

ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO           §  
  §  
COUNTY OF KIOWA           §

KNOW ALL MEN BY THE PRESENTS:

This Assignment and Bill of Sale (this "Assignment") dated effective as of June 1, 2018 at 7:00 a.m. local time where the assigned properties are located (the "Effective Time") is from CATAMOUNT RESOURCES, LLC, LLOCO, L.L.C., and LLTX, L.L.C., whose address is 535 16th St., Suite 610, Denver, CO 80202 hereinafter collectively referred to as "Assignor", and PO&G RESOURCES FUND, LP, whose address is 5847 San Felipe, Suite 3200, Houston, Texas 77057, hereinafter referred to as "Assignee". Assignor and Assignee are sometimes collectively referred to as the "Parties" and each referred to individually as a "Party."

Subject to the terms of this Assignment, for TEN DOLLARS (\$10.00) 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 all Assignor's right, title and interest in and to the following described properties (hereinafter collectively referred to as the "Properties"):

(a) the oil, gas and/or mineral leases, leasehold interests, royalty interests, overriding royalty interests, and interests Seller is entitled to receive by reason of any participation agreement, joint venture, farm-in, farm-out, operating agreement, or any other agreement, more particularly described on Exhibit A (the "*Leases*", and Seller's and its Affiliates' interests in the Leases, less and except any interests included in the Excluded Assets, being referred to collectively as the "*Assigned Leases*" or individually as an "*Assigned Lease*"), all lands subject to the Assigned Leases or pooled, communitized or unitized therewith (the "*Lands*") and all rights, titles and interests of Seller and its Affiliates in and to any units arising on account of any of the Assigned Leases having been pooled or unitized into such units ("*Units*");

(b) all oil and gas wells and all water, injection and disposal wells located on the Assigned Leases, Lands or Units, whether producing, shut-in or temporarily abandoned (the "*Wells*"), including those described on Exhibit B;

(c) all fee surface interests and buildings held for use primarily in connection with the operation of the Assigned Leases, Lands, Units or Wells, including those described in Exhibit C (the "*Surface Interests*");

(d) all personal property, fixtures and improvements (i) appurtenant to or located upon the Assigned Leases, Lands, Units, Wells or Surface Interests as of the Effective time or (ii) used primarily in connection with the ownership or operation of the Assigned Leases, Lands, Units, Wells or Surface Interests (the "*Equipment*"), including pipelines, gathering lines and compression facilities;

(e) all rights-of-way, easements, servitudes, surface use agreements, subsurface leases, rights-of-way, permits and licenses, to the extent they are transferable and are held primarily in connection with the ownership or operation of the Assigned Leases, Lands, Units, Wells, Surface Interests or Equipment (the "*Surface Agreements*");

(f) to the extent assignable and to the extent the transfer or disclosure thereof would not be restricted by binding obligations of confidentiality, all Contracts to which Seller (or any Affiliate thereof) is a party that relate to the Assigned Leases, Lands, Units, Wells, Surface Interests, Equipment or Surface Agreements or by which the Assigned Leases, Lands, Units, Wells, Surface Interests, Equipment or Surface Agreements are bound. INSOFAR AND ONLY INSOFAR as such Applicable Contracts relate to the Assigned Leases, Lands, Units, Wells, Surface Interests, Equipment or Surface Agreements (collectively, the "*Applicable Contracts*");

(g) all Inventory and all imbalances attributable to Seller's (or its Affiliates') interest in the Assigned Leases, Lands, Units, Wells, Surface Interests, Equipment, Surface Agreements or Applicable Contracts, whether such imbalance arose before or after the Effective Time (the "*Imbalances*"); and

(h) all original files, records and data relating to the Assets described herein in the possession or control of Seller (including lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; logs;; engineering data and reports; technical evaluations and technical outputs; evaluations; interpretive data or studies (including, without limitation, proprietary seismic, geological or geophysical interpretative data); and other books, records, data, files, and accounting records, in each case to the extent related to the Assets, or used or held for use solely and directly in connection with the maintenance or operation thereof, but excluding (i) company files, financial records, and tax-related records to the extent not related to the Assets, (ii) records and data to the extent transfer thereof is prohibited by third party contractual restrictions on transfer, (iii) information entitled to legal privilege, including attorney work product and attorney-client communications (except with respect to title opinions), (iv) economic projections and (v) records of offers from, or negotiations with, Buyer or third parties with respect to the sale of the Assets and economic analyses associated therewith) (collectively, and subject to such exclusions, the "*Records*").

