ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment") is effective for all purposes as of 7:00 a.m. local time on July 1, 2018 ("Effective Time"), by Pioneer Natural Resources USA, Inc., a Delaware corporation ("Assignor"), whose address is 5205 N. O'Connor Blvd., Suite 900, Irving, Texas 75039-3746, and Evergreen Natural Resources LLC, a Colorado limited liability company ("Assignee"), whose address is 27160 Craig Lane, Golden, Colorado 80401. Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties."

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, DEED, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following assets and properties, but excluding and reserving unto Assignor the Excluded Assets (such properties, after giving effect to such exclusion and reservation, the "Assets"):

(a) The oil, gas, other Hydrocarbon and mineral leases, subleases, royalties, overriding royalties, production payments, net profits interests, carried interests, reversionary interests, fee mineral interests and all other interests of any kind or character in Hydrocarbons in place and the leasehold estates created thereby in the Raton Basin Divestiture Area, including those described in Exhibit A-1 (collectively, the "Leases"), together with all other right, title, and interest of every nature related to the lands covered by the Leases or lands pooled or unitized therewith ("Lands") and all corresponding interests in and to all the property and rights incident thereto of any nature that arise by law or otherwise, including all rights in any pooled or unitized acreage by virtue of the Leases having been pooled into such pools or units, all production from the pool or unit allocated to any such Lands; and all interests in any wells within the pool or unit associated with the Lands; and all reversionary interests, convertible interests, and net profits interests applicable to the Leases or Lands;

(b) All producing, non-producing, shut in, permanently or temporarily plugged and abandoned Hydrocarbon, water, CO2, injection, salt water disposal or other wells located on the Leases, the Units, Easements or any Lands or lands pooled or unitized therewith or on any of the Real Properties on the Execution Date, including the wellbores described in Exhibit A-2, and all wellbores spudded after the Execution Date and prior to the Closing located on the Leases, the Units, and any Lands or lands pooled or unitized therewith ("Wells");

(c) All facilities, processing systems, processing plants, compressors, meters, tanks, machinery, equipment (including trees, PLETs, flowlines, control assemblies, and production handling equipment), fixtures, improvements and other real, immovable, personal and mixed property that is located on or appurtenant to the Leases, the Lands, Easements, Wells or Real Properties and used in connection with production, gathering, treatment, processing, transportation or disposal of Hydrocarbons produced from the Wells and the operation of the Leases, and such flowlines, pipelines, gathering systems, gathering lines, meters, tanks, tank batteries, storage facilities, salt water disposal facilities, field separators and liquid extractors, dehydration equipment, nitrogen rejection units, scrubbers, pigs and pig launchers, treatment facilities, compressors, air service facilities, power lines, telephone and telegraph lines, field processing plants and other fixtures, equipment and facilities which are primarily dedicated to

Lease operations, and SCADA equipment located on the Lands and used in the operations of the Assets, and including all facilities identified on Exhibit A-3 (the "Facilities");

(d) All surface leases and fee real property on which any of the Facilities are located, including all surface leases and fee real property described on Exhibit A-4, and the other surface leases and fee real property described on Exhibit A-4 (the real property covered by such surface leases and such fee properties, the "Real Properties");

(e) All units covering any of the Lands or arising on account of any of the Leases having been pooled, communitized or unitized into such units, and all tenements, hereditaments, and appurtenances belonging thereto ("Units");

(f) All currently existing contracts, agreements, and instruments to the extent applicable or relating to or burdening the properties, rights, titles, and interests described in clauses (a) through (e) above or the production of Hydrocarbons from same, including participation agreements, exploration agreements, farmout and farmin agreements, operating agreements, production dedications, crude oil, condensate, and natural gas purchase and sale gathering, transportation and marketing agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, hydrocarbon storage agreements, acreage contribution agreements, balancing agreements, processing agreements, facilities or equipment leases, letters of objection, production handling agreements, saltwater disposal agreements, and all other written contracts, contractual rights, interests and other written agreements covering or affecting any or all of the Leases, Lands, Easements, Wells, Facilities or any properties, rights, titles, and interests described in clauses (a) through (e) above or the operations thereof (but excluding any FERC Regulated Transport) (subject to such exclusion, the "Contracts") and all rights to claims thereunder arising or attributable to periods on or after the Effective Time;

(g) All easements, rights-of-way, right-of-use easements, licenses, servitudes, authorizations, permits, and other rights to use the surface appurtenant to, and used or held for use in connection with, any or all of the properties, rights, titles, and interests described in clauses (a) through (e) (the "Easements"), including certain of the items set forth on Schedule 2.1(g);

(h) All Hydrocarbons produced on or after the Effective Time, attributable to Seller's interests in the properties, rights, titles, and interests described in clauses (a), (b) and (e) above, that are conveyed by Seller to Buyer pursuant to this Agreement, including to the extent attributable to Hydrocarbons stored in tanks and pipeline linefill as of the Effective Time;

(i) All environmental and other governmental (whether federal, state or local) permits, licenses, orders, authorizations, franchises and related instruments or rights relating to the ownership, operation or use of the properties, rights, titles, and interests described in clauses (a) through (g) above (the "Permits");

(j) All (A) accounts and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (B) Liens in favor of Seller or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time

of any of the Assets or to the extent arising in favor of Seller as to the operator or non-operator of any Lease or Well;

(k) Originals (to the extent available and in Seller's possession or control) and photocopies or electronic copies of all files, records, maps, information and data of Seller or any of its Affiliates, whether written or electronically stored, pertaining to (i) land and title records (including lease files, land files, title opinions and title curative documents), (ii) well files, well information, well data bases, production records and/or producer imbalance statements, division order files, abstracts, and (iii) contract files, financial accounting records, operational records, technical records, production and processing records, in Seller's possession or control, in each case, to the extent concerning the properties, rights, titles, and interests described in clauses (a) through (j) above and (l) through (r) below (the "Records");

(l) All FERC Regulated Transport;

(m) The Highway 12 Facility;

(n) All Imbalances;

(o) All trucks and other motor vehicles identified on Schedule 2.1(o); and

(p) Suspense Funds, to the extent provided in Section 7.8.

(q) Copies of all geological and geophysical data in the possession of Seller,