

Assignment and Bill of Sale

This Assignment and Bill of Sale (this "Assignment"), effective as of May 1st, 2019 7:00 a.m. Mountain Time (the "Effective Time"), is by and between HighPoint Operating Corporation, a Delaware corporation ("Assignor"), with an address of 555 17th Street, Suite 3700, Denver, Colorado 80202, and K.P. Kauffman Company, Inc., a California corporation ("Assignee"), with an address of 1675 Broadway, Suite 2800, Denver, CO 80202. Assignor and Assignee are each a "Party" and collectively are the "Parties."

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, bargains, sells, conveys, assigns, transfers, and delivers unto Assignee all of Assignor's right, title, and interest in and to the following (collectively, the "Assets"):

(a) the oil, gas and other mineral leases described on Exhibit A-1, including without limitation, any and all overriding royalty interests, royalty interests, non-working or carried interests, operating rights, and other rights and interests in the oil, gas and other mineral leases described on Exhibit A-1 (collectively referred to as the "Leases" or, singularly, as a "Lease"), insofar and only insofar as such Leases cover and relate to the lands described on Exhibit A-1 (the "Lands"), and all oil, gas, associated liquids, other hydrocarbons and other lease substances ("Hydrocarbons") that may be produced and saved from the Leases and from any lands pooled, communitized, or unitized therewith (the Leases, the Lands, and the Hydrocarbons described above and the Wells described below being collectively referred to as the "Hydrocarbon Interests" or, singularly, a "Hydrocarbon Interest");

(b) all easements, rights-of-way, servitudes, surface leases, surface use agreements, water disposal or handling agreements, agreements pertaining to water wells, and other rights or agreements related to the use of the surface and subsurface, in each case to the extent used or held for use in connection with the ownership, use or operation of the Hydrocarbon Interests, recorded or unrecorded, including those described on Exhibit A-2 (collectively, the "Surface Agreements");

(c) to the extent assignable or transferable, all permits, licenses, franchises, consents, approvals, and other similar rights and privileges, in each case to the extent used or held for use in connection with the ownership, use or operation of the Hydrocarbon Interests (collectively, the "Permits");

(d) all wells located on the Leases or the Lands or on lands pooled, communitized, or unitized therewith, whether producing, shut in, or abandoned, and whether for production, produced water injection or disposal, monitoring, or otherwise, including but not limited to those wells described on Exhibit B, together with all of Assignor's interests within the spacing, producing, federal exploratory, enhanced recovery, or governmentally prescribed unit attended to the wells (collectively, the "Wells"), and all equipment, machinery, fixtures, spare parts, inventory, and other personal property (including Assignor's leasehold interests therein) used or held for use in connection with the operation of the Hydrocarbon Interests or in connection with the production, treatment, compression, gathering, transportation, sale, or disposal of Hydrocarbons and any water, by-products, or waste produced therewith or otherwise attributable thereto produced from or

attributable to the Hydrocarbon Interests, including all wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials and supplies used in connection with the Hydrocarbon Interests (collectively, the "Equipment");

(e) to the extent assignable or transferable, (i) all contracts, agreements, equipment leases, production sales and marketing contracts, farm-out and farm-in agreements, operating agreements, unit agreements, gas marketing, gas gathering, processing and transportation agreements, and (ii) equipment leases and rental contracts, and other contracts, agreements, and arrangements relating to the Assets, including the contracts listed on Exhibit D of the Agreement (as defined below), insofar as they directly relate to the Assets described in paragraphs (a) through (d) above (collectively, the "Contracts"), provided, however, that the term "Contracts" shall not include the Leases and the Surface Agreements; and

(f) all files, records, and data relating to the items described in paragraphs (a) through (e) above, maintained by Assignor, including the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents (including correspondence), records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal and Colorado Income Tax Returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts, and other records, all geologic maps, including any interpretations, analyses and reports related thereto, but excluding from the foregoing all seismic data licensed from any third party and those files, records, and data subject to written unaffiliated third-party contractual restrictions on disclosure or transfer for which no consent to disclose or transfer has been received, or to the extent such disclosure or transfer is subjected to payment of a fee or other consideration for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable (subject to such exclusions, the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions.

A. No Warranty. EXCEPT FOR ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

B. Subrogation. Assignor and Assignee hereby waive for themselves and their successors and assigns, including their insurers, any right to subrogation for Claims for which each of them is respectively liable or against which each respectively indemnifies the other, and, if required by applicable policies, Assignor and Assignee shall waive such subrogation from their respective insurers.

C. Assumption of Contracts. SUBJECT TO THE TERMS OF THE AGREEMENT, ASSIGNEE HEREBY ASSUMES (1) AND AGREES TO BE BOUND BY ALL EXPRESS AND IMPLIED COVENANTS, RIGHTS, BENEFITS, CONDITIONS, OBLIGATIONS, AND LIABILITIES UNDER THE LEASES, SURFACE AGREEMENTS, PERMITS, AND CONTRACTS, AND (2) THE ASSUMED OBLIGATIONS.

D. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns, and all obligations shall be a covenant running with the land.

E. Governmental Forms. Separate governmental form 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 terms of this Assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein, and subject to the reservations and exclusions set forth under the terms of this Assignment. In the event there is a conflict between the terms of this Assignment and the terms of any governmental forms of assignment relating to the Assets, the terms of this Assignment will control to the extent of such conflict.

