

ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO §
COUNTY OF YUMA §

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective January 1, 2018 (the "Effective Date"), is from **PRIME OPERATING COMPANY, PRIMEENERGY MANAGEMENT CORPORATION**, and **PRIMEENERGY CORPORATION**, with an address of 9821 Katy Freeway, Ste. 1050, Houston, Texas 77024, (hereinafter referred to as "ASSIGNOR" - whether one or more) to **FOUNDATION ENERGY FUND V-B HOLDING, LLC, FOUNDATION ENERGY FUND V-A, L.P.**, and **FOUNDATION ENERGY FUND VI-A, L.P.** with an address of 1801 Broadway, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Assignee" – whether one or more).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does sell, assign, transfer, grant, bargain and convey to Assignee, in the following undivided proportions:

31.362180% - Foundation Energy Fund V-B Holding, LLC
18.637820% - Foundation Energy Fund V-A, L.P.
50.000000% - Foundation Energy Fund VI-A, L.P.,

all of Assignor's right, title and interest in and to the following real and personal property interests (collectively, the "Properties"):

1. All Assignor's right, title and interest, whether record, contractual, legal, equitable, possessory or non-possessory, in the oil and gas leases more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leases");
2. All real and personal property interests relating to the Leases, including but not limited to all wells, including but not limited to the wells described in Exhibit "A" and made a part hereof for all purposes (the "Wells"), and also all well equipment, surface equipment, and all other personal property, fixtures and equipment used on or in connection with the Wells, Leases and other rights herein assigned, whether located on the lands described on

Exhibit "A" or elsewhere (the "Equipment");

3. All of Seller's right, title and interest in and to any pooling designations, unit declarations or agreements, unitization agreements, operating agreements, unit operating agreements, and all other such agreements relating to the Properties and/or to the production therefrom or attributable thereto, INsofar AND ONLY INsofar as the same are attributable to or affect the Leases, Wells and other rights herein assigned;
4. All Assignor's right, title and interest in the oil, gas, casinghead gas, condensate, sulfur, natural gas liquids, other liquid or gaseous hydrocarbons or any combination thereof and sulphur and other minerals of every kind and character extracted from or produced from the Leases, Wells and other rights herein assigned (hereinafter collectively referred to as "Proceeds"); and
5. All surface use agreements, sales, purchase, exchange, gathering, transportation, compressor rental and service agreements and other contracts, permits, easements, agreements, joint ventures, instruments, files, records, flow lines, pipelines and gathering systems, accounts, deposits, all warehouse stock and other material or equipment related to the operation of the Leases, Wells and other rights herein assigned or the production therefrom or attributable thereto, whether or not specifically listed in this Assignment, whether located on the lands or Leases described on Exhibit "A" or elsewhere.

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

- A. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Properties. 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, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Properties.
- B. Assignee hereby agrees to assume, and to timely pay and perform, all duties, obligations and liabilities relating to the ownership and/or operation of the Properties after the Effective Date, regardless of whether such duties, obligations and liabilities are listed on Exhibit "A", reflected or indicated of record, or disclosed to Assignee. Assignor hereby agrees to retain, and to timely pay, all obligations and liabilities relating to the ownership and/or operation of the Properties prior to the Effective Date.

- C. Notwithstanding anything herein to the contrary, this Assignment and Bill of Sale does not, and is not intended to assign or convey any overriding royalty interests, fee mineral or royalty interests in, under or related to the Properties.
- D. By the execution and delivery of this Assignment and Bill of Sale, Assignor makes and shall make no representation or warranty, express or implied, of any kind or nature whatsoever with respect to the Properties, and expressly disclaims all such warranties. Without limiting the generality of the foregoing, Assignor makes and shall make no express or implied warranties as to matters of title, including whether the Properties have been and are currently maintained by production or continuous operations per the terms of the Leases and other agreements affecting the Properties (other than Assignor's special warranty of title), zoning, tax consequences, physical or environmental condition (surface or subsurface), evaluation, governmental approvals, governmental regulations, drainage, or any other matter or thing relating to or affecting the Properties ("Disclaimed Matters"). Assignee agrees and represents that, with respect to the Properties, Assignee has not relied upon and will not rely upon any such representation or warranty, either directly or indirectly, except for Assignors' special warranty of title. Except for Assignor's special warranty of title, Assignor shall sell and convey to Assignee, and Assignee shall accept the Properties, "AS IS," "WHERE IS," and "WITH ALL FAULTS AND SUBJECT TO ALL MATTERS AFFECTING TITLE TO THE PROPERTIES AT THE TIME OF ASSIGNOR'S CONVEYANCE OF SAME TO ASSIGNEE." Assignor has not made any oral agreements, warranties, or representations collateral to or affecting the Properties.
- E. Assignee is, or prior to Closing will become, familiar with the Properties and it is a knowledgeable, experienced and sophisticated investor in the oil and gas business, and is aware of its inherent risks. Assignee acknowledges and affirms that it has relied, and will continue to rely, solely upon its own independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, tax or other consequences of this transaction. Assignee has conducted its own independent evaluation and due diligence with respect to the Properties and will rely solely on that evaluation, due diligence and Assignor's special warranty of title. Assignee agrees to assume the risk that its independent evaluation and due diligence may not reveal all adverse matters, including (without limitation) the Disclaimed Matters. Assignee acknowledges that it has been afforded a sufficient opportunity to examine and evaluate the Properties (including the physical and environmental condition of the Properties), and further including Assignor's records, files, and data relating to the Properties, and any applicable public data. Assignee recognizes that information and materials concerning the Properties provided by Assignor

