor and its Affiliates to audit the records of any Third Party and to receive refunds or payments of any nature (other than with respect to Taxes), and all amounts of money relating thereto, in each case, relating to the Assets or any Assumed Liabilities, from and after the Effective Time, except to the extent such rights relate to items for which Assignor is indemnifying the Buyer Group under the Purchase Agreement; and

(l) any and all claims for refunds of, credits attributable to, or similar Tax assets relating to the following Taxes (but only the extent such Taxes are paid or economically borne by Assignee or its Affiliates): (A) Asset Taxes allocated to Assignee pursuant to Section 13.02(c) of the Purchase Agreement, (B) Income Taxes relating to the ownership or operation of the Assets that are attributable to any period (or portion thereof) beginning on or after the date hereof, and (C) any other Taxes relating to the ownership or operation of the Assets that are attributable to any period (or portion thereof) beginning on or after the Effective Time.

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Assignment, the Assets shall not include, and there is hereby excepted, reserved and excluded from this transaction (collectively, the "Excluded Assets"):

- (a) any data, books, files, software, and records to the extent disclosure or transfer (i) is prohibited by applicable Legal Requirements or contracts, or (ii) is subject to consents to transfer or the payment of a fee or other consideration by any contract, and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable; *provided* that Assignor shall use commercially reasonable efforts to obtain necessary consents to transfer of all such rights and interests to Assignee;
- (b) any data and records relating to the sale of the Assets, including communications with the advisors or representatives of Assignor or any of its Affiliates and bids received from, and records of negotiations with, third parties;
- (c) (i) any original or copies of data, books, files, software, and records permitted to be retained by Assignor pursuant to the terms hereof, (ii) master service agreements, software, or licenses used for both the Assets and other assets owned by Assignor, and (iii) any other data, books, files, software, and records to the extent relating to any Excluded Assets;
- (d) all Hedging Contracts and Debt Contracts;
- (e) all proprietary or licensed geological and geophysical data (including seismic data) relating to the Assets and all interpretations thereof to the extent disclosure or transfer is subject to consents to transfer or the payment of a fee or other consideration by any contract, and for which no consent to transfer has been

received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable;

- (f) all trade credits, accounts receivable, notes receivable, and other receivables and general intangibles attributable to the Assets with respect to any period of time prior to the Effective Time;

- (g) except to the extent related to the Assumed Liabilities, all rights, claims and causes of action of Assignor and its Affiliates to the extent (i) arising from acts, omissions, or events, or damage to or destruction of property occurring prior to the Effective Time, or (ii) affecting any of the Excluded Assets;

- (h) all rights, titles, claims, and interests of Assignor (except to the extent related to the Assumed Liabilities and not under Assignor's Affiliate policies or agreements) arising prior to the Effective Time (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance proceeds or awards;

- (i) all rights, titles, claims and interests of Assignor relating to any Casualty Loss from acts, omissions or events, or damage to or destruction of property prior to the date hereof;

- (j) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, excluding all rights and interests with respect to Imbalances as of the Effective Time, together with all proceeds from or attributable to such Hydrocarbons;

- (k) any and all claims of Assignor for refund of, credits or loss carry forwards with respect to, or similar Tax assets relating to the following Taxes (but only the extent such Taxes are paid or economically borne by Assignor or its Affiliates):

- (i) Asset Taxes allocated to Assignor pursuant to Section 13.02(c) of the Purchase Agreement, (ii) Income Taxes relating to the ownership or operation of the Assets that are attributable to any period (or portion thereof) ending prior to the date hereof, (iii) any other Taxes attributable to any of the Excluded Assets, and (iv) any other Taxes relating to the ownership or operation of the Assets that are attributable to any period (or portion thereof) ending prior to the Effective Time;

- (l) except to the extent related to the Assumed Liabilities, all amounts due or payable to Assignor as adjustments or refunds under any Contracts, with respect to periods prior to the Effective Time, specifically including (i) credits, adjustments, or refunds under any Order or Legal Requirement, and (ii) amounts recoverable from audits under operating agreements, but excluding all rights and interests with respect to Imbalances as of the Effective Time;

- (m) all of Assignor's and its Affiliates' intellectual property, including proprietary computer software, patents, trade secrets, copyrights, names, marks, and logos;

(n) to the extent subject to a Required Consent, any Contract the transfer of which to Assignee is prohibited by any bona fide Third Party restriction and for which the necessary consents to transfer are not obtained; *provided, however*, that Assignor has used its commercially reasonable efforts to obtain a waiver of any such restriction in accordance with Section 12.02 of the Purchase Agreement;

(o) to the extent subject to a Required Consent, any Surface Rights the transfer of which to Assignee is restricted by any Legal Requirement and for which the necessary authorizations or consents to transfer are not obtained; *provided, however*, that Assignor has used its commercially reasonable efforts to obtain a waiver of any such restriction in accordance with Section 12.02 of the Purchase Agreement;

(p) any Permit, the transfer of which to Assignee is restricted by any Legal Requirement and for which the necessary authorizations or consents to transfer are not obtained; *provided, however*, that Assignor has used its commercially reasonable efforts to obtain a waiver of any such restriction;

(q) all of Assignor's corporate minute books, financial records, and other business records that relate to Assignor's business generally and not specifically to the Assets;

(r) all communications equipment (including antenna towers, radios, personal computers and associated peripherals, all radio and telephone equipment and telemetry devices), tools, warehouse stock;

(s) all documents of Assignor that may be protected by an attorney-client privilege or attorney work product privilege (other than title opinions and Contracts);

(t) all vehicles;

(u) office leases, buildings and any office furniture, fixtures and equipment, whether located on or off Leases or Surface Rights;

(v) all computers and computer hardware;

(w) all trademarks, trade names and other intellectual property with respect to "Bison" or any variant thereof, except as permitted pursuant to the Consent to Use of Name between Assignor and Assignee, entered into in November, 2016 ;

(x) all cash and cash equivalents (without prejudice to Assignee's right to an adjustment under Section 2.05(b) of the Purchase Agreement where applicable);

(y) the Bison ORRI

(z) the Pending Leases and Subject Leases;

(aa) the assets described on Schedule 1(a); and

- (bb) all rights, title and interest in and to the assets (whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or otherwise) owned by any Affiliate of Assignor.

