



**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective July 1, 2013 at 7:00 a.m., Mountain Time (the "Effective Time"), is from LARAMIE ENERGY II, LLC, a Delaware limited liability company ("Laramie") 1512 Larimer Street, Suite 1000, Denver, Colorado 80202, and from LZV RESOURCES, L.L.C., a Delaware limited liability company ("LZV"), 350 Park Avenue, 11th Floor, New York, New York 10022 (Laramie and LZV being collectively called "Assignor"), to TRP WILDCAT, LLC, a Colorado limited liability company ("Assignee"), 87 Bristlecone Drive, Carbondale, Colorado 81623.

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee an undivided 97.50% interest (being an undivided 48.75% interest owned by Laramie and an undivided 48.75% interest owned by LZV) in and to the following (which undivided 97.50% interest is collectively called the "Assets"):

1. (a) The oil and gas leases on Exhibit A (the "Leases"), and all other oil and gas leasehold interests, mineral interests, overriding royalty interests, royalty interests and other interests in oil and gas attributable to the lands covered by the Leases or lands described in Exhibit A (collectively, the "Lands"), whether or not Assignor's interest in the Leases or Lands is correctly or sufficiently described on Exhibit A; (b) the Fuqua 19-02-10-01H well located on the Leases or Lands (the "Well"); and (c) all easements, rights of way, and other rights, privileges, benefits and powers with respect to the use and occupation of the surface of, and the subsurface depths under, the Lands.

2. All of the oil and gas and associated hydrocarbons in, on and under or that may be produced from or otherwise attributable to the Lands, the Leases, and the Well ("Oil and Gas");

3. To the extent assignable and applicable to any of the items described in this definition of the term "Assets," all licenses, servitudes, crude oil purchase and sale agreements, operating agreements, rights-of-way, surface agreements and other contracts, agreements and rights, which are owned by Assignor, in whole or in part, and are appurtenant to the Leases, Lands, or Well, or used in connection with the sale, distribution or disposal of Oil and Gas or water from the Leases, Lands or Well (collectively, the "Contracts"), subject to any limitation on assignment;

4. All of the real and personal property and facilities located in or on the Leases or Lands used primarily in the operation thereof which are owned by Assignor, in whole or in part, including, without limitation, well equipment, separator, gas meter, heater treater, flowlines, piping, casing; tanks; crude oil in storage severed after the Effective Time; and other equipment;

5. To the extent assignable, all governmental permits, licenses and authorizations, as well as any applications for the same, related to the Leases, Lands, or Well, or the use thereof, subject to any limitation on assignment;



6. All claims against third parties, insurance proceeds, and all other rights, privileges, benefits and powers, tangible and intangible, that relate to or affect any of the Leases, Lands, or Well;

7. All of Assignor's files, records and data relating to the items described in paragraphs 1 through 6 above, including, without limitation, lease, well, division order and other title records (including title options, title curative documents and abstracts); surveys and maps; contracts; production records, electric logs, pressure data, decline curves, graphical production curves and all related matters and construction documents; and accounting records maintained by Assignor and useful to Assignee in the continued operation of the Leases or Well in an appropriate electronic medium, consisting of ownership decks, well master files, division of interest files, and working interest owner name and address files. All of the foregoing are collectively called the "Records".

RESERVING AND EXCEPTING to Assignor the following (the "Excluded Assets"): (i) all of Assignor's right, title and interest in production proceeds from the Assets attributable to Oil and Gas produced before the Effective Time, and (ii) contractual rights of Assignor under that certain Tax Partnership Agreement attached as Exhibit G to the Joint Operating Agreement dated October 25, 2010 among Laramie, LZV and Assignee covering the Leases and Lands.

