

**When recorded please return to:**

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Attn: \_\_\_\_\_

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*Space above for County Recorder's Use*

### **SPECIAL WARRANTY DEED**

This Special Warranty Deed ("***Deed***") effective as of June 1, 2021, at 7:00 a.m. Denver, Colorado, time ("***Effective Time***"), is from Whiting Oil and Gas Corporation, a Delaware corporation ("***Grantor***"), with an address of 1700 Lincoln Street, Suite 4700, Denver, Colorado 80203, to Fundare Redtail, LLC, a Delaware limited liability company ("***Grantee***"), with an address of P.O. Box 630406, Littleton, Colorado 80163. Grantor and Grantee are each a "***Party***," and collectively, are the "***Parties***."

Grantor, in exchange for the issuance to Grantor of limited liability company interests in Grantee and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, convey, warrant and confirm unto Grantee, its successors and assigns forever, all right, title and interest in and to the real property situate, lying and being in Weld County, Colorado, as described in **Exhibit "A"** attached hereto and made a part hereof (the "***Lands***"), together with all rights, hereditaments and appurtenances thereto, including buildings and other permanent improvements and fixtures located thereon or related thereto (such interests in and to the Lands, together with all rights, hereditaments and appurtenances thereunto belonging, the "***Property***").

TO HAVE AND TO HOLD the said premises above bargained and described, unto Grantee, its successors and assigns forever. This Deed is made subject to the following terms and conditions:

1. **Purchase and Sale Agreement.** This Deed is made in accordance with and is subject to the terms, covenants, and conditions contained in that certain Purchase and Sale Agreement dated July 21, 2021, by and between Grantor and Fundare Resources Operating Company, LLC ("***Buyer***"), a Delaware limited liability company (the "***Purchase and Sale Agreement***"). Capitalized terms not defined in this Deed shall have the meanings given to them in the Purchase and Sale Agreement. The Parties expressly agree and acknowledge that the Purchase and Sale Agreement and the terms and conditions set forth therein do hereby survive the execution and delivery of this Deed.

2. **Special Warranty of Title.** Subject to the terms of the Purchase and Sale Agreement and the Permitted Encumbrances, Grantor warrants and shall forever defend title to the Property unto Grantee and its successors and assigns against any Person whomsoever lawfully claiming, or

to claim the same, or any part thereof, by, through or under Grantor and its Affiliates, but not otherwise.

3. Disclaimers.

(a) **EXCEPT FOR GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 7 OF THE PURCHASE AND SALE AGREEMENT, AND GRANTOR'S SPECIAL WARRANTY OF TITLE IN THIS DEED, THE PROPERTY IS BEING CONVEYED BY GRANTOR TO GRANTEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTEE HEREBY EXPRESSLY WAIVES AND RELEASES (AND GRANTEE ACKNOWLEDGES IT HAS NOT RELIED UPON), ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND GRANTEE ACCEPTS THE PROPERTY, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." WITHOUT LIMITING GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 7 OF THE PURCHASE AND SALE AGREEMENT, OR GRANTOR'S SPECIAL WARRANTY OF TITLE IN THIS DEED, ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO GRANTEE AND GRANTEE'S REPRESENTATIVES BY OR ON BEHALF OF GRANTOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR GRANTEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY GRANTOR. GRANTEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.**

(b) **EXCEPT FOR GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES IN ARTICLE 7 OF THE PURCHASE AND SALE AGREEMENT, AND GRANTOR'S SPECIAL WARRANTY OF TITLE IN THIS DEED, GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (AND GRANTEE ACKNOWLEDGES IT HAS NOT RELIED UPON) (1) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY OF THE RECORDS OR OTHER INFORMATION FURNISHED WITH RESPECT TO THE PURCHASE AND SALE AGREEMENT; (2) THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTY BASED THEREON; (3) THE CONDITION OR STATE OF REPAIR OF ANY OF THE PROPERTY; (4) THE ABILITY OF THE PROPERTY TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (5) REGULATORY MATTERS; (6) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR**

**PROFITS, IF ANY, TO BE DERIVED FROM THE PROPERTY; (7) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (8) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (9) THE TAX ATTRIBUTES OF ANY ASSET. WITHOUT LIMITING GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 7 OF THE PURCHASE AND SALE AGREEMENT, OR GRANTOR'S SPECIAL WARRANTY OF TITLE IN THIS DEED, ANY DATA, INFORMATION OR OTHER RECORDS FURNISHED BY OR ON BEHALF OF GRANTOR ARE PROVIDED TO GRANTEE AND GRANTEE'S REPRESENTATIVES AS A CONVENIENCE AND GRANTEE'S RELIANCE ON OR USE OF THE SAME IS AT GRANTEE'S SOLE RISK.**