F. Entire Agreement; Purchase and Sale Agreement. This Assignment supersedes all other prior written or oral agreements, except the Purchase and Sale Agreement between Assignor and Assignee dated May 1st, 2019 (the "Agreement"), which this Assignment is made subject to. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will control to the extent of the conflict. Assignor and Assignee intend that the terms of the Agreement not merge into the terms of this Assignment. There are no oral agreements between the Parties not set out in writing. All capitalized terms used but not defined in this Assignment have the meanings given them in the Agreement.

G. Disclaimers of Representations and Warranties. The express representations and warranties of Assignor contained in this Assignment are exclusive and are in lieu of all other representations and warranties, whether express, implied, at common law, or statutory. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY, OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS, OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL AND GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON), OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND (c) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS. ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS MADE SUCH INSPECTIONS WITH RESPECT TO

SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES.

H. NORM/TENORM. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS, PRODUCING TECHNICALLY-ENHANCED NORM ("TENORM"). THE ASSETS SUBJECT TO THIS ASSIGNMENT MAY HAVE LEVELS OF NORM/TENORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF. THEREFORE, ASSIGNEE MAY NEED TO, AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

I. "AS IS, WHERE IS" PURCHASE. EXCEPT AS EXPRESSLY PROVIDED IN THIS ASSIGNMENT, ASSIGNEE SHALL ACQUIRE THE ASSETS IN AN "AS IS, WHERE IS" CONDITION AND SHALL ASSUME ALL RISKS THAT THE ASSETS MAY CONTAIN WASTE MATERIALS (WHETHER TOXIC, HAZARDOUS, EXTREMELY HAZARDOUS OR OTHERWISE) OR OTHER ADVERSE PHYSICAL CONDITIONS, INCLUDING THE PRESENCE OF UNKNOWN ABANDONED OIL AND GAS WELLS, WATER WELLS, SUMPS, PITS, PIPELINES OR OTHER WASTE OR SPILL SITES WHICH MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION. AT AND AFTER THE CLOSING, ALL RESPONSIBILITY AND LIABILITY RELATED TO ALL SUCH CONDITIONS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WILL BE TRANSFERRED FROM ASSIGNOR TO ASSIGNEE, REGARDLESS OF WHEN THE RESPONSIBILITY AND LIABILITY AROSE. ALL ENVIRONMENTAL CONDITIONS NOT RAISED PRIOR TO CLOSING SHALL BE WAIVED BY ASSIGNEE FOR ALL PURPOSES, AND ASSIGNEE SHALL HAVE NO RIGHT TO MAKE A CLAIM AGAINST ASSIGNOR, LEGAL, MONETARY OR OTHERWISE, OR SEEK INDEMNIFICATION FROM ASSIGNOR ASSOCIATED WITH THE SAME.

J. Further Assurances. The Parties agree to and shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the assignment and conveyance contemplated by this Assignment in accordance with the terms of this Assignment and the Agreement.

K. Governing Law. This Assignment and the legal relations between the Parties shall be governed and construed in accordance with the laws of the State of Colorado.

L. Exhibits. All exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

M. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original. Fax or .pdf signatures shall be considered binding.

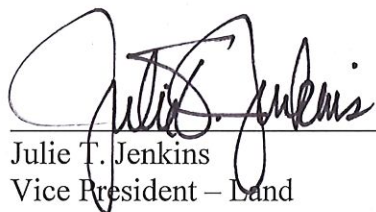
N. Amendment and Waiver. No supplement, amendment, alteration, modification, or waiver of this Assignment shall be binding unless executed in writing by each of the Parties and specifically referencing this Assignment. No waiver of any provision of this Assignment shall be deemed or shall constitute a waiver of any other provision of this Assignment (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any such waiver shall be in writing.

[Remainder of page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Time.

ASSIGNOR:

HIGHPOINT OPERATING CORPORATION

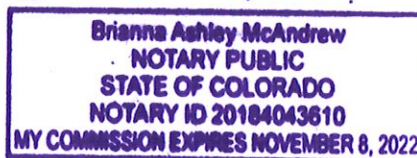
By: 
Name: Julie T. Jenkins
Title: Vice President – Land Full

Acknowledgement

STATE OF COLORADO §
CITY AND §§
COUNTY OF DENVER §

This instrument was acknowledged before me this 1st day of May, 2019, by Julie T. Jenkins, as Vice President – Land of HighPoint Operating Corporation, a Delaware corporation, on behalf of the company.





IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Time.

ASSIGNEE:

K.P. KAUFFMAN COMPANY, INC.

By: 
Name: Jeffrey V. Kauffman
Title: President

Acknowledgement

STATE OF COLORADO §
CITY AND §§
COUNTY OF DENVER §

This instrument was acknowledged before me this 1st day of May, 2019, by Jeffrey V. Kauffman, as President of K.P. Kauffman Company, Inc., a California corporation, on behalf of the corporation.