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

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

A. Assignee represents and warrants to Assignor as follows:

(i) Assignee has obtained all necessary governmental permits, licenses and other authorizations from the Colorado Oil and Gas Conservation Commission and the Colorado Department of Public Health and Environment required to be obtained by Assignee to operate the Well in the manner currently being operated, and Assignee hereby consents and agrees to accept the designation and responsibilities as the operator of the Well as of the Effective Time;

(ii) Assignee has obtained all required bonds and other surety arrangements relating to ownership of the Assets and operation of the Well necessary to cause Laramie's bonds and surety arrangements relating to ownership of the Assets and operation of the Well to be released as of the Effective Time;

(iii) Assignee has obtained and has in force as of the Effective Time liability insurance and bonds acceptable to Laramie covering Assignee's operation of the Well, and Assignee has executed and has in place as of the Effective Time a Field Agreement with a contract pumper covering day-to-day operation of the Well in form acceptable to Laramie; and

(iv) Assignee has provided Laramie with written evidence of its compliance with representations A(i)-(iii) above no later than four business days prior to the Effective Time.



**B. THE ASSIGNMENT IS EXECUTED WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY EXPRESSLY WAIVES ANY RIGHT OR CAUSE OF ACTION ARISING FROM OR RELATING TO, ANY AND ALL REPRESENTATIONS AND WARRANTIES WITHOUT LIMITATION. THE ASSETS SHALL BE CONVEYED PURSUANT HERETO IN AN "AS IS" CONDITION, WITHOUT ANY WARRANTY OR REPRESENTATION WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE.**

C. Assignee hereby agrees (i) to assume, and to timely pay and perform, all duties, obligations and liabilities relating to the ownership and/or operation of the Assets arising before and after the Effective Time (including, without limitation, those arising under the contracts, agreements and permits included in the Assets), and (ii) to indemnify and hold Assignor (and the affiliates of Assignor, and the respective directors, officers, employees, attorneys, contractors and agents of such affiliates and Assignor) harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, costs or expenses (including, without limitation, court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the matters set forth in this Paragraph C or any breach by Assignee of its representations and warranties set forth in Paragraph A above. In connection with (but not in limitation of) the foregoing, it is specifically understood and agreed that such duties, obligations and liabilities arising out of or otherwise relating to the ownership and/or operation of the Assets before and after the Effective Time shall (notwithstanding anything herein appearing to be to the contrary) be deemed to include all matters arising out of the condition of the Assets on the Effective Time (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, the Well, to restore the surface of the Assets and to comply with, or to bring the Assets into compliance with, applicable environmental laws, rules, regulations and orders, including conducting any remediation activities which may be required on or otherwise in connection with activities on the Assets), regardless of whether such condition or the events giving rise to such condition arose or occurred before or after the Effective Time, and the assumptions and indemnifications by Assignee provided for in the first sentence of this Paragraph C shall expressly cover and include such matters. Assignee's indemnification obligations to Assignor under this Paragraph C shall be unlimited as to amount and scope.

D. Assignee shall, to the extent permitted by law, be subrogated to Assignor's rights in and to warranties given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

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



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

G. Assignor shall be entitled to all credits and proceeds of production from and accruing to the Assets received by either Assignee or Assignor, attributable to periods prior to the Effective Time.

H. Assignee shall be entitled to all credits and proceeds of production from and accruing to the Assets, received by either Assignee or Assignor, attributable to periods after the Effective Time.

I. All taxes attributable to the Assets, including ad valorem property taxes assessed for the calendar year of 2013, shall be prorated between Assignor and Assignee as of the Effective Time.

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

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

L. Each of Assignor and Assignee agrees to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments, and to take such other action as may be necessary or advisable to carry out the intent and the terms of this Assignment.

M. The obligations of Laramie and LZV hereunder shall be several and not joint and each such party shall only be responsible for the performance of the obligations under this Assignment as to the undivided 48.75% interest conveyed by each such party to Assignee.