**(c) THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES GRANTEE AND GRANTOR ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE PROPERTY, IT BEING ACKNOWLEDGED, AGREED AND EXPRESSLY UNDERSTOOD THAT ALL RESERVE, PRICE AND VALUE ESTIMATES UPON WHICH GRANTEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL AND INDEPENDENT EVALUATION OF GRANTEE. GRANTEE ALSO STIPULATES, ACKNOWLEDGES AND AGREES THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE OIL AND/OR GAS VOLUMES, FUTURE FINDING COSTS AND FUTURE OIL AND/OR GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.**

**(d) EXCEPT FOR GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES IN ARTICLE 7 OF THE PURCHASE AND SALE AGREEMENT, GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO (AND GRANTEE ACKNOWLEDGES IT HAS NOT RELIED UPON) ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, AND NOTHING IN THIS DEED OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO BUYER'S LIMITED RIGHTS UNDER ARTICLE 6 OF THE PURCHASE AND SALE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE TAKING THE PROPERTY "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS GRANTEE DEEMS APPROPRIATE.**

(e) **EACH OF GRANTOR AND GRANTEE HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS DEED ARE “CONSPICUOUS” FOR THE PURPOSES OF SUCH APPLICABLE LAW.**

4. No Multiple Conveyances. Grantor and Grantee acknowledge and agree that (i) an Assignment, Bill of Sale and Conveyance is being executed by Grantor and Grantee contemporaneously herewith which may effect the conveyance of a portion of the Property, (ii) such Assignment, Bill of Sale and Conveyance will be recorded in Weld County, Colorado, and (iii) this Deed and such Assignment, Bill of Sale and Conveyance shall not constitute multiple conveyances of any portion of the Property.

5. Subrogation. To the extent permitted by Law, Grantee shall be subrogated to Grantor's rights in and to representations, warranties, and covenants given with respect to the Property. Grantor hereby grants and transfers to Grantee, 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 Grantor is entitled to enforce with respect to the Property.

6. Successors and Assigns. This Deed binds and inures to the benefit of Grantor and Grantee and their respective successors and assigns, and to the extent required under the terms of the applicable contracts or other instruments creating or in the chain of title of the Property, all obligations shall be a covenant running with the land. This Deed is intended to be recorded and filed of record.

7. Further Assurances. Each Party covenants and agrees to execute and deliver to the other Party all such additional reasonable instruments and other documents and will do all such other reasonable acts and things as may be necessary to more fully assure to Grantee or its successors or assigns, all of the respective properties, rights and interests herein and hereby granted or intended to be granted and which are necessary to facilitate the recognition of Grantee's ownership of the Property.

8. Counterparts. This Deed may be executed by Grantor and Grantee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

9. Exhibits. All exhibits attached to this Deed are made part hereof and incorporated herein by 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 Property is located.

10. Amendment and Waiver. This Deed may not be amended nor any rights under this Deed waived except by an instrument in writing signed by the Party to be charged with such amendment or waiver and delivered by such Party to the Party claiming the benefit of such amendment or waiver. No waiver of any provision of this Deed shall be deemed or shall constitute a waiver of any other provision of this Deed (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. Governing Law. THIS DEED AND ANY ARBITRATION OR DISPUTE RESOLUTION CONDUCTED PURSUANT HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF COLORADO, WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

*[Signature Pages Follow.]*

Grantor has executed this Deed as of the date of Grantor's acknowledgment, but this Deed shall be effective as of the Effective Time.

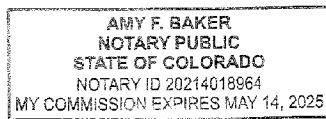
**GRANTOR:**

**WHITING OIL AND GAS CORPORATION**

By: *Kevin A. Kelly*  
Name: Kevin A. Kelly  
Title: Vice President, Business Development  
and ESG

STATE OF COLORADO    )  
CITY AND                ) SS  
COUNTY OF DENVER    )

This instrument was acknowledged before me on September 22, 2021, by Kevin A. Kelly, as Vice President, Business Development and ESG of Whiting Oil and Gas Corporation, a Delaware corporation, on behalf of the corporation.



*Amy F. Baker*  
Notary Public  
My Commission Expires: *May 14, 2025*

Grantee has executed this Deed as of the date of Grantee's acknowledgment, but this Deed shall be effective as of the Effective Time.

**GRANTEE:**

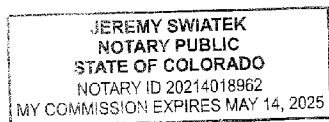
**FUNDARE REDTAIL, LLC**

**BY WHITING OIL AND GAS  
CORPORATION, ITS SOLE MEMBER**

By: Kevin A. Kelly  
Name: Kevin A. Kelly  
Title: Vice President, Business