

## **Purchase and Sales Agreement**

July 18, 2017

Wiepking-Fullerton Energy, L.L.C.  
4600 S Downing Street  
Englewood, Colorado 80113

Mr. Wiepking:

This Purchase and Sales Agreement (Agreement) is to put into writing an offer whereby Grand Mesa Operating Company (Purchaser) offers to purchase from Wiepking-Fullerton Energy, L.L.C, (Seller), all of Seller's right, title, and working interest in and to the oil and gas lease and the Easy Come #2 well as set out on Exhibit "A" attached hereto and made a part hereof, under the below listed terms and conditions:

1. Purchaser agrees to pay Seller (Purchase Price) for all of Seller's right, title, and working interest in and to the oil and gas lease and the Easy Come #2 well as set out on Exhibit "A".
2. The Effective Date of the sale will be July 1, 2017 (Effective Date).
3. Closing shall occur on or before July 31, 2017 (Closing Date).
4. Seller shall be liable for paying actual ad valorem property taxes proportionate to Seller's interest for the revenue of the Easy Come #2 well located on the oil and gas lease listed on Exhibit "A" from the date of first production until July 1, 2017.
5. All costs and expenses incurred for operations in any way attributable to the oil and gas lease and the Easy Come #2 well on Exhibit "A" after the Effective Date will be paid by Purchaser. All costs and expenses incurred, proportionate to Seller's interest, for operations in any way attributable to the oil and gas lease and the Easy Come #2 well on Exhibit "A" before the Effective Date will be paid by Seller. Any invoices paid, dated prior to the Effective Date, by Seller for the oil and gas lease and the Easy Come #2 well on Exhibit "A" after the Effective Date will be reimbursed by Purchaser. Invoices received by Seller for the oil and gas lease and the Easy Come #2 well on Exhibit "A" after the Effective Date will be forwarded to Purchaser for payment.

6. Purchaser agrees to assume all liability, including but not limited to all environmental matters and compliance with all local, state, and federal laws.
7. Upon closing and payment in full, Seller will deliver to Purchaser, a fully executed assignment reflecting the working interest as defined on Exhibit "A". Purchaser shall prepare and deliver assignments to Seller prior to closing, for review and execution.
8. Unless otherwise provided herein, these terms and conditions will be binding on, and inure to the benefit of Purchaser and Seller and their respective heirs, representatives, successors and assigns.

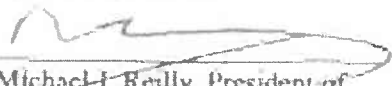
If the following terms and conditions are agreeable, please so indicate by executing this Purchase and Sales Agreement in the space provided below, and return original to Purchaser.

GRAND MESA OPERATING COMPANY/  
PURCHASER:

ATTEST:


  
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Agreed and accepted this 18th  
day of July, 2017.

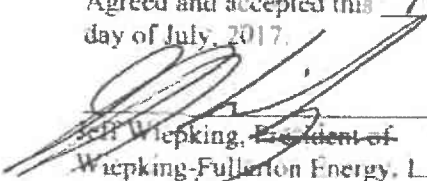
  
Michael J. Reilly, President of  
Grand Mesa Operating Company

WIEPKING-FULLERTON ENERGY, L.L.C./  
SELLER:

~~ATTEST:~~

  
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Agreed and accepted this 18th  
day of July, 2017.

  
Jeff Wiepking, President of  
Wiepking-Fullerton Energy, L.L.C.

MANAGER OF JN

## **Exhibit "A"**

**Attached hereto and made a part hereof that certain Purchase and Sales Agreement dated July 18, 2017, by and between Wiepking-Fullerton Energy, L.L.C., as Seller and Grand Mesa Operating Company as Purchaser:**

**All of Wiepking-Fullerton Energy, L.L.C.'s right, title, and working interest, without warranty of title, in and to the following oil and gas lease:**

Lessor:	Wanda C. Brent and Kimel K. Brent, Trustees of the Wanda C. Brent Revocable Trust dated December 12, 2012 and Kimel K. Brent and Wanda C. Brent, Trustees of the Kimel K. Brent Revocable Trust dated December 12, 2012
Lessee:	Tim Herian
Date:	May 31, 2013
Recorded:	Reception No. 341335
Description:	<u>Township 6 South, Range 54 West</u> Section 2: Lots 1, 2, S/2NE/4, SE/4NW/4

**Including all of Wiepking-Fullerton Energy, L.L.C.'s right, title, and working interest in and to the Easy Come #2 well currently producing on the above described oil and gas lease.**