N. Separate assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

[Signature Page Follows]





STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ of LZV RESOURCES, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Public  
(S E A L)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Eagle )

This instrument was acknowledged before me this 1<sup>st</sup> day of July, 2013 by David Cockrell as President of TRP WILDCAT, LLC, a Colorado limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: 3/28/17 Megann Goodwin  
Notary Public  
(S E A L)







STATE OF NEW YORK )  
 ) ss.  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 1 day of July, 2013, by Bryan Besley as Managing Director of LZV RESOURCES, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: 3/1/14 Mary Anne Buechel  
Notary Public

(SEAL) MARY ANNE BUECHEL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BU6217609  
Qualified in Kings County  
My Commission Expires March 01, 2014

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as \_\_\_\_\_ of TRP WILDCAT, LLC, a Colorado limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public

(SEAL)



EXHIBIT A

Attached to and made a part hereof of that certain Assignment, Bill of Sale and Conveyance dated effective July 1, 2013, from Laramie Energy II, LLC and LZV Resources, L.L.C. to TRP Wildcat, LLC

LEASES

Laramie Lease No.: CO4000.001

Lessor: The Beverly A. Fuqua Trust, by Beverly A. Fuqua, Settlor and Trustee and  
The Marvin O. Fuqua Trust, by Marvin O. Fuqua, Settlor and Trustee

Lessee: Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware

Lease Effective Date: April 25, 2008

Recording Data: June 9, 2008 in Book 184, Page 227, Entry 92121 in the records of  
Jackson County, Colorado

Land Description:

Exhibit "A"

Fuqua Ranch

Township 6 North, Range 78 West, 6<sup>th</sup> P.M.

Section 18: All, including Lots 1, 2, 3, and 4

Section 19: Lot 1, NE1/4, E1/2NW1/4, NE1/4SW1/4, W1/2SE1/4

Excepting a tract of land bounded by a line described as follows:

Commencing at the South 1/4 corner of said Section 19;

thence North 22 chains;

thence South 47° East 27 Chains;

thence South 3 chains;

thence West 20 chains to the point of beginning.

Township 6 North, Range 79 West, 6<sup>th</sup> P.M.

Section 13: NE1/4, E1/2SE1/4, NW1/4SE1/4

Section 24: NE1/4NE1/4

Containing 1339.88 acres m/l

Exhibit "B"

Arnold Ranch

Parcel A:

Township 6 North, Range 78 West, 6<sup>th</sup> P.M.

Section 17: W1/2SW1/4

Section 20: W1/2NW1/4, W1/2SE1/4, E1/2SW1/4

Section 29: NW1/4NE1/4, NE1/4NW1/4

Parcel B:

Township 6 North, Range 78 West, 6<sup>th</sup> P.M.

Section 19: E1/2SE1/4

Section 20: W1/2SW1/4

Section 29: S1/2NE1/4, N1/2SE1/4

**Except** a tract of land described as follows:

Beginning at a point on the Section line 500 feet West of the section corner common to Sections 19, 20, 29 and 30, Township 6 North, Range 78 West of the 6<sup>th</sup> P.M.,

thence West along said Section line 907.45 feet to the SW corner of tract;

thence North 1° 5' West 1398.8 feet to the NW corner of tract;



thence East 191 feet to the NE corner at County Road;  
thence South 19° 20' East 420 feet;  
thence South 22° 7' East 380 feet;  
thence South 16° 9' East 210 feet;  
thence South 29° 23' East 310 feet;  
thence South 36° 15' East 239 feet to the Point of Beginning.

**And also Except** a tract of land starting at the NW corner of the SW1/4SE1/4 of Section 29, Township 6 North, Range 78 West, 6<sup>th</sup> P.M.,

thence North 860 feet,  
thence South 35° East 1110 feet,  
thence West 700 feet to the Point of Beginning, said tract being located in the NW1/4 SE1/4 of Section 29, Township 6 North, Range 78 West of the 6<sup>th</sup> P.M.