(i) It is the intent of the Parties to this Assignment to convey to Assignee all of Assignor's right, title and interest in and to the Properties, Leases, Lands, Units, Wells, SCADA, and Equipment, regardless of the omission of any lease or leases, errors in description and any incorrect or misspelled names or any transcribed or incorrect recording references, as if the same had been actually and properly described. Parties agree, on behalf of Parties and Parties' successors and assigns, to execute such other and further written instruments as may be required or are necessary to properly describe any of the Properties in the event that the description of any of the Properties is incorrect or deficient in any regard.

Notwithstanding the foregoing, Assignor expressly excludes from this Assignment and reserves unto itself, and excepts from the Properties to be conveyed to Assignee the following ("Excluded Assets"):

- (a) the Applicable Contracts, to the extent related to interests other than the Assigned Leases, Lands, Units, Wells, Surface Interests, Equipment or Surface Agreements;
- (b) all of Assignor's (or its Affiliates') minute books and company financial records that relate to Assignor's (or its Affiliates') business generally and any copies of Records retained pursuant to the PSA, as defined below;
- (c) other than Suspended Funds, all trade credits, accounts, receivables, deposits, cash, checks, funds and all other proceeds, income or revenues attributable to (i) any Excluded Assets for any period prior to, on or after the Effective Time or (ii) Assignor's or its Affiliates' interests in the Assets with respect to any period of time prior to the Effective Time;
- (d) all claims, causes of action, refunds and audit rights of Assignor (or its Affiliates) arising under or with respect to any Assets that are attributable to (i) periods of time prior to the Effective Time (including claims for adjustments or refunds) or (ii) any Excluded Assets for any period prior to, on or after the Effective Time;
- (e) all rights and interests of Assignor (or its Affiliates) (i) under any policy or agreement of insurance, (ii) under any bond or (iii) to any insurance proceeds or awards in respect of periods prior to the Effective Time;
- (f) all personal computers and associated peripherals and all radio, communications and telephone equipment and licenses relating thereto;
- (g) all computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (h) all documents and instruments that are protected by attorney-client privilege (except for title opinions);
- (i) all data and Contracts that cannot be disclosed to Buyer as a result of confidentiality arrangements under agreements with Third Parties (provided that Assignor shall use commercially reasonable efforts, but at no cost or expense to Assignor, to obtain a waiver from such Third Party to disclose such data or Contract);
- (j) all Third Party geophysical and other seismic and related technical data and information relating to the Assets to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty (unless Buyer agrees to pay such fee or penalty);
- (k) all documents and information relating to any proposed sale or marketing of any of the Assets;

- (l) all trucks, cars, backhoes, trailers and other vehicles;
- (m) all equipment, pipe and tangible inventory (regardless of location) unless it was allocated to the joint account applicable to any of the Assigned Leases, Wells or Units as of the Effective Time;
- (n) all insurance contracts, master service agreements and hedging arrangements;
- (o) any assets or properties that are excluded from the transactions contemplated hereby pursuant to the provisions of this Agreement;
- (p) any and all claims of Assignor for refunds of, credits attributable to, loss carry forwards with respect to, or similar items relating to (i) Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes or (iii) Taxes attributable to the Excluded Assets; and
- (q) any fee mineral interests related to any of the Assigned Leases, Lands or Units.

**TO HAVE AND TO HOLD**, the Properties unto Assignee and its successors and assigns, forever.

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

1. Purchase and Sale Agreement. This Assignment is expressly made subject to the terms of that certain Purchase and Sale Agreement dated July 5, 2018 (the "PSA"), the terms of which shall survive the execution and delivery of this Assignment and which shall control in the event of a conflict herewith.
2. Special Title Warranty. Assignor does hereby bind itself, its heirs, successors and assigns, to warrant and defend all and singular title to the Properties unto Assignee. Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of, and the right to enforce, the covenants and warranties, if any, which Assignor is entitled to enforce with respect to Assignor's predecessors in title to the Properties.
3. Disclaimer. **THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. EXCEPT FOR THE LIMITED TITLE WARRANTY SET FORTH ABOVE, THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE VII OF THE PSA, AND THOSE CONFIRMED IN THE CERTIFICATE OF ASSIGNOR TO BE**

DELIVERED PURSUANT TO SECTION 12.3(b) OF THE PSA, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE PROPERTIES SHALL BE CONVEYED PURSUANT HERETO WITHOUT (A) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (I) THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR OTHER PERSONAL PROPERTY OR ITS FITNESS FOR ANY PURPOSE, (II) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, (III) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (IV) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (V) ANY IMPLIED OR EXPRESS WARRANTY OF NON-INFRINGEMENT, OR (VI) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES, OR (B) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE DEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT, THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN-MADE FIBERS. ASSIGNEE IS RELYING SOLELY UPON THE TERMS OF THIS ASSIGNMENT AND ITS OWN INSPECTION OF THE PROPERTIES, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION.