## ARTICLE 2 SPECIAL WARRANTY AND DISCLAIMERS

**Section 2.1 Special Warranty of Title.** Assignor hereby agrees to warrant and defend Defensible Title to the Leases and Wells shown on Exhibit "A-2" and Exhibit "B", to the extent of the interests shown on Exhibit "A-2" and Exhibit "B" attached to the Purchase Agreement, unto Assignee, its successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Assignor and its Affiliates but not otherwise, subject to the Permitted Encumbrances (the "Special Warranty"). The Parties acknowledge and agree that the Special Warranty shall constitute and be considered a special warranty of title by, through and under Assignor under applicable Laws. Recovery by Assignee for any breach by Assignor of the Special Warranty shall be subject to the limitations set forth in Section 12.07 of the Purchase Agreement.

**Section 2.2 Subrogation.** Assignor hereby assigns to Assignee all rights, claims and causes of action under title warranties given or made by Assignor's respective predecessors in interest (other than Assignor or any Affiliates of Assignor) with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

### **Section 2.3 Disclaimers of Warranties and Representations.**

(a) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, INCLUDING THE SPECIAL WARRANTY SET FORTH HEREIN, OR IN THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR ITS AFFILIATES OR REPRESENTATIVES BY ANY RESPECTIVE AFFILIATE OR REPRESENTATIVE OF ASSIGNOR OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ASSIGNOR). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, INCLUDING THE SPECIAL WARRANTY SET FORTH HEREIN, OR IN THE PURCHASE AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B)**

THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY ASSIGNOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE DATE HEREOF), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN SECTION 2.3(a) ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE 3  
MISCELLANEOUS

Section 3.1 Assignment Subject to the Purchase Agreement. This Assignment is executed and delivered pursuant to the terms of the Purchase Agreement and is specifically made subject to the terms, conditions and covenants contained therein. The terms, conditions and covenants of the Purchase Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. Notwithstanding the foregoing, third parties may conclusively rely on this Assignment to vest title to the Assets in Assignee.

Section 3.2 Covenant Running with the Land. Assignor and Assignee hereby agree and provide notice that the interests in the Assets conveyed hereunder shall be subject to and burdened by this Assignment and the Purchase Agreement, that the Purchase Agreement is not intended to and does not merge into this Assignment but survives in accordance with its terms, and that the terms of this Assignment and the Purchase Agreement are appurtenant to and run with the real property interests included in the Assets, including the respective indemnities of the Parties with respect to Assumed Liabilities and Retained Liabilities and other matters specified in the Purchase Agreement, and further, that this Assignment and the Purchase Agreement shall be binding and enforceable upon and inure to the benefit of the respective successors and assigns of the Parties and including any successor of any interest in the Assets.

Section 3.3 Assignee's Assumed Obligations. Assignee, subject in each case to the terms of the Purchase Agreement, assumes and agrees to fulfill, perform, pay and



discharge the following liabilities arising from, based upon, related to, or associated with the Assets (collectively, the "Assumed Liabilities") subject to Assignor's indemnity obligations under Section 11.02 of the Purchase Agreement (further subject to the limitations and restrictions in Article 11 of the Purchase Agreement): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (i) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05 of the Purchase Agreement; (ii) imposed by any Legal Requirement or Governmental Body relating to the Assets; (iii) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (iv) subject to Assignee's rights and remedies set forth in the Instruments of Conveyance and Article 12 of the Purchase Agreement relating to title and environmental matters, and subject to the Special Warranty, attributable to or resulting from lack of Defensible Title to the Assets; (v) attributable to the Suspense Funds to the extent actually received by Assignee (or for which a reduction to the Purchase Price was made); (vi) attributable to the Imbalances; (vii) attributable to or resulting from all Environmental Liabilities relating to the Assets; (viii) related to the conveyance of the Assets to Assignee on the date hereof (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (ix) attributable to or resulting from Asset Taxes and assessments attributable to the Assets to the extent attributable to periods (or portions thereof) from and after the Effective Time determined in accordance with Section 13.02(c) of the Purchase Agreement (taking into account, and without duplication of, (a) Asset Taxes effectively borne by Assignee as a result of Purchase Price adjustments made pursuant to Section 2.05(c) of the Purchase Agreement, and (b) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 13.02(c)(iii) of the Purchase Agreement); (x) attributable to or resulting from Transfer Taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, if any, imposed or required in connection with the sale of the Assets to Assignee or the filing or recording of all assignments related to the sale of the Assets to Assignee, required to be paid or borne by Assignee pursuant to the Purchase Agreement; and (xi) attributable to the Leases and the Contracts; *provided*, notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Assignee is entitled to indemnification under Section 11.02 of the Purchase Agreement (including the Retained Liabilities). Assignee acknowledges that: (a) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (b) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (c) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (d) it is the intent of the Parties that all liability associated with the above matters as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Assignee effective as of the Effective Time and that Assignee shall assume all responsibility and liability for such matters and all claims and demands related thereto; (e) the Assets may contain MMMF, Hazardous Materials, or NORM; (f) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (g) wells, materials, and equipment

located on the Assets may contain NORM; (h) NORM-containing material may have been buried or otherwise disposed of on the property underlying the Assets; and (i) special procedures may be required for remediating, removing, transporting, and disposing of MMMF, NORM, Hazardous Materials, and other materials from the Assets; *provided*, notwithstanding the foregoing, the Assumed Liabilities shall not include any liabilities and obligations for which Assignee is entitled to indemnification under Section 11.02 of the Purchase Agreement (including the Retained Liabilities). Effective as of the Effective Time, from and after the date hereof, subject to Assignor's indemnity obligations under Section 11.02 of the Purchase Agreement (subject to the limitations and restrictions in Article 11 of the Purchase Agreement), Assignee shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies. Notwithstanding anything to the contrary in this Section 3.3 or Section 2.06 of the Purchase Agreement, in no event shall Assignee assume or become liable for the Retained Liabilities.