**Also excepting therefrom:**

A tract of land in the NE1/4SE1/4 of Section 19, Township 6 North, Range 78 West of the 6<sup>th</sup> P.M., bounded by a line described as follows:

Considering the South line of said Section 19 to bear North 88° 13' 00" West and all bearings relative thereto:

Beginning at a point whence the SE corner of said Section 19 bears South 19° 09' 56" East, 2950.70 feet;

thence South 46° 10' 46" West 431.88 feet;

thence North 2° 15' 33" East 300.01 feet;

thence South 89° 51' 34" East 299.78 feet to the Point of Beginning.

Containing 694.00 acres, m/l

Jackson County, Colorado

As ratified in the Ratification of Oil and Gas Lease dated April 25, 2008 executed June 4, 2008 and recorded June 9, 2008 at Book 184, Page 228 in the records of Jackson County, Colorado.

Jackson County, Colorado

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**Laramie Lease No.:** CO4001.001

**Lessor:** Leon L. Willford, a married man dealing in his sole and separate property

**Lessee:** Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware

**Lease Effective Date:** June 14, 2008

**Recording Data:** July 29, 2008 in Book 184, Page 368, Entry 92262 in the records of Jackson County, Colorado

**Land Description:** Township 10 North, Range 80 West, 6<sup>th</sup> P.M.  
Section 2: Lot 4(40.16) also described as the NW/4NW/4; S/2NW/4, SW/4  
Section 3: Lot 1 (40.00) also described as the NE/4NE/4; Lot 3(39.14) also described as the NE/4NW/4; SE/4NE/4, SE/4NW/4, NE/4SW/4, SE/4

Township 11 North, Range 80 West, 6<sup>th</sup> P.M.  
Section 28: SW/4SE/4  
Section 33: N/2NE/4, NE/4NW/4  
Section 34: W/2NW/4, SE/4NW/4, SW/4NE/4, E/2SW/4  
Containing 1,039.30 acres, more or less  
Jackson County, Colorado



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**Laramie Lease No.:** CO4002.001

**Lessor:** Lorraine Holliday, a married woman dealing in her sole and separate property

**Lessee:** Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware

**Lease Effective Date:** July 19, 2008

**Recording Data:** August 7, 2008 in Book 184, Page 381, Entry 92275 in the records of Jackson County, Colorado

**Land Description:** Township 6 North, Range 79 West, 6<sup>th</sup> P.M.  
Section 14: S/2S/2  
Section 23: W/2NE/4NE/4, NW/4NE/4, N/2NW/4  
Containing 300.00 acres, more or less  
Jackson County, Colorado

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**Laramie Lease No.:** CO4004.000

**Lessor:** Edson R. Howard and Kenneth A. Howard, married persons dealing in their sole and separate property; Edson and Ann Howard Living Trust u/d/t Dec. 7, 1995

**Lessee:** Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware

**Lease Effective Date:** August 21, 2008

**Recording Data:** October 10, 2008 in Book 184, Page 620, Entry 92514 in the records of Jackson County, Colorado

**Land Description:** Township 6 North, Range 78 West, 6<sup>th</sup> P.M.  
Section 7: SE/4, E/2SW/4, Lot 3 (40.33)  
Section 7: SW/4SW/4  
Section 8: SW/4SW/4  
Section 17: W/2NE/4, NW/4

Township 6 North, Range 79 West, 6<sup>th</sup> P.M.  
Section 1: S/2SW/4, SW/4SE/4  
Section 12: NE/4SE/4, SE/4SE/4  
Section 12: E/2NW/4, SW/4NE/4, NW/4SE/4  
Section 12: E/2SW/4, SW/4SW/4, SW/4SE/4  
Section 12: NW/4NE/4  
Containing 1,160.33 acres, more or less  
Jackson County, Colorado

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**Laramie Lease No.:** CO4007.001