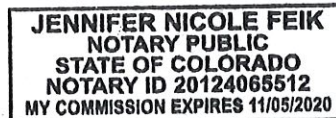


Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15517	ST OF CO 89/6113-B	HOBE INC OF WYOMING	6/15/1989	6/15/1989	2184950	WELD	CO	T3N - R62W SEC 11: E/2SW/4
CO15518	ST OF CO 89/1205-B	RONALD ROWLAND	11/23/1993	11/23/1993	2362385	WELD	CO	T3N - R62W SEC 14: NW/4
CO15519	VIRGINIA P HUTCHINSON	HS RESOURCES INC	4/15/1994	6/24/1994	2395861	WELD	CO	T3N - R61W SEC 2: SW/4 SEC 3: W/2 SEC 4: ALL SEC 9: ALL SEC 10: SW/4, W/2SE/4 SEC 11: ALL SEC 14: ALL THAT PART OF THE SECTION LYING NORTH OF HIGHWAY NO. 6 SEC 17: N/2 SEC 18: S/2, S/2NE/4, SE/4NW/4 T3N - R62W SEC 11: E/2NW/4, SW/4NE/4 SEC 13: SE/4, SW/4SW/4 SEC 14: S/2
CO15520	JOHN S PAINTER	HS RESOURCES INC	4/15/1994	6/24/1994	2395862	WELD	CO	T3N - R61W SEC 2: SW/4 SEC 3: W/2 SEC 4: ALL SEC 9: ALL SEC 10: SW/4, W/2SE/4 SEC 11: ALL SEC 14: ALL THAT PART OF THE SECTION LYING NORTH OF HIGHWAY NO. 6 SEC 17: N/2 SEC 18: S/2, S/2NE/4, SE/4NW/4 T3N - R62W SEC 11: E/2NW/4, SW/4NE/4 SEC 13: SE/4, SW/4SW/4 SEC 14: S/2
CO15521	LOST CREEK LAND AND CATTLE CO	HS RESOURCES INC	4/25/1994	6/24/1994	2395860	WELD	CO	T3N - R61W SEC 17: N/2 T3N - R62W SEC 11: E/2NW/4, SW/4NE/4 SEC 14: S/2
CO15522	ST OF CO 72/246-S	AMOCO PRODUCTION COMPANY	3/2/1972	12/16/1975	1387409	WELD	CO	T3N - R62W SEC 33: N/2NW/4, SW/4NW/4
CO15523	HOBE MINERALS LLC	HOBE INC	12/1/1993	12/1/1993	2368401	WELD	CO	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T3N - R62W SEC 29: SE/4SE/4 - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE OF THE HRR LOST CREEK 16-29
CO15524	ST OF CO 1248.10	HILLCORP ENERGY LP	10/1/2005	1/17/1985	11/17/1990	3763975	WELD	T3N - R62W SEC 32: NE/4, NE/4SW/4
CO15525	ST OF CO 79/4037-S	ENERGY MINERALS CORPORATION	1/17/1979	1/17/1979	1/17/1984	1854352	WELD	T3N - R61W SEC 36: ALL - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE OF THE LOST CREEK STATE 1 AND LOST CREEK STATE 7 WELLS.
CO15526	ST OF CO 70/6065-S	EQUITY OIL COMPANY	5/20/1970	5/20/1970	5419/1980	1894588	WELD	T3N - R61W SEC 2: LOTS 1-4, E/2W/2, E/2
CO15527	ST OF CO 70/7817-S	TERBA RESOURCES INC	4/6/1970	11/20/1968	11/19/1973	1645172	WELD	CO
CO15528	ST OF CO 79/4035-S	TAYLOR-SCOTT A PARTNERSHIP	1/17/1979	1/17/1979	1/16/1984	2218331	WELD	CO
CO15529	GEORGE F CASE ET UX	J R DRILLING & EXPLORATION CO INC	11/6/1978	11/6/1978	11/5/1979	1772073	WELD	CO
CO15530	CLAUDE A WEBER ET AL	J R DRILLING & EXPLORATION CO INC	11/7/1978	11/7/1978	11/6/1979	1774799	WELD	CO
								INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL SEC 6: LOT 2(40.13), 3(40.07), 4(40.07), 5(40.42), 6(40.18), 7(95.92), E/2SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4 T3N - R62W SEC 1: LOT 1(80.11), LOT 2(80.51), S/2N/2, SW/4 SEC 2: LOT 1(81.82), S/2NE/4, SE/4, SE/4NW/4 SEC 3: LOT 1(81.82), S/2NE/4, SE/4, SE/4NW/4 T3N - R61W SEC 8: ALL SEC 6: LOT 2(40.13), 3(40.07), 4(40.07), 5(40.42), 6(40.18), 7(95.92), E/2SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4 T3N - R62W SEC 1: LOT 1(80.11), LOT 2(80.51), S/2N/2, SW/4 SEC 2: LOT 1(81.82), S/2NE/4, SE/4, SE/4NW/4 SEC 3: LOT 1(81.82), S/2NE/4, SE/4, SE/4NW/4

[illegible]

HPOC Lease	Lessor	Lessee	Lease Date	Eff Date	Exp Date	Entry	County	State	Legal Description
COL1542	GENEVA GALBRAITH	ENERGY MINERALS CORPORATION	5/17/1979	1/1/1979	12/31/1979	1798664	WELD	CO	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 6: LOTS 2-7, E/2SW/4, SE/4NW/4, SE/4NW/4, W/2SW/4 SEC 8: ALL T3N - R62W SEC 1: NE/4, W/2 SEC 2: N/2, SW/4 SEC 3: E/2, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1543	SHIRLEY W NEWMAN ET AL	ENERGY MINERALS CORPORATION	8/27/1979	1/1/1979	12/31/1979	1803948	WELD	CO	T3N-R61W SEC 6: LOTS 2-7, E/2SW/4, SE/4NW/4, SW/4NE/4, W/2SE/4 SEC 8: ALL T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1544	THELMA VON HAZMEURG ET AL	BUFFALO OIL CORPORATION	5/18/1978	5/18/1978	5/17/1979	1760914	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1545	MILTON E PARKER	PAUL S REEP	2/13/1979	2/13/1979	2/12/1980	1785980	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1546	BEN J PARKER JR	PAUL S REEP	2/13/1978	2/13/1978	2/12/1980	1785144	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1547	K C FORCADE	PAUL S REEP	2/13/1979	2/13/1979	2/12/1980	1785147	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1548	LOIS RUSSELL	ENERGY MINERALS CORPORATION	8/27/1979	1/1/1979	12/31/1979	1803943	WELD	CO	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N-R61W SEC 6: LOTS 2-7, E/2SW/4, SE/4NW/4, SW/4NE/4, W/2SE/4 SEC 8: ALL T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1549	HERBERT E ARMITAGE TRUST	J R DRILLING & EXPLORATION CO INC	1/25/1979	1/25/1979	1/24/1980	1784914	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1550	G R BRINNARD JR	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/24/1979	1/23/1980	1781281	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1551	GLADYS M CONNORS	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/24/1979	1/23/1980	1780989	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1552	LE DEACON	J R DRILLING & EXPLORATION CO INC	1/25/1979	1/25/1979	1/24/1980	1781956	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1553	FRANK M JACOBSON	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/24/1979	1/23/1980	1780928	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1554	GEORGE C LISJUMI ET AL	J R DRILLING & EXPLORATION CO INC	2/5/1979	2/5/1979	2/4/1980	1784913	WELD	CO	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:

Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15555	ARNOLD B NELSON	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/23/1980	1780229	WELD	CO	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - 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Exhibit A-1
Leases and Lands

HPDC Lease	Lessor	Lessee	Lease Date	Eff Date	Exp Date	Entry	County	State	Legal Description
COL1585	CHAMPLIN PETROLEUM COMPANY	AMOCO PRODUCTION COMPANY	3/12/1977	12/12/1977	12/11/1978	1742594	WELD	CO	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R63W SEC 31: E/25W/4, N/2SE/4 T1N - R64W SEC 28: NE/4NW/4 SEC 33: NE/4SE/4 T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1586	CHAMPLIN PETROLEUM COMPANY	GRIFFIN OIL & GAS	7/9/1984	7/9/1984	7/2/1985	1986342	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1587	WILLIAM R COAN JR ET UX	GRIFFIN PETROLEUM CORPORATION	6/11/1980	6/11/1980	6/10/1983	1829976	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1588	JOHNNIE JAKEL ET AL	GRIFFIN OIL & GAS	5/16/1983	5/16/1983	9/17/1983	1925206	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1589	ENERGY MINERALS CORPORATION	GRIFFIN OIL & GAS	7/20/1983	7/20/1983	7/19/1984	1935170	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1590	ALICE J SMITH	ENERGY MINERALS CORPORATION	1/22/1982	11/21/1982	11/1/1985	1503703	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1591	ENA FRANCES HUMMELL	VIALE RESOURCES INC	4/22/1981	4/22/1981	4/21/1982	1857431	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1592	ANDREAS ARNUSCH ET UX	J R DRILLING & EXPLORATION CO INC	3/19/1978	3/19/1978	6/18/1978	1748518	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1593	CHANCELL KAMPLING JR ET UX	J R DRILLING & EXPLORATION CO INC	5/1/1978	5/1/1978	11/1/1978	1752935	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1594	CLORITA O'HARA ET VIR	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1754678	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1595	DANIEL KAMPLING ET UX	J R DRILLING & EXPLORATION CO INC	3/21/1978	3/21/1978	11/1/1978	1753268	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1596	EDNA FREUND ET VIR	ENERGY MINERALS CORPORATION	8/9/1978	8/9/1978	8/7/1983	1765480	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1597	ELLA MILLER	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1754678	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1598	FRANZ P ARNUSCH	J R DRILLING & EXPLORATION CO INC	3/19/1978	3/19/1978	6/18/1978	1748519	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1599	GERTRUDE M WEBER	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1752717	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1600	HANS ARNUSCH	J R DRILLING & EXPLORATION CO INC	3/23/1978	3/23/1978	6/21/1978	1748520	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1601	IDX KAMPLING	ENERGY MINERALS CORPORATION	4/17/1978	4/17/1978	4/16/1983	1751995	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1602	JOHN MILLER ET UX	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1759863	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1603	JOSEPH J KAMPLING	J R DRILLING & EXPLORATION CO INC	5/6/1978	5/8/1978	11/7/1978	1753407	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1604	JOYCE R REASON	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1754128	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1605	LARRY J HARRIS ET UX	J R DRILLING & EXPLORATION CO INC	5/2/1978	5/2/1978	11/1/1978	1753535	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1606	LEROY A KAMPLING ET UX	J R DRILLING & EXPLORATION CO INC	5/8/1978	5/8/1978	11/7/1978	1754569	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1607	LOUIS A KAMPLING ET UX	ENERGY MINERALS CORPORATION	4/16/1978	4/18/1978	4/17/1983	1772623	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1608	MARY LINDEMANN	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1754127	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1609	NEWTON A BULL ET UX	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1754677	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1610	NIKOLAUS ARNUSCH	J R DRILLING & EXPLORATION CO INC	3/23/1978	3/23/1978	6/22/1978	1762112	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1611	PATRICIA BENNE	ENERGY MINERALS CORPORATION	4/24/1978	4/24/1978	4/23/1983	1756568	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1612	LEROY BOSWELL ET UX	ENERGY MINERALS CORPORATION	4/20/1978	4/20/1978	4/19/1983	1765796	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1613	THEODORE RAGATZ	ENERGY MINERALS CORPORATION	4/17/1978	4/17/1978	4/16/1983	1751396	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1614	VERENA KAMPLING	ENERGY MINERALS CORPORATION	4/28/1978	4/28/1978	4/27/1983	1756367	WELD	CO	T1N - R63W SEC 19: E/25W/4 SEC 20: SW/4SW/4 SEC 24: SE/4 T1N - R64W SEC 24: SE/4 INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T1N - R64W SEC 24: SE/4
COL1615	MAURICE GORGES ET UX	ENERGY MINERALS CORPORATION	7/26/1978	7/26/1978	7/25/1980	1762458	WELD	CO	T1N - R62W SEC 33: NW/4NW/4 - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE GORGES #1 T1N - R62W SEC 38: NW/4NW/4 - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE GORGES #1
COL1616	ARCHIOCESE OF DENVER	RANDY KRETT	10/5/1995	10/5/1995	10/4/1996	2468910	WELD	CO	T1N - R62W SEC 38: NW/4NW/4 - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE GORGES #1

Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15617	POUDRE VALLEY CREAMERY COMPANY	H/S RESOURCES INC	12/18/1995	12/18/1995	12/17/1996	WELD	CO	T2N - R62W SEC 35: NW/4NW/4 - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE GORGES #1
CO15618	KLAUNER INC	WALTER E OHMART JR	2/1/1975	2/1/1975	2/1/1980	WELD	CO	T2N - R62W SEC 27: NW/4
CO15619	GERALD E SIGG ET UX	ENERGY MINERALS CORPORATION	1/5/1977	1/5/1977	1/4/1980	WELD	CO	T2N - R62W SEC 20: SE/4
CO15620	BLANCHE M PRESTON	ENERGY MINERALS CORPORATION	1/5/1990	1/5/1990	1/4/1994	WELD	CO	T2N - R62W SEC 17: SW/4 SEC 20: NW/4 SEC 20: NW/4
CO15621	E B O'HARA AND RITA A O'HARA	HOBE INC OF WYOMING	2/16/1990	2/16/1990	2/15/1991	WELD	CO	T2N - R62W SEC 20: NW/4
CO15622	HOBE MINERALS LTD LIABILITY CO	HOBE INC	11/10/1993	11/10/1993	11/9/1998	WELD	CO	T2N - R62W SEC 17: SW/4
CO15623	ESTATE OF GRANT KINSORE	G L WICKLAND	11/9/1964	11/9/1964	11/8/1965	WELD	CO	INSOFAR AND ONLY INSOFAR AS T1N - R63W SEC 21: SE/4NE/4
CO15624	DEBORAH BARNES	CRYSTAL EXPLORATION AND PRODUCTION COMPANY	1/9/1978	1/9/1978	1/8/1983	WELD	CO	T1N - R63W SEC 11: SE/4
CO15625	M A SHOENEMAN ET UX	J R DRILLING & EXPLORATION CO INC	5/24/1978	5/24/1978	5/23/1979	WELD	CO	T1N - R63W SEC 11: SE/4
CO15626	RAYMOND T BARNES III TRUST	CRYSTAL EXPLORATION AND PRODUCTION COMPANY	1/8/1978	1/9/1978	1/8/1983	WELD	CO	T1N - R63W SEC 11: SE/4
CO15627	IVAN L ANDREWS ET UX	CHARTER EXPLORATION AND PRODUCTION COMPANY	11/30/1974	11/30/1974	11/29/1979	WELD	CO	T1N - R63W SEC 11: SE/4
CO15628	DANIEL TRUPP ET UX	TEXACO INC	10/26/1971	10/26/1971	10/25/1976	WELD	CO	T1N - R63W SEC 22: SW/4
CO15629	HERMAN HUWA ET AL	J R DRILLING & EXPLORATION CO INC	3/18/1978	3/18/1978	6/17/1978	WELD	CO	INSOFAR AND ONLY INSOFAR AS T1N - R63W SEC 21: NW/2SE/4
CO15630	MARY LOUISE NORENG	BUFFALO OIL & GAS INC	8/18/1977	8/18/1977	8/17/1980	WELD	CO	T1N - R63W SEC 21: NW/2SE/4
CO15631	M A SHOENEMAN ET UX	CHARTER EXPLORATION AND PRODUCTION COMPANY	2/5/1976	2/5/1976	2/4/1978	WELD	CO	T2N - R62W SEC 21: E/2, EXCLUDING A 10 ACRE TRACT LOCATED IN THE SE/4SE/4
CO15637	JAMES H COOPER	DONALD S CHILDS	1/1/1970	1/1/1970	1/1/1980	WELD	CO	T2N - R62W SEC 20: E/2NE/4
CO15638	CLEMENT BUCHHOLZ	RAYMOND CHORNEY	7/27/1968	7/27/1968	7/26/1978	WELD	CO	T2N - R62W SEC 31: N/2 LESS 10 ACRES ALL THAT PART OF THE NW/4 COMMENCING AT THE NW CORNER OF SECTION 31; THENCE SOUTH ALONG THE WEST SECTION LINE A DISTANCE OF 1386'; THENCE EAST PARALLEL WITH THE NORTH LINE OF SECTION A DISTANCE OF 330'; THENCE NORTH PARALLEL WITH THE WEST LINE OF SECTION TO THE NORTH LINE A DISTANCE OF 1386'; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.
CO15639	SARGENT FARMS INC	J R DRILLING & EXPLORATION CO INC	1/30/1978	1/30/1978	1/29/1979	WELD	CO	T2N - R62W SEC 31: ALL THAT PART OF THE NW/4 OF SEC 31, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SECTION, THENCE SOUTH ALONG THE WEST SECTION LINE OF SAID SECTION A DISTANCE OF 1,386 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION A DISTANCE OF 330 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,386 FEET, THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 1000 ACRES, M/L
CO15640	LYLE V COCKSEY ET AL	CHARTER EXPLORATION AND DEVELOPMENT COMPANY	2/21/1975	2/21/1975	2/20/1977	WELD	CO	T1N - R63W SEC 21: E/2SE/4
CO15641	MILES MILAN ET UX	ENERGY MINERALS CORPORATION	4/28/1977	6/30/1977	6/29/1979	WELD	CO	T2N - R62W SEC 21: THE EAST 180 FEET OF THE SE/4
CO15642	VALLE DELL HENDERSON	MORMAC OIL GAS CO	1/5/1981	1/5/1981	1/4/1984	WELD	CO	T1N - R64W SEC 32: E/2 SEC 34: NE/4
CO15651	MICHAEL J COAN	CONTEX ENERGY COMPANY	1/1/1994	1/1/1994	1/1/1998	WELD	CO	T1N - R64W SEC 34: SE/4
CO15653	MURIEL S HANLEY ET AL	MEL C BEDINGER	1/4/1965	1/4/1965	1/3/1975	WELD	CO	T2N - R62W SEC 8: W/2 EXCEPT A TRACT IN S/2SW/4 SEC 8: W/2SE/4, SE/4NW/4
CO15654	HAROLD C PRESTON ET UX	BEAVER MESE EXPLORATION CO	9/17/1970	9/17/1970	9/16/1980	WELD	CO	T2N - R62W SEC 18: SE/4 SEC 15: NE/4
CO15655	MURIEL S HANLEY ET AL	DAVID LOTT	8/27/1969	8/27/1969	8/26/1974	WELD	CO	R2N - T62W SEC 8: NE/4 SEC 18: E/2