**Section 3.4 Assignor's Retained Liabilities.** Assignor, subject in each case to the terms of the Purchase Agreement, retains and agrees to fulfill, perform, pay and discharge the following liabilities (the "Retained Liabilities"): Damages, liabilities and obligations arising out of or attributable to (i) the disposal or transportation prior to the date hereof of any Hazardous Materials generated or used by Assignor or any of its Affiliates and taken from the Assets to any location that is not an Asset; (ii) personal injury (including death) claims arising out of Assignor's or its Affiliates' period of ownership or operation of the Assets; (iii) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all royalties, any other Working Interest amounts and escheat obligations (in each case) with respect to the Assets that are due by Assignor or any of its Affiliates and attributable to Assignor's or any of its Affiliates' ownership or operation of the Assets unless Assignee receives the benefit of such mispayment or non-payment; (iv) Assignor's gross negligence or willful misconduct in the operation of any Assets prior to the date hereof; (v) any claim made by an employee of Assignor or any Affiliate of Assignor directly relating to such employment; (vi) any matters disclosed by Assignor as legal Proceedings under the Purchase Agreement and any matters that should have been disclosed by Assignor, and any other actions, suits or proceedings relating to the Assets for which Assignor has been served with notice or for which Assignor has actual knowledge of prior to the the date hereof (including without limitation any claims of improper calculation or payment of any royalty, overriding royalty, or other burden); (vii) civil or administrative fines or penalties or criminal sanctions imposed on Assignor or its Affiliates as a result of any violation of Legal Requirements (including Environmental Laws) prior to the date hereof by Assignor or its Affiliates; but excluding any remedial or similar obligation to clean up the Assets; (viii) lease operating expenses related to the Assets prior to the Effective Time; (ix) any breach of a Contract prior to the date hereof; and (x)(A) Income Taxes imposed by any applicable law on Assignor or any of its Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (B) Asset Taxes allocated to Assignor pursuant to Section 13.02(c) of the Purchase Agreement (taking into account, and without duplication of, (1) Asset Taxes effectively borne by Assignor as a result of Purchase Price adjustments made pursuant to Section 2.05(c) of the Purchase Agreement and (2) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 13.02(c)(iii) of the Purchase Agreement), (C) Taxes imposed on or with respect to the ownership or operation of the Excluded Assets, (D) other Taxes imposed on or with respect to the ownership or operation

of the Assets for any tax period (or portion thereof) ending before the Effective Time, and (E) Transfer Taxes required to be paid or borne by Assignor pursuant to this Agreement.

**Section 3.5 Midstream Facilities Option.** The Parties acknowledge and agree that the Purchase Agreement provides for, among other things, Assignor's right to participate in certain midstream facilities constructed and/or acquired by Assignee, subject to the terms and conditions of the Purchase Agreement (the "Participation Rights"). It is understood and agreed that the primary purpose of this Section 3.5 is to give notice to third parties of the Participation Rights under the Purchase Agreement. The Participation Rights are governed by the terms, covenants, conditions, limitations and restrictions contained in the Purchase Agreement.

**Section 3.6 Further Assurances.** Assignor and Assignee agree that, from time to time, each of them will execute, acknowledge and deliver all such further instruments of conveyance and transfer and take such other actions as may be reasonably requested by the other Party for carrying out the purposes and intents of this Assignment.

**Section 3.7 Governing Law and Venue.**

**(a) THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT THAT WITH RESPECT TO ISSUES RELATING TO REAL PROPERTY, THE LAWS OF THE STATE OF COLORADO SHALL APPLY.**

**(b) ANY PROCEEDING SEEKING A TEMPORARY OR PRELIMINARY INJUNCTION TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT ARISING OUT OF OR IN ANY WAY RELATING TO, THIS ASSIGNMENT, THE PURCHASE AGREEMENT OR THE CONTEMPLATED TRANSACTIONS MUST BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS, COUNTY OF HARRIS, CITY OF HOUSTON, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS (HOUSTON DIVISION), AND EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) FOR SUCH LIMITED PURPOSE IN ANY SUCH PROCEEDING AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN FOR SUCH LIMITED PURPOSE. PROCESS IN ANY PROCEEDING REFERRED TO IN THE PRECEDING SENTENCE MAY BE SERVED ON EITHER PARTY ANYWHERE IN THE WORLD.**

**(c) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT.**

**Section 3.8 Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

**Section 3.9 Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument. Each Party's delivery of an executed counterpart signature page by facsimile (or email) is as effective as executing and delivering this Assignment in the presence of the other Parties. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property in that county or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee.

**Section 3.10 No Multiple Conveyances.** Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Assets conveyed hereby on forms approved by Governmental Bodies or other Persons to effect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment. The interests conveyed by such separate forms are the same, and not in addition to, as the Assets conveyed herein.

**Section 3.11 Severability.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

[Signature Pages Follow.]

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective as of the Effective Time.

**ASSIGNOR:**

**BISON OIL & GAS, LLC**

**UNOFFICIAL COPY**

By:

John Austin Akers  
Chief Executive Officer

**ACKNOWLEDGEMENT**

STATE OF COLORADO

COUNTY OF DENVER

**UNOFFICIAL COPY**  
This Assignment was acknowledged before me on this 22nd day of November, 2016, by John Austin Akers as Chief Executive Officer of BISON OIL & GAS, L.L.C., a Colorado limited liability company, on behalf of said limited liability company.

LAURA ROBINSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164041973  
MY COMMISSION EXPIRES NOVEMBER 2, 2020

Laura Robinson  
Printed Name: Laura Robinson

Notary Public for the State of Colorado  
County of Denver  
Commission No: 20164041973

My commission expires: 11/2/2020

**UNOFFICIAL COPY**

**ASSIGNEE:**

**BISON EXPLORATION, LLC**

**UNOFFICIAL COPY**

By: Kenneth E. Warner  
Authorized Signatory

**ACKNOWLEDGEMENT**

STATE OF COLORADO     §  
   §  
COUNTY OF DENVER     §

This Assignment was acknowledged before me on this 22 day of November, 2016, by  
Kenneth E. Warner as Authorized Signatory of BISON EXPLORATION, LLC, a Delaware  
limited liability company, on behalf of said limited liability company.

**UNOFFICIAL COPY**

Printed Name: Abigail Wenk

Notary Public for the State of Colorado  
County of Denver  
Commission No: 20164009689

My commission expires: March 8, 2020

ABIGAIL WENK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164009689  
MY COMMISSION EXPIRES MARCH 8, 2020

**UNOFFICIAL COPY**

**ASSIGNEE:**

**BISON EXPLORATION, LLC**

**UNOFFICIAL COPY**  
By: Kenneth E. Warner  
Authorized Signatory

**ACKNOWLEDGEMENT**

STATE OF COLORADO

§  
§  
§

COUNTY OF DENVER

This Assignment was acknowledged before me on this 22 day of November, 2016, by  
Kenneth E. Warner as Authorized Signatory of BISON EXPLORATION, LLC, a Delaware  
limited liability company, on behalf of said limited liability company.