4. Assignor shall be entitled to all production obtained prior to the Effective Time and attributable to the Properties, together with all proceeds on such production, including, without limitation, such proceeds as may not have yet been paid by any purchaser of such production. As to the distribution of production from the Property, all oil in storage above the pipeline connection or above the value line at the Effective time hereof shall be credited to Assignor at the then prevailing price for such oil. Assignor shall also be responsible for all expenses incurred prior to the Effective Time and attributable to the Properties. Assignee shall be responsible for all of the expenses incurred from and after the Effective Time and attributable to the Properties.
5. All taxes (other than ad valorem and income taxes) which are imposed on or with respect to the production of oil, natural gas or other hydrocarbons or minerals of the receipt of proceeds

therefrom (including buy no limited to severance, production and excise taxes) shall be apportioned between the parties as follows: (i) Payment or withholding of all such taxes applicable or relating to production sold prior to the Effective Time and filing of all statements, returns and documents pertinent thereto shall be the responsibility of the Assignor; and (ii) Payment or withholding of all such taxes applicable or relating to production sold from and after the Effective Time and the filing of all statements, returns, and documents incident thereto shall be the responsibility of the Assignee. All other taxes assessed against the Properties shall be prorated between Assignor and Assignee as of the Effective Time in accordance with generally accepted accounting principles.

6. At execution of this Assignment, but effective as of the Effective Time, Assignee will assume and shall be responsible for and comply with all duties and obligations, express or implied, arising from the applicable statute, regulation or contract with respect to the Properties hereby assigned. Subject to the limitations set forth in the PSA, Assignor shall indemnify, defend and hold Assignee harmless from and against any and all Claims arising prior to the Effective Time, including all expenses of litigation, court costs, and attorney's fees or claims arising out of or in connection with the Properties related to events or occurrences prior to the Effective Time. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, losses, damages, causes of actions, suits and liability of every kind (collectively "Claims") arising after the Effective Time, including all expenses of litigation, court costs, and attorney's fees for claims arising out of or in connection with the Properties related to events or occurrences after the Effective Time. Notwithstanding the foregoing, Assignee shall indemnify, defend and hold Assignor harmless from and against any and all Claims arising from or relating to environmental condition or liability, obligation to plug and abandon all Wells and reclaim all well sites located on the Lands, and any Imbalances, whether arising before or after the Effective Time, including all expenses of litigation, court costs, and attorney's fee for claims arising out of or in connection with the Properties.

7. Successors and Assigns. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Properties or any part thereof.

8. Counterparts. This Assignment may be executed in counterparts, all of which are identical and all of which constitute one and the same instrument. It shall not be necessary for Assignee and Assignor to sign the same counterpart.

9. Governing Law. This agreement and the legal relations among the parties shall be governed and construed in accordance with the laws of the state of Colorado, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

10. Further Assurances. Assignor and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other party hereto for carrying out the purposes of this Assignment.

11. Titles and Captions. All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Assignment, references to "Sections" are to Sections of this Assignment, and references to "Exhibits" are to Exhibits attached to this Assignment, which are made a part hereof for all purposes.

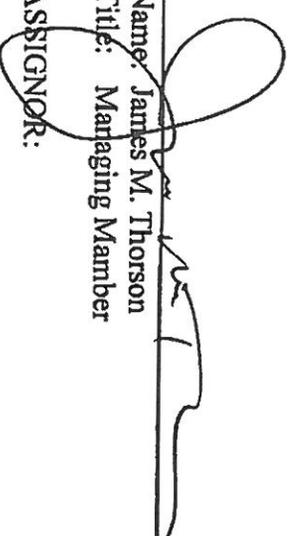
12. Amendments. No amendments or other changes to this Assignment shall be effective or binding on either of the parties unless the same shall be in writing and signed by both Assignor and Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