Exhibit A-1

HPOC Lease	Lessor	Lessee	Lease Date	Eff Date	Exp Date	Entry	County	State	Legal Description
CO15658	VERNON H PRESTON ET UX	LEON ZIMBELMAN	9/28/1970	9/28/1970	9/27/1975	1580245	WELD	CO	INSOFAR AND ONLY INSOFAR AS T2N - R63W
CO15659	GERALD E SIGG ET UX	J MICHAEL MCGHEE	9/23/1993	9/23/1993	9/22/1999	2371232	WELD	CO	T2N - R63W A TRACT OF LAND IN THE SW 1/4 SECTION 8 AND SE 1/4 SECTION 7 DESCRIBED AS BEGINNING AT THE SOUTH CORNER SECTION 8; THENCE WEST ALONG THE SOUTH LINES OF SECTIONS 7 AND 8 4402 FEET TO A POINT 3520 FEET EAST OF SW CORNER SECTION 7; THENCE NORTH 950 FEET; THENCE EAST 3594.5 FEET; THENCE NORTH 26 DEGREES 23 FEET EAST 182.3 FEET; THENCE NORTH 77 DEGREES 39 FEET EAST 344.5 FEET TO POINT ON N & S CENTERLINE SECTION 8; THENCE SOUTH 1209 FEET TO POINT OF BEGINNING CONTAINING 101.5 ACRES, MORE OR LESS
CO15660	UNION PACIFIC LAND RES CORP	UNITED STATES EXPLORATION INC	12/20/2000	12/20/2000	12/12/2001	2852093	WELD	CO	T2N - R63W SEC 28 SW 1/4
CO15661	RME LAND CORP	UNITED STATES EXPLORATION INC	7/2/2001	7/27/2001	7/26/2002	2911641	WELD	CO	SEC 9 NW 1/4 T1N - R63W
CO15675	SHELDON E HEIDERSON FAMI TR	DORION LAND SERVICES	3/22/2007	3/22/2007	9/21/2012	3468753	WELD	CO	SEC 5 NE 1/4 T1N - R64W
CO15676	SHELLIAN D HENDERSON TRUST	DORION LAND SERVICES	3/22/2007	3/22/2007	3/21/2012	3468752	WELD	CO	SEC 22 ALL T1N - R64W
CO15678	ANADARKO E&F CO LP ET AL	NOBLE ENERGY INC	8/1/2009	8/1/2009	8/1/2010	3667717	WELD	CO	SEC 13 E 1/2 T1N - T64W
CO15679	UNION PACIFIC LAND RES CORP	UNITED STATES EXPLORATION INC	11/16/2000	12/1/2000	11/30/2001	2883092	WELD	CO	T1N - R63W SEC 19 NW 1/4
CO15698	RME PETROLEUM COMPANY	UNITED STATES EXPLORATION INC	6/10/2002	6/10/2002	6/9/2003	2979425	WELD	CO	T1N - R63W SEC 17 S 1/2
CO15699	RUTH C BOUNDS	BLUE CREEK INC	6/10/2002	6/10/2002	6/9/2003	2530706	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15700	ANNE LAURIE CHARLTON TRUST	BLUE CREEK INC	3/22/1996	3/22/1996	7/21/1996	2530707	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15701	ALFRED R CUYKENDALL	BLUE CREEK INC	3/22/1996	3/22/1996	7/21/1996	2530704	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15702	CUYKENDALL FAMILY TRUST	BLUE CREEK INC	3/22/1996	3/22/1996	7/21/1996	2530708	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15703	HELEN S CUYKENDALL	BLUE CREEK INC	3/22/1996	3/22/1996	7/21/1996	2530703	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15704	PAUL R CUYKENDALL TRUST B	BLUE CREEK INC	3/22/1996	3/22/1996	7/21/1996	2530702	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15705	JOHN CUYKENDALL	RED HORSE OIL GAS LTD	10/28/1971	10/28/1971	10/27/1972	1585586	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15706	LUANN OF CHANA LAKE INC	GRIFFIN OIL & GAS	7/16/1973	7/16/1973	7/15/1975	1619601	WELD	CO	T2N - R63W SEC 24 NE - INSOFAR & ONLY INSOFAR AS TO THE WELLBORE ONLY OF THE CUYKENDALL C #3
CO15707	LULUS PLUSS & BRUCE KAUFFMAN	DJ PRODUCTION SERVICES	1/1/1997	1/1/1997	1/1/1998	2535955	WELD	CO	T2N - R63W SEC 25 NW 1/4 NE 1/4 SE 1/4 NE 1/4 NW 1/4 SE 1/4
CO15708	LULUS PLUSS & BRUCE KAUFFMAN	DJ PRODUCTION SERVICES	1/1/1997	1/1/1997	1/1/1998	2535956	WELD	CO	T2N - R63W SEC 25 NW 1/4 NE 1/4 SE 1/4 NE 1/4 NW 1/4 SE 1/4