**UNOFFICIAL COPY**  
Abigail Wenk

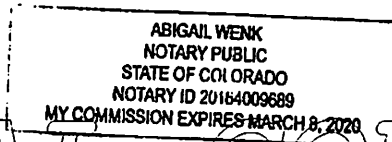
Printed Name: Abigail Wenk

Notary Public for the State of Colorado

County of Denver

Commission No: 20164009689

My commission expires: March 8, 2020



**UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective as of the Effective Time.

**ASSIGNOR:**

**BISON OIL & GAS, LLC**

UNOFFICIAL COPY

By: John Austin Akers  
Chief Executive Officer

**ACKNOWLEDGEMENT**

STATE OF COLORADO

§  
§  
§

COUNTY OF DENVER

UNOFFICIAL COPY

This Assignment was acknowledged before me on this 22nd day of November, 2016, by John Austin Akers as Chief Executive Officer of BISON OIL & GAS, LLC, a Colorado limited liability company, on behalf of said limited liability company.

Laura Robinson

LAURA ROBINSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164041978  
MY COMMISSION EXPIRES NOVEMBER 2, 2020

Printed Name: Laura Robinson

Notary Public for the State of Colorado

County of Denver

Commission No: 20164041978

My commission expires: 11/2/2020

UNOFFICIAL COPY



**Exhibit A-2**  
**Leases**

Attached to that certain Assignment and Bill of Sale dated November 22, 2016  
by and between Bison Oil & Gas, LLC as Assignor and Bison Exploration, LLC as Assignee

LEASE NUMBER	LESSOR	LEASE DATE	Reception No. OR Bk/Pg	GROSS	TWP	RNGE	SEC	DESCRIPTION	COUNTY
L0016	Joyce M. Williamson	5/22/2015	D5088744	156.48	4S	63W	30	Lot 1 and E2NW (NW4)	Arapahoe
L0021	Homestead Resources	3/31/2016	D6032876	240.00	4S	65W	18	S/2NE/4 and pt SE/4	Arapahoe
L0023	State of Colorado	12/17/1980	3579/591	640.00	4S	64W	16	ALL	Arapahoe
L0024	The Range 64 West Corporation	7/15/1980	3576/516	160.00	4S	64W	15	SW/4	Arapahoe
L0024	The Range 64 West Corporation	7/15/1980	3576/516	160.00	4S	64W	21	NE/4	Arapahoe
L0024	The Range 64 West Corporation	7/15/1980	3576/516	160.00	4S	64W	22	NW/4	Arapahoe
L0024	The Range 64 West Corporation	7/15/1980	3576/516	160.00	4S	64W	22	SW/4	Arapahoe
L0024	The Range 64 West Corporation	7/15/1980	3576/516	320.00	4S	64W	22	E/2	Arapahoe
L0025	Gladys S Cavanaugh	8/1/1980	3576/521	320.00	4S	64W	15	SW/4	Arapahoe
L0025	Gladys S Cavanaugh	8/1/1980	3576/521		4S	64W	21	NE/4	Arapahoe
L0025	Gladys S Cavanaugh	8/1/1980	3576/521		4S	64W	22	W/2	Arapahoe
L0026	John J Houlihan IV	8/1/1980	3576/527	320.00	4S	64W	15	SW/4	Arapahoe
L0026	John J Houlihan IV	8/1/1980	3576/527		4S	64W	21	NE/4	Arapahoe
L0026	John J Houlihan IV	8/1/1980	3576/527		4S	64W	22	W/2	Arapahoe
L0027	Fred J Fritzier Ruth D Fritzier	7/15/1980	3319/635	160.00	4S	64W	21	SE/4	Arapahoe
L0028	J B Carraway/ Barry McCallan	2/5/1981	3381/415	120.00	4S	64W	21	S/2N/2SE/4	Arapahoe
L0028	J B Carraway/ Barry McCallan	2/5/1981	3381/415		4S	64W	21	N/2N/2SE/4	Arapahoe
L0028	J B Carraway/ Barry McCallan	2/5/1981	3381/415		4S	64W	21	S/2S/2SE/4	Arapahoe
L0029	Edward E Wilson/ Ruth E Wilson	8/28/1981	3503/33	40.00	4S	64W	21	N/2N/2SE/4	Arapahoe
L0030	A Richard Berman	1/25/1982	3583/36	40.00	4S	64W	21	S/2N/2SE/4	Arapahoe
L0031	William E Osborn/ Carolyn L Osborn	9/30/1981	3589/125	40.00	4S	64W	21	S/2S/2SE/4	Arapahoe
L0032	John W Hanks/ Leslie J Hanks	5/24/1982	3653/328	40.00	4S	64W	21	N/2N/2SE/4	Arapahoe
L0041	Bison Oil & Gas, LLC	5/12/2016	D6050979	307.00	4S	63W	18	W/2	Arapahoe
L0042	Patricia Wooters	4/15/2016	D6048125	24.83	4S	65W	18	N/2NE/4SW/4, lot 1, block 2 and lot 2, block 2, Gun Club Estates Subdivision	Arapahoe
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	200.00	3S	65W	27	W/2SW/4, W/2SE/4, SW/4NE/4	Adams
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	240.00	3S	65W	35	E/2NW/4, W/2SW/4, W/2SE/4	Adams
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	238.33	4S	65W	3	E2NW, W2SW, W2SE	Arapahoe
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	238.83	4S	65W	5	E2NW, W2SW, W2SE	Arapahoe