**CATAMOUNT RESOURCES, LLC**

  
Name: James M. Thorson  
Title: Managing Member

ASSIGNOR:

**LLOCO, L.L.C.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNOR:

**LITX, L.L.C.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

**PO&G Resources Fund, LP**

By: PO&G Management Partners I, LP  
its general partner

By: \_\_\_\_\_

Steven A. Pfeifer  
President

IN WITNESS WHEREOF, the following Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

**CATAMOUNT RESOURCES, LLC**

\_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

**LLOCO, L.L.C.**

  
\_\_\_\_\_  
Name: David McCanh  
Title: President

ASSIGNOR:

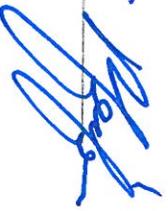
**LTX, L.L.C.**

  
\_\_\_\_\_  
Name: Kemberlia Ducote  
Title: Manager

ASSIGNEE:

**PO&G Resources Fund, LP**

By: PO&G Management Partners I, LP  
its general partner

By:    
Steven A. Pfeiffer  
President

ACKNOWLEDGEMENTS

THE STATE OF COLORADO       §  
  §  
COUNTY OF Denver           §

This instrument was acknowledged before me on August 2, 2018 by James M. Thorson, the Managing Member of Catamount Resources, LLC, on behalf of said company.

Given under my hand and seal of office the day and year last above written.



  
\_\_\_\_\_  
Notary Public in and for the State of Colorado

THE STATE OF LOUISIANA       §  
  §  
PARISH OF \_\_\_\_\_       §

This instrument was acknowledged before me on August \_\_\_\_\_, 2018 by \_\_\_\_\_, the \_\_\_\_\_ of LLOCO, L.L.C., on behalf of said company.

Given under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Louisiana

THE STATE OF LOUISIANA       §  
  §  
PARISH OF \_\_\_\_\_       §

This instrument was acknowledged before me on August \_\_\_\_\_, 2018 by \_\_\_\_\_, the \_\_\_\_\_ of LLTY, L.L.C., on behalf of said company.

Given under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Louisiana

ACKNOWLEDGEMENTS

THE STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on August \_\_\_\_\_, 2018 by \_\_\_\_\_, the \_\_\_\_\_ of Caramount Resources, L.L.C., on behalf of said company.

Given under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Colorado

THE STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

This instrument was acknowledged before me on August 28, 2018 by David McCarin, the President of LLOCO, L.L.C., on behalf of said company.

Given under my hand and seal of office the day and year last above written.

**Judy Reinel**  
Notary Public - St. Tammany Parish  
My Commission Issued for Life  
Notary No. 60007

Judy Reinel  
Notary Public in and for the State of Louisiana

THE STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

This instrument was acknowledged before me on August 28, 2018 by Kemberlia Ducote, the Manager of L.L.P.X. L.L.C., on behalf of said company.

Given under my hand and seal of office the day and year last above written.

**Judy Reinel**  
Notary Public - St. Tammany Parish  
My Commission Issued for Life  
Notary No. 60007

Judy Reinel  
Notary Public in and for the State of Louisiana

THE STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§

On this 10<sup>th</sup> day of August, 2018, before me appeared Steven A. Pfeifer, to me known, who being by me duly sworn, did say that he is the President of PO&G Management Partners I, LP as General Partner of PO&G Resources Fund, LP, a Delaware limited partnership, and that the foregoing instrument was signed on behalf of such partnership by authority of its General Partner, and said Appearer acknowledged said instrument to be the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public in and for the State of Texas



EXHIBIT "A"  
Lease Schedule

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<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date / Term</u>	<u>County</u>	<u>State</u>	<u>Legal Description</u>	<u>Gross Acres</u>	<u>Recording #</u>
Las Animas Minerals, LTD	Pronghorn Operating, LLC	08/20/2011 - 3 Year	Kowa	Colorado	Township 19 South, Range 44 West, 6th P.M., Section 5, NWNE	40.00	Rec No 270715

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**Exhibit B  
Wells List**

#	Well Name	Well #	API #	County	State	Location
1	Anschutz	#5-1	0506106178	Kiowa	CO	NW NE Section 5, Twp 19S, Rng 44W, 6th P.M.

**Exhibit C**  
**Surface Interests List**

Type	County	State	Section	Sub-Section	Date	Counterparty
SUA	Kiowa	CO	19S 44W 5, 6th P.M.	All	3/7/2012	Brandon Farms, Inc.