Exhibit A-2
Surface Agreements

Contract Name	Grantor	Grantee	Effective Date	Entry	County	State	Legal Description/Well Name
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	1/1/1995	2448594	Weld	CO	HSR Lost Creek State 3-14 HSR Lost Creek State 6-14 HSR Lost Creek 14-11
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	11/22/1994	2422007	Weld	CO	HSR Lost Creek 12-14
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	9/16/1994	2414180	Weld	CO	HSR Lost Creek 12-14
Surface Use Agreement	Triple B Ranch, Inc.	HS Resources, Inc.	3/8/1994	Unrecorded	Weld	CO	Ralph A-1
Surface Use Agreement	Sheldon E. Henderson, Trustor	Dolton Land Services	4/4/2007	3488751	Weld	CO	Bosky PC 222-14
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	9/10/1987	2585883	Weld	CO	HSR Lost Creek 16-29
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	3/20/1998	2730889	Weld	CO	HSR Hoba State 2-32 HSR Lost Creek State 1-32
Pipeline Right-of-Way	Anne Krause Seyfried and the Northern Corporation	Snyder Operating Partnership, LP	10/4/1988	2161097	Weld	CO	Seyfried #2, Parmlee #3

Exhibit B
Wells

HPOC Well Number	API #	Well Name	QQ	Sec	Twp	Rng	Form.	Operator
19678	05-123-13602	Anne State #6	NWSE	7	3N	61W	D Sand	HighPoint Operating Corporation
19709	05-123-11061	BBR Abbott Farms 22-34	SENE	34	1N	64W	D Sand	HighPoint Operating Corporation
19636	05-123-08377	Bixby 42-2	SENE	2	1N	63W	D Sand	HighPoint Operating Corporation
19728	05-123-14570	Blanche #1	NWNW	20	2N	62W	J Sand	HighPoint Operating Corporation
19694	05-123-34871	Bosky PC Z22-14	SESW	22	1N	64W	Dakota	HighPoint Operating Corporation
19692	05-123-23111	Brnak 33-13	NWSE	13	1N	64W	J Sand	HighPoint Operating Corporation
19687	05-123-11245	Carla #1	SWSW	20	1N	63W	J Sand	HighPoint Operating Corporation
19684	05-123-10620	Carol Bell #1	SWSW	18	1N	63W	J Sand	HighPoint Operating Corporation
19680	05-123-09072	Champlin 367 Amoco #1	SESE	5	1N	63W	J Sand	HighPoint Operating Corporation
19708.1	05-123-10577	Champlin 501 B #1	NESE	33	1N	64W	D & J Sand	HighPoint Operating Corporation
19737	05-123-09495	Clem #1	CNW	31	2N	62W	J Sand	HighPoint Operating Corporation
19683	05-123-20683	Coan 17-33	NWSE	17	1N	63W	J Sand	HighPoint Operating Corporation
19710	05-123-18237	Coan 34-15L4	SWSE	34	1N	64W	J Sand	HighPoint Operating Corporation
19729	05-123-09246	Cooper #1	SENE	20	2N	62W	J Sand	HighPoint Operating Corporation
19740	05-13-08218	Cuykendall C #3	NWNE	24	2N	63W	J Sand	HighPoint Operating Corporation
19712	05-123-10420	Doris 12-34	SWNW	34	1N	64W	D Sand	HighPoint Operating Corporation
19713	05-123-10586	Dottie #1	NWNW	34	1N	64W	J Sand	HighPoint Operating Corporation
19696	05-123-21935	Gillyin #1	NWNE	24	1N	64W	JSND	HighPoint Operating Corporation
19676	05-123-13656	Gordon #1	NWSE	5	3N	61W	D & J Sand	HighPoint Operating Corporation
19739	05-123-10022	Gorges #1	NWSW	33	2N	62W	J Sand	HighPoint Operating Corporation
19724	05-123-18134	HSR Church 14-17	SESW	17	2N	62W	Dakota	HighPoint Operating Corporation
19614	05-123-18019	HSR-Anne State 9-7	NESE	7	3N	61W	D & J Sand	HighPoint Operating Corporation
19625	05-123-18355	HSR-Hobe State 2-32	NWNE	32	3N	62W	J Sand	HighPoint Operating Corporation
19621	05-123-18545	HSR-Lost Creek 12-14	NWSW	14	3N	62W	Dakota	HighPoint Operating Corporation
19624	05-123-19444	HSR-Lost Creek 16-29	SESE	29	3N	62W	D Sand	HighPoint Operating Corporation
19626	05-123-19589	HSR-Lost Creek State 1-32	NENE	32	3N	62W	D Sand	HighPoint Operating Corporation
19619	05-123-18833	HSR-Lost Creek State 14-11	SESW	11	3N	62W	Dakota	HighPoint Operating Corporation
19622	05-123-18703	HSR-Lost Creek State 3-14	NENW	14	3N	62W	D Sand	HighPoint Operating Corporation