was obtained from a variety of sources, which may affect its accuracy or completeness. Assignor has not made any representations or warranties, express or implied, written or oral, as to the accuracy or completeness of the records, files, and data, or any other information relating to the Properties furnished or to be furnished to Assignee or its representatives by or on behalf of Assignor, including any estimate of the value of the Properties or reserves, quality of title, or any projections as to future events.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; and for the same consideration, without limiting the rights herein assigned in any way - being all right, title and interest of Assignor in the Properties as described hereinabove and on Exhibit "A" attached hereto. This Assignment is made by Assignor with special warranty of title, by, through and under Assignor only, but not otherwise.

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

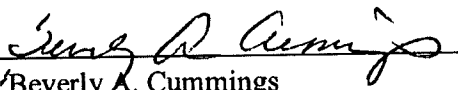
This Assignment may be executed in multiple counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

*****Remainder of page intentionally left blank – signature pages follow*****

Executed as of the (respective) acknowledgment date(s) below, but effective for all purposes as of January 1, 2018, (the "Effective Date").

ASSIGNOR:

PRIME OPERATING COMPANY
PRIMEENERGY MANAGEMENT CORPORATION
PRIMEENERGY CORPORATION

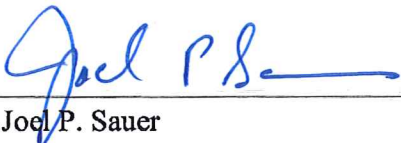
By: 
Name: Beverly A. Cummings
Title: Executive Vice President

Executed as of the (respective) acknowledgment date(s) below, but effective for all purposes as of January 1, 2018, (the "Effective Date").

ASSIGNEE:

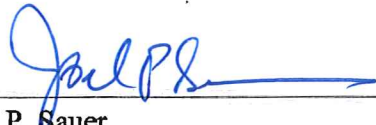
FOUNDATION ENERGY FUND V-B HOLDING, LLC

By: Foundation Energy Management, LLC
Its Manager

By: 
Name: Joel P. Sauer
Title: Executive Vice President


FOUNDATION ENERGY FUND V-A, L.P.

By: Foundation Energy Management, LLC
Its Manager

By: 
Name: Joel P. Sauer
Title: Executive Vice President

FOUNDATION ENERGY FUND VI-A, L.P.

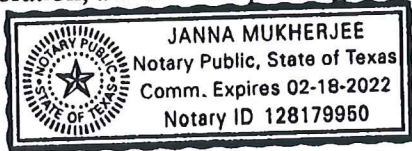
By: Foundation Energy Management, LLC
Its Manager

By: 
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, a Notary Public, on this 26th day of March, 2018, by Beverly A. Cummings, as Executive Vice President of PrimeEnergy Corporation, a Delaware corporation, PrimeEnergy Management Corporation, a New York corporation, and Prime Operating Company, a Texas corporation, on behalf of said corporations.



Janna Mukherjee
Notary Public in and for State of Texas

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2018, by Joel P. Sauer, as Executive Vice President of Foundation Energy Fund V-B Holding, LLC, a Texas limited liability company, on behalf of said company.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2018, by Joel P. Sauer, as Executive Vice President of Foundation Energy Management, LLC, a Delaware limited liability company, as General Partner of both Foundation Energy Fund V-A, L.P. and Foundation Energy Fund VI-A, L.P., on behalf of said limited partnerships.

Notary Public

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2018, by Beverly A. Cummings, as Executive Vice President of PrimeEnergy Corporation, a Delaware corporation, PrimeEnergy Management Corporation, a New York corporation, and Prime Operating Company, a Texas corporation, on behalf of said corporations.

Notary Public in and for State of Texas

STATE OF Oklahoma §
COUNTY OF Creek §

This instrument was acknowledged before me, a Notary Public, on this 29th day of March, 2018, by Joel P. Sauer, as Executive Vice President of Foundation Energy Management, LLC, a Texas limited liability company, as sole Manager of Foundation Energy Fund V-A, L.P., Foundation Energy Fund VI-A, L.P., and Foundation Energy Fund V-B Holding, LLC., on behalf of said companies.

Brenda D. Cheatwood
Notary Public