**Lessor:** Loban, Hackleman, Olson, LLC, a Colorado Limited Liability Company

**Lessee:** Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware

**Lease Effective Date:** October 28, 2008

**Recording Data:** December 19, 2008 in Book 184, Page 762, Entry 92656 in the records of Jackson County, Colorado



Land Description: Township 10 North, Range 79 West, 6<sup>th</sup> P.M.  
Section 11: SE1/4  
Section 18: SW1/4SE1/4, less 1.60 acres dedicated to Railroad Right of Way  
and recorded in Book 57, Page 385 of the records of the Clerk and Recorder,  
Jackson County, Colorado  
Section 14: S1/2S1/2  
Section 19: NW1/4, SW1/4, W1/2E1/2  
Section 23: N1/2N1/2  
Containing 998.40 acres, more or less  
Jackson County, Colorado

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Laramie Lease No.: CO4008.000

Lessor: Russell E. Bybee, dealing in his sole and separate property

Lessee: Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware

Lease Effective Date: October 10, 2008

Recording Data: December 19, 2008 in Book 184, Page 761, Entry 92655 in the records of  
Jackson County, Colorado

Land Description: Township 9 North, Range 79 West, 6<sup>th</sup> P.M.  
Section 27: W1/2SW1/4; plus  
33.00 acres located in the SE1/4SW1/4;  
7.70 acres located in the SW1/4NW1/4;  
2.32 acres located in the SW1/4SE1/4;  
4.17 acres located in the NE1/4SW1/4;  
Section 28: N1/2NE1/4, SW1/4NE1/4, E1/2NE1/4NW1/4, EXCEPT certain tracts  
described by metes and bounds:  
SE1/4NW1/4, SE1/4; Plus that part of the NE1/4SW1/4 located East of the  
centerline of Highway 14; Plus a 5.70 acre tract located in the NE1/4NW1/4  
Section 33: NE/4NE/4 EXCEPT a 7.00 acre tract described by metes and bounds;  
plus 9.80 acres located in NW/4NE/4  
Section 34: SW1/4NE1/4, N1/2NW1/4, SE1/4NW1/4; plus  
20.00 acres located in the SW1/4NW1/4  
30.14 acres located in the NW1/4NE1/4;  
0.79 acres located in the NE1/4NE1/4;  
25.86 acres located in the SE1/4NE1/4

EXCEPT 29.14 acres retained by Hampton Ranches, Inc., and more fully described by  
metes and bounds description at Book 174, Page 58;  
EXCEPT a 5.56 acre tract conveyed to Mansker and more fully described by metes and  
bounds description at Book 178, Page 625;  
EXCEPT a 7.42 acre tract conveyed to Madera and more fully described by metes and  
bounds description at Book 178, page 658;

The above lands containing 718.16 Acres, more or less.  
Jackson County, Colorado

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Laramie Lease No.: CO4011.000

Lessor: State of Colorado Lease No. 9757.8

Lessee: Double Deuce Land & Minerals, Inc.

Lease Effective Date: November 20, 2008



Recording Data:

Land Description: Township 10 North, Range 80 West, 6<sup>th</sup> P.M.  
Section 36: All  
The above lands containing 640.00 acres, more or less.  
Jackson County, Colorado

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Laramie Lease No.: CO4012.000

Lessor: State of Colorado Lease No. 9754.8

Lessee: Double Deuce Land & Minerals, Inc.

Lease Effective Date: November 20, 2008

Recording Data:

Land Description: Township 10 North, Range 80 West, 6<sup>th</sup> P.M.  
Section 26: SE/4NW/4, NW/4SW/4  
The above lands containing 80.00 acres, more or less.  
Jackson County, Colorado

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Laramie Lease No.: CO4013.000

Lessor: State of Colorado Lease No. 9751.8

Lessee: Double Deuce Land & Minerals, Inc.

Lease Effective Date: November 20, 2008

Recording Data:

Land Description: Township 10 North, Range 80 West, 6<sup>th</sup> P.M.  
Section 16: All  
The above lands containing 640.00 acres, more or less.  
Jackson County, Colorado

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**WELL**

Fuqua 19-02-10-1H Well, located in the SW/4SE/4 of Section 18, Township 6 North, Range 78 West  
API # 057-06483-01

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