LEASE NUMBER	LESSOR	LEASE DATE	Reception No. OR Blk/Pg	GROSS	TWP	RNGE	SEC	DESCRIPTION	COUNTY
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	240.00	4S	65W	11	E2NW/4, W2SW/4, W2SE	Arapahoe
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	240.00	3S	65W	15	E2NW/4, W2SW/4, W2SE/4	Adams
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	160.00	3S	65W	1	E2NW/4, W2SE	Adams
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	240.00	3S	65W	25	W2NW/4, E2SW/4, E2SE/4	Adams
L0043	Champlin Petroleum Corp	10/23/1975	2039/181	240.00	3S	65W	25	E2NW/4, W2SW/4, W2SE/4	Adams
L0044	Tabitha Ann Bailey	6/16/2016	D6050354	320.00	4S	65W	26	S/2	Arapahoe
L0045	BLT Investments LLC	6/17/2016	D6071080	320.00	4S	65W	15	N/2	Arapahoe
L0046	Mandy Halsey Minerals, LLC	6/17/2016	D6071081	320.00	4S	65W	15	N/2	Arapahoe
L0047	Amy Volk Minerals, LLC	6/17/2016	D6067606	320.00	4S	65W	15	N/2	Arapahoe
L0049	Kenneth and Patricia Armstrong	7/16/2016	D6078646	39.54	4S	64W	20	N/2S/2NE/4, less and except portion described	Arapahoe
L0050	Anthony Veruchi	7/22/2016	D6082039	40.00	4S	64W	28	N/2N/2NE/4	Arapahoe
L0051	Nicole and Duane Bartley	4/29/2016	D6056087	40.00	4S	64W	28	N/2N/2SE/4	Arapahoe
L0052	Martin P. Fischer Trust	5/25/2016	D6083932	80.00	4S	64W	28	S/2SE/4	Arapahoe
L0053	Doris M. Sullivan and Byron J. Sullivan	6/10/2016	D6063607	38.82	4S	64W	27	Parcel M	Arapahoe
L0055	Kevin D. Knigge and Tamy J. Knigge	6/21/2016	D6066727	37.49	4S	64W	27	Parcel P	Arapahoe
L0056	Union Pacific Resources Company	3/31/1989	5689/639	160.00	4S	64W	21	NW/4	Arapahoe
L0058	Kevin D. Knigge and Tamy J. Knigge	6/21/2016	D6066726	39.21	5S	64W	2	Parcel I Running Creek Estates	Arapahoe
L0059	Daniel and Sandy Moore	6/27/2016	D6070499	37.36	4S	64W	27	Parcel A	Arapahoe
L0060	Houston Latorra	5/16/2016	D6070507	40.00	4S	64W	28	N/2S/2NE/4	Arapahoe
L0061	Annetta Osborn	6/27/2016	D6070506	38.04	4S	64W	27	Parcel C	Arapahoe
L0062	Michael and Kimberly Waldren	6/27/2016	D6070503	36.05	4S	64W	27	Parcel B	Arapahoe
L0062	Michael and Kimberly Waldren	6/27/2016	D6070503	38.94	4S	64W	27	Parcel O	Arapahoe
L0063	John and Jeanna Doubrava	6/27/2016	D6070501	35.98	4S	64W	27	Parcel E	Arapahoe
L0064	Dwayne and Amber Hasclip	6/27/2016	D6070504	35.77	4S	64W	27	Parcel H	Arapahoe
L0065	Carla Craig	6/27/2016	D6070500	42.05	4S	64W	27	Parcel N	Arapahoe
L0066	Doris M. Sullivan and Byron J. Sullivan	6/27/2016	D6070502	42.05	4S	64W	27	Parcel N	Arapahoe
L0067	Thomas Waskosky and Qee Tan	6/27/2016	D6070505	35.93	4S	64W	27	Parcel F	Arapahoe
L0069	John J Houlihan IV	7/13/2016	D6076513	320.00	4S	64W	22	E/2	Arapahoe
L0070	Pamco Oil & Gas LLC	7/7/2016	D6076516	319.55	4S	64W	22	E/2	Arapahoe
L0071	Gregory B. Solen	9/11/2016	D6076529	40.00	4S	64W	20	SW/4NW/4	Arapahoe
L0072	Bret and Mary Bowman Trust	6/17/2016	D6067900	35.00	4S	64W	4	Portion in the SW/4	Arapahoe
L0073	Neil Hummel and Rita Hummel	7/11/2016	D6078647	40.00	4S	64W	28	S/2S/2NE/4	Arapahoe
L0074	Jeffrey Hummel and Corinne Hummel	7/11/2016	D6078746	40.00	4S	64W	28	S/2S/2NE/4	Arapahoe
L0075	Bison Oil & Gas, LLC	7/18/2016	D6078486	320.00	4S	64W	22	E/2	Arapahoe

LEASE NUMBER	LESSOR	LEASE DATE	Reception No. OR BW/Pg	GROSS	TWP	RNGE	SEC	DESCRIPTION	COUNTY
L0075	Bison Oil & Gas, LLC	7/18/2016	D6078435	35.02	5S	64W	26	SW/4	Arapahoe
L0076	Blake Allen and Evan Allen	7/8/2016	D6078437	320.00	4S	64W	22	E/2	Arapahoe
L0077	Neal J. Stephens and C. Stephens Trust	7/6/2016	D6083928	320.00	4S	64W	22	E/2	Arapahoe
L0078	RDP Royalties, LLC	7/6/2016	D6076511	320.00	4S	64W	22	E/2	Arapahoe
L0079	Que Minh Truong	10/6/2016	D6086316	80.00	4S	64W	20	S/2S/2NE/4, N/2N/2SE/4	Arapahoe
L0080	Stephen P. Fisher and Bruce S. Clark	10/6/2016	D6075967	20.00	4S	64W	20	N/2S/2N/2SE/4	Arapahoe
L0081	Craig L. Maynard	8/5/2016	D6075966	20.00	4S	64W	20	W/2S/2N/2NE/4	Arapahoe
L0082	Watkins Storage Company	7/7/2016	2016000057186	7.25	3S	64W	32	Portion in SW/4	Adams
L0082.1	Watkins Storage Company	8/15/2016	2016000073535	0.25	3S	64W	32	Portion in SW/4	Adams
L0083	Vicki D. Jensen Living Trust	7/7/2016	2016000057184	15.14	3S	64W	32	Portion in SW/4	Adams
L0084	Terryl Kayne Jensen Trust	7/8/2016	2016000057185	15.14	3S	64W	32	Portion in SW/4	Adams
L0085	Annie Thomas Bates Living Trust	8/13/2016	D6088494	480.00	4S	65W	30	W/2 and the W/2E2	Arapahoe
L0086	Michael L. Davis and Traci E. Davis	8/9/2016	D6088404	38.96	4S	64W	27	Parcel O	Arapahoe
L0087	Herman A. Flader Irrevocable T/U/W FBO L	8/5/2016	D6099398	160.00	4S	64W	4	S2SE, NESE, SENE (oil rights only)	Arapahoe
L0088	Herman A. Flader Irrevocable T/U/W FBO C	8/5/2016	D6099399	160.00	4S	64W	4	S2SE, NESE, SENE (oil rights only)	Arapahoe
L0090	Stanley Noreen	6/1/2011	D1070424	7.23	4S	65W	18	N 60 feet	Arapahoe
L0091	David and Richelle Hart	5/10/2011	D1071424	46.79	4S	64W	14	Tract of land in the SW/4	Arapahoe
L0092	Metro Mortgage Inc	6/8/2011	D1082226	81.78	4S	64W	25	SE/4	Arapahoe
L0092	Metro Mortgage Inc	6/8/2011	D1082226	92.69	4S	64W	36	NE/4	Arapahoe
L0092	Metro Mortgage Inc	6/8/2011	D1082226	36.00	4S	63W	31	W/2NW/4	Arapahoe
L0093.1	Velma Van Leer	7/5/2011	D1086856	38.20	4S	64W	2	SW/4SW/4	Arapahoe
L0093.2	Yvonne Webster	7/5/2011	D1086857	38.20	4S	64W	2	SW/4SW/4	Arapahoe
L0094	Willie and Doris Nelson	2/20/2011	D1039998	35.98	4S	64W	2	Part E/2	Arapahoe
L0095	Humberto Haro	6/29/2011	D1086853	19.00	4S	64W	14	Lot 1	Arapahoe
L0096	Daniel and Jeanette McCormick	7/22/2011	D1088434	40.00	4S	64W	14	SE/4SE/4	Arapahoe
L0097	Hill and Laurie Nitchman	8/4/2011	D1089080	39.09	4S	64W	14	SW/4SE/4	Arapahoe
L0099	Lawrence and Karen Edgar	9/23/2011	D1108303	19.51	4S	64W	14	Lot 1 Block 1	Arapahoe
L0100.1	Floyd Ehmann	7/21/2010	201000066720	160.00	3S	64W	21	NE/4	Adams
L0100.2	Pearl Lahey Estate	10/25/2010	2011000006675	160.00	3S	64W	21	NE/4	Adams
L0100.3	The Ehmann Revocable Trust	10/25/2010	2011000007829	160.00	3S	64W	21	NE/4	Adams
L0101	Alan and Kathlina Douglas	8/25/2010	D1021448	40.00	4S	64W	12	NW/4SW/4	Arapahoe
L0102	Albert and Donna Louise Barber	11/17/2010	D0124819	20.00	4S	64W	12	E/2SE/4SW/4	Arapahoe
L0104.1	Patricia and David Blakeslee	8/11/2010	D0100093	160.00	4S	65W	4	SW/4	Arapahoe
L0104.2	Richard and Gail Webster	8/11/2010	D0100091	160.00	4S	65W	4	SW/4	Arapahoe

LEASE NUMBER	LESSOR	LEASE DATE	Reception No. OR Blk/Pg	GROSS	TWP	RNGE	SEC	DESCRIPTION	COUNTY
L0104.3	Robert and Nancy Webster	8/11/2010	D0100090	160.00	4S	65W	4	SW/4	Arapahoe
L0104.4	Webster Family Trust	8/11/2010	D0100092	160.00	4S	65W	4	SW/4	Arapahoe
L0106	Sunflower Royalties and Magic M&R	8/23/2016	D6098456	307.00	4S	63W	18	Lots 1 (W/2NW/4), 2 (W/2SW/4), E/2W/2	Arapahoe
L0107	Murphy Family Partnership, Tract 12	9/7/2016	D6101207	4.85	5S	65W	7	North 40 ft	Arapahoe
L0107	Murphy Family Partnership, Tract 13	9/7/2016	D6101207	616.51	5S	65W	8	ALL except W/2NE/4	Arapahoe
L0107	Murphy Family Partnership, Tract 14	9/7/2016	D6101207	13.40	5S	65W	9	E/2E/2SW/4SW/4	Arapahoe
L0107	Murphy Family Partnership, Tract 15	9/7/2016	D6101207	146.60	5S	65W	9	W/2W/2	Arapahoe
L0107	Murphy Family Partnership, Tract 16	9/7/2016	D6101207	40.00	5S	65W	4	SW/4SW/4	Arapahoe
L0107	Murphy Family Partnership, Tract 17	9/7/2016	D6101207	40.00	5S	65W	16	NW/4NW/4	Arapahoe
L0107	Murphy Family Partnership, Tract 18	9/7/2016	D6101207	160.00	5S	65W	17	N/2N/2	Arapahoe
L0108	Lucile Howard	8/29/2016	D6123182	160.00	4S	63W	4	SW/4	Arapahoe
L0109	Loretta Manos	8/29/2016	D6101834	160.00	4S	63W	4	SW/4	Arapahoe
L0110	Betty Dowd	8/26/2016	D6100252	160.00	4S	63W	4	SW/4	Arapahoe
L0111	Shirley Howard	8/29/2016	D6100253	160.00	4S	63W	4	SW/4	Arapahoe
L0112	Pamco Oil & Gas LLC	9/1/2016		480.00	4S	64W	15	N/2, SE4	Arapahoe
L0113	Capuchin Poor Clares of Denver	9/15/2016	D6103954	35.98	4S	64W	27	Parcel G	Arapahoe
L0114	Brian Faulkison and Shandra Henderson	9/21/2016	D6108610	39.21	5S	64W	2	W/2, Parcel 3	Arapahoe
L0115	Michael and Rosina Dalton	9/19/2016	D6108609	39.21	5S	64W	2	W/2, Parcel 4	Arapahoe
L0116	Mark and Elizabeth Lewis	9/16/2016	D6105762	39.21	5S	64W	2	W/2, Parcel 2	Arapahoe
L0117	Whitlow and Eleanor Wong	9/15/2016	D6109150	39.21	5S	64W	2	W/2, Parcel 6	Arapahoe
L0118	Michael and Margaret Wong	9/23/2016	D6111178	78.42	5S	64W	2	W/2, Parcel 5 & 8	Arapahoe
L0120	Theresa Pauline Cavanaugh	9/6/2016	D6108608	480.00	4S	64W	24	W/2, SE/4	Arapahoe
L0122	Keith Jones	9/23/2016	2016000081063	37.80	3S	64W	34	N/2S/2NW/4	Adams
L0123	Theresa Pauline Cavanaugh	9/9/2016		480.00	4S	64W	15	N/2, SE4	Arapahoe
L0124	Judith Ann Hill Doro	9/28/2016	2016000084381	304.322	3S	64W	34	NE/4, SW/4	Adams
L0125	Aaron K. Wong and Carletta P. Bruno-Wong	9/23/2016	D6117052	39.21	5S	64W	2	Parcel 8 in W2	Arapahoe
L0126	James A. Hill	10/7/2016	2016000087299	160.00	3S	64W	34	NE/4	Adams
L0127	Barr Lake Estates	10/17/2016	D6118272	43.17	4S	64W	27	7.29 acre tract in E/2E/2 and Parcel 1	Arapahoe
L0128	Pamco Oil & Gas LLC	10/13/2016	D6119149	480.00	4S	64W	24	W/2, SE/4	Arapahoe
L0129	Hassell Family Trust	10/11/2016	2016000088570	160.00	3S	64W	34	Portion of SW/4	Adams
L0130	RDP Royalties, LLC	10/25/2016	D6120866	35.02	5S	64W	26	Jacob Ranches, Tract 13	Arapahoe
L0131	James A. Hill	10/17/2016	2016000090053	144.32	3S	64W	34	Portion of SW/4 and a tract in the	Adams
L0134	LXA Investments	10/21/2016	D6120866	35.02	5S	64W	26	Jacob Ranches, Tract 13	Arapahoe
L0135	Harold Frey Trust	11/16/2016	16000099389	160.00	3S	64W	34	NE/4	Adams

LEASE NUMBER	LESSOR	LEASE DATE	Reception No. OR Bk/Pg	GROSS	TWP	RNGE	SEC	DESCRIPTION	COUNTY
L0136	Judy Thomas Trust	11/16/2016	16000099390	160.00	3S	64W	34	NE/4	Adams
L0138	DTH Ventures 2	11/17/2016	D6132739	642.88	5S	64W	14	All	Arapahoe
L0139	William Blauw	11/18/2016	D6133234	640.56	5S	64W	23	All	Arapahoe
L0146	William Windler Trust	10/31/2016	2016000093277	177.75	3S	65W	19	NW/4	Adams
L0147	Carl Windler Trust	10/31/2016	2016000093278	177.75	3S	65W	19	NW/4	Adams
L0148	Ed and Donna Tate	10/29/2016	D6125963	41.26	4S	64W	24	41.26 acres in S2 and NW	Arapahoe
L0149	Gary Danhauer	11/3/2016	2016000096327	37.80	3S	64W	34	S2S2NW, less the West 30 ft	Adams
L0150	Alejandro Garcia	11/9/2016	2016000097120	80.00	3S	64W	30	E2NE	Adams
L0151	Neal J. Stephens Angie C. Stephens Trust	10/31/2016	D6130810	35.02	5S	64W	26	Jacob Ranches: Tract 13	Arapahoe

**Exhibit B****Wells**

Attached to that certain Assignment and Bill of Sale dated November 22, 2016  
by and between Bison Oil & Gas, LLC as Assignor and Bison Exploration, LLC as Assignee

**WELLS**

API#	Well Name/Number	Operator	County	Section	Township	Range
05-001-09805	RESERVE 3-65 34-35 1H	BURLINGTON RESOURCES FIN SRV	ADAMS	35	3S	65W
05-005-07202	KROUT 14 1	CONOCOPHILLIPS COMPANY	ARAPAHOE	14	4S	64W
05-005-07203	WALKER 12 1H	CONOCOPHILLIPS COMPANY	ARAPAHOE	12	4S	64W
05-005-07200	MURPHY FAMILY 4-64 25 1H	CONOCOPHILLIPS COMPANY	ARAPAHOE	25	4S	64W
05-005-07212	CLINE 4-64 2 1H	CONOCOPHILLIPS COMPANY	ARAPAHOE	2	4S	64W
05-005-07226	PROPERTY RESERVE 4-65 3-64 1H	BURLINGTON RESOURCES FIN SRV	ARAPAHOE	3	4S	65W
05-005-07223	PROSPER FARMS 4-65 11-12 1H	BURLINGTON RESOURCES FIN SRV	ARAPAHOE	11	4S	65W
05-005-06964	UPRC #21X-21	BAYSWATER	ARAPAHOE	21	4S	64W
05-005-07255	BISON 4-64 15-16 2BHZ	BISON OIL & GAS, LLC	ARAPAHOE	15	4S	64W
05-005-07254	BISON 4-64 15-16 1BHZ	BISON OIL & GAS, LLC	ARAPAHOE	15	4S	64W
05-005-07256	BISON 4-64 15-16 1CHZ	BISON OIL & GAS, LLC	ARAPAHOE	15	4S	64W
05-005-06523	CAVANAUGH 3	BISON OIL & GAS, LLC	ARAPAHOE	15	4S	64W
05-005-06858	COLUMBINE-STATE 1	BISON OIL & GAS, LLC	ARAPAHOE	16	4S	64W
05-005-06870	COLUMBINE-STATE 2	BISON OIL & GAS, LLC	ARAPAHOE	16	4S	64W
05-005-06488	CAVANAUGH 1-X	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
05-005-06834	CARRAWAY-MCCALLAN 1	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
05-001-09754	WEP 1-28-11-3-64	CARRIZO OIL & GAS INC	ADAMS	21	3S	64W
PENDING PERMIT	BISON 4-64 21-22 4CHZ	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
PENDING PERMIT	BISON 4-64 21-22 3BHZ	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
PENDING PERMIT	BISON 4-64 21-22 3BHZ	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
PENDING PERMIT	BISON 4-64 21-22 3CHZ	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
PENDING PERMIT	BISON 4-64 21-22 4BHZ	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W
PENDING PERMIT	BISON 4-64 21-22 4CHZ	BISON OIL & GAS, LLC	ARAPAHOE	21	4S	64W

**PLUGGED AND ABANDONED WELLS\***

API, WELL NAME, OPERATOR	LOCATION	WELL INFORMATION			
05-001-08423, AKREP-UPPR 248-1 ROCK OIL CORP	NESW 1 3S -65W (6) 39.817672, -104.814572	Sidetrack	TD	Formation	Status
		0	8230	JSND	AB
05-001-07102, CHAMPLIN 249 AMOCO A-1 AMOCO PRODUCTION COMPANY	NWNW 7 3S -64W (6) 39.810182, -104.600391	Sidetrack	TD	Formation	Status
		0	8280	JSND	AB
05-001-07655, UPRR AMOCO 7-6 SOLIO PETR CO AKA STANDARD OIL	SENEW 7 3S -64W (6) 39.806522, -104.595481	Sidetrack	TD	Formation	Status
		0	8239	DSND	AB
		0	8239	JSND	AB
05-001-08480, SOLIO CHAMPLIN 7-1 SOLIO PETR CO AKA STANDARD OIL	NESE 7 3S -64W (6) 39.810062, -104.585891	Sidetrack	TD	Formation	Status
			8168		DA
05-001-08338, DANFORD CHAMPLIN 23-B NORTHAMERICAN RESOURCES COMPANY	NESW 8 3S -64W (6) 39.802553, -104.576601	Sidetrack	TD	Formation	Status
			8200		DA
05-001-08494, RUTH 3 RUTH* ULA PEARL	SWNE 21 3S -64W (6) 39.777173, -104.5528	Sidetrack	TD	Formation	Status
		0	8166	DSND	AB
		0	8166	JSND	AB
05-001-08168, ELLA 1 GRIFFIN OIL & GAS, INC.	NESE 21 3S -64W (6) 39.773453, -104.548129	Sidetrack	TD	Formation	Status
			8181		DA
05-005-06148, RIEPL-STECKEL 1 ACKMAN-SCHULEIN & ASSOC., LTD	SWSW 4 4S -63W (6) 39.725204, -104.450106	Sidetrack	TD	Formation	Status
			7825		DA
05-005-06502, CAVANAUGH 2 HEADINGTON OIL COMPANY LP	SENEW 22 4S -64W (6) 39.689894, -104.539239	Sidetrack	TD	Formation	Status
		0	8349	JSND	AB
05-005-06844, CAVANAUGH 4 HEADINGTON OIL COMPANY LP	W2SW 22 4S -64W (6) 39.684444, -104.544229	Sidetrack	TD	Formation	Status
		0	8395	JSND	AB
05-005-06473, GLADYS CAVANAUGH 1 INTERCONTINENTAL ENERGY CORP	SENE 21 4S -64W (6) 39.690474, -104.548889	Sidetrack	TD	Formation	Status
			7855		DA

05-005-06181, FELDMAN 1 DAVIS OIL COMPANY	SWSW 18 4S -63W (6) 39.696284, -104.487757	Sidetrack	TD	Formation	Status
				8183	DA
05-005-06786, SCHMIDT TRUST 18-14 SANDS-AMERICAN CORP	SESW 18 4S -63W (6) 39.696254, -104.483067	Sidetrack	TD	Formation	Status
				8248	DA
05-005-06246, JO ANN 1 OILFIELD SALVAGE & SERVICE CO	NENE 31 4S -63W (6) 39.663715, -104.474546	Sidetrack	TD	Formation	Status
		0		8164 JSND	AB
05-005-06313, VINCE 1 P & M PETROLEUM MANAGEMENT LLC	SWNE 31 4S -63W (6) 39.680075, -104.478306	Sidetrack	TD	Formation	Status
		0		8201 JSND	AB
05-005-06546, VINCE 2 DAVIS OIL COMPANY	NESW 31 4S -63W (6) 39.658485, -104.483957	Sidetrack	TD	Formation	Status
				8217	DA
05-005-06959, MURPHY ET AL 31-5 K P KAUFFMAN COMPANY INC	NESE 31 4S -63W (6) 39.656348, -104.474712	Sidetrack	TD	Formation	Status
		0		8113 J-3	AB
		0		8113 JSND	AB
05-005-06869, SIERRA-MURPHY 31-5 K P KAUFFMAN COMPANY INC	SWSE 31 4S -63W (6) 39.653188, -104.478761	Sidetrack	TD	Formation	Status
		0		8144 JSND	AB
05-005-06886, MURPHY 31-6 K P KAUFFMAN COMPANY INC	NENW 31 4S -63W (6) 39.663235, -104.484207	Sidetrack	TD	Formation	Status
				8140	DA
05-005-06889, MURPHY 31-7 K P KAUFFMAN COMPANY INC	NESW 31 4S -63W (6) 39.657645, -104.485727	Sidetrack	TD	Formation	Status
		0		8210 JSND	AB
05-005-06836, DTH VENTURES LTD 2 SANDS-AMERICAN CORP	NWSW 14 5S -64W (6) 39.613455, -104.527028	Sidetrack	TD	Formation	Status
				8388	DA
05-005-06245, BLAUW 2 BANDER & COUCH	SWSW 23 5S -64W (6) 39.595158, -104.527027	Sidetrack	TD	Formation	Status
				8310	DA
05-005-06439, BLAUW, J C 23-16 GARY-WILLIAMS OIL PRODUCER INC	SESE 23 5S -64W (6) 39.595045, -104.513397	Sidetrack	TD	Formation	Status
		0		8401 JSND	AB
05-005-06491, MURPHY 1-8 TRANS TEXAS ENERGY INC	NESE 6 5S -65W (6) 39.628324, -104.681502	Sidetrack	TD	Formation	Status
				8971	DA
05-005-06489, HOULTMAN 24-13 GARY WILLIAMS OIL PRODUCER INC	SWSW 24 4S -64W (6) 39.681883, -104.506907	Sidetrack	TD	Formation	Status
				8250	DA

\*Note: All P&A wells are historical P&As located on lands covered by leases listed on EX-A-2; none were plugged by Bison Oil & Gas, LLC

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**Exhibit C**  
**Surface Rights**

Attached to that certain Assignment and Bill of Sale dated November 22, 2016 by and between Bison  
Oil & Gas, LLC as Assignor and Bison Exploration, LLC as Assignee

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<u>Contract No.</u>	<u>Parties</u>	<u>County</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
CA033	Houlihan/Bison	Arapahoe	15/22	4S	64W
CA037	Fritzler/Bison	Arapahoe	21	4S	64W
CA035	Flaherty/Bison	Arapahoe	21	4S	64W
CA049	Francis/Bison	Arapahoe	21	4S	64W
CA050	Osborn/Bison	Arapahoe	21	4S	64W
CA053	Tebo/Bison	Arapahoe	28/32	4S	64W
CA095	Veruchi/Bison	Arapahoe	28	4S	64W
CA084/CA085	Kingsbury/Gerber	Arapahoe	16	4S	64W
CA086	Dorn/Gerber	Arapahoe	16	4S	64W
CA088	Garcia/Bison	Adams	30	3S	64W
CA089	Hoy/Bison	Arapahoe	26	4S	65W

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**Schedule 1(a)**  
**Additional Excluded Assets**

Attached to that certain Assignment and Bill of Sale dated November 22, 2016 by and between Bison Oil & Gas, LLC as Assignor and Bison Exploration, LLC as Assignee

All rights, titles, interests, assets, and properties owned by Bison Oil & Gas, LLC, located outside of Adams or Arapahoe County, CO

The following five leases

Lessor	Lessee	Date	Sec-Twp-Rng	County	Legal
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Kelly A. Uhl and Tamara S. Uhl	Bison Oil & Gas, LLC	11/7/2016	24-4-64	Arapahoe	40.56 acres, more or less, located in portion of S/2 and NW/4
Michael A. Valencia	Bison Oil & Gas, LLC	11/15/2016	24-4-64	Arapahoe	39.5 acres, more or less, in the NW/4 described at Reception No. D1084489
James A. Hill	Bison Oil & Gas, LLC	11/17/2016	27-3-64	Adams	40.75 acres, more or less, in the SE/4
Judith Ann Hill Dorn	Bison Oil & Gas, LLC	11/16/2016	27-3-64	Adams	40.75 acres, more or less, in the SE/4
Aurelio Padilla	Bison Oil & Gas, LLC	11/17/2016	27-4-64	Arapahoe	Parcel J

\* estimated acres

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