19623	05-123-18704	HSR-Lost Creek State 6-14	SENE	14	3N	62W	D & J Sand	HighPoint Operating Corporation
19633	05-123-05015	Ivan #1	SENE	1	1N	63W	J Sand	HighPoint Operating Corporation
19730	05-123-09413	Jerry #1	SESE	20	2N	62W	J Sand	HighPoint Operating Corporation
19679	05-123-09650	Julian A. Pluss Unit #1	NWNW	4	1N	63W	JSND	HighPoint Operating Corporation
19721	05-123-08831	Klein #1	NWSE	9	2N	62W	J Sand	HighPoint Operating Corporation
19719	05-123-09646	Klein 21-8	NENW	8	2N	62W	J Sand	HighPoint Operating Corporation
19720	05-123-09517	Klein 24-8 (Lanyard Extension)	SESW	8	2N	62W	J Sand	HighPoint Operating Corporation
19639	05-123-21874	Krista 12-3	SWNW	3	1N	63W	JSND	HighPoint Operating Corporation
19688	05-123-11397	Lee #1	SESE	20	1N	63W	J Sand	HighPoint Operating Corporation
19697	05-123-11467	Linda #1	NESE	24	1N	64W	J Sand	HighPoint Operating Corporation
19630	05-123-12913	Lost Creek State #1	SENE	36	4N	62W	D & J Sand	HighPoint Operating Corporation
19631.1	05-123-14528	Lost Creek State #7	SWSW	36	4N	62W	D & J Sand	HighPoint Operating Corporation
19699	05-123-10409	Lucy 14-26	SWSW	26	1N	64W	D Sand	HighPoint Operating Corporation
19707	05-123-10760	Marjorie Steinbeck #1	SESE	32	1N	64W	DSND	HighPoint Operating Corporation
19732	05-123-09320	Mart #1	NWNW	27	2N	62W	J Sand	HighPoint Operating Corporation
19634	05-123-09732	Martin #1	N2SE	1	1N	63W	J Sand	HighPoint Operating Corporation
19635	05-123-09561	Nick #1	NWNE	1	1N	63W	J Sand	HighPoint Operating Corporation
19722	05-123-09231	O'Hara 2-9	NWNE	9	2N	62W	J Sand	HighPoint Operating Corporation
19715	05-123-10330	Opal 14-34 (1)	SWSW	34	1N	64W	D Sand	HighPoint Operating Corporation
19617	05-123-14916	Parmlee #3	SWNW	1	3N	62W	D Sand	HighPoint Operating Corporation
19735	05-123-09384	Paul #1	SENE	29	2N	62W	J Sand	HighPoint Operating Corporation
19725	05-123-09172	Preston 43-18	NESE	18	2N	62W	J Sand	HighPoint Operating Corporation
19727	05-123-08657	Preston O'Hara 32-19	SWNE	19	2N	62W	J Sand	HighPoint Operating Corporation
19698	05-123-15883	Ralph A-1	NWNE	25	1N	64W	J Sand	HighPoint Operating Corporation
19637	05-123-07050	Ray #1	NESW	2	1N	63W	J Sand	HighPoint Operating Corporation
19716	05-123-10728	Sandy Lynn #1	NENE	34	1N	64W	JSND	HighPoint Operating Corporation
19618	05-123-14927	Seyfried #2	NWSW	1	3N	62W	D & J Sand	HighPoint Operating Corporation
19731	05-123-05061	Shoe #1	SWSE	21	2N	62W	J Sand	HighPoint Operating Corporation
19733	05-123-18215	Sigg 28-11K2	NESW	28	2N	62W	J Sand	HighPoint Operating Corporation
19620	05-123-16623	State 2-12	SENE	12	3N	62W	D Sand	HighPoint Operating Corporation
19629.1	05-123-14140	State 26-2	SESE	26	4N	62W	D & J Sand	HighPoint Operating Corporation
19628	05-123-09531	State of CO AJ #1	SWNW	33	3N	62W	JSND	HighPoint Operating Corporation

Exhibit B
Wells

HPOC Well Number	API #	Well Name	QQ	Sec	Twp	Rng	Form.	Operator
19627	05-123-09327	State of Colorado AG #1	NESE	32	3N	62W	JSND	HighPoint Operating Corporation
19638	05-123-09643	Trupp #1	NWSE	2	1N	63W	J Sand	HighPoint Operating Corporation
19686	05-123-11809	UPRR-Lola #1	SESW	19	1N	63W	J Sand	HighPoint Operating Corporation
19677	05-123-09380	Vera #1	NWSW	5	3N	61W	J Sand	HighPoint Operating Corporation
19685	05-123-20114	Gardner 12-19	SWNW	19	1N	63W	J Sand	Great Western Operating Co., LLC
19682	05-123-20113	Prospect Valley 22-9	SENW	9	1N	63W	J Sand	Great Western Operating Co., LLC
19741	05-123-05046	Sargent Farms "A" #1-A	NWSE	25	2N	63W	J Sand	Pape Oilfield Service
19745	05-123-08263	Sargent Farms "B" #2-B	SENE	25	2N	63W	J Sand	Pape Oilfield Service
19689	05-123-11906	UPRR Brnak 33-31	NWSE	31	1N	64W	D Sand	Crimson Exploration Operating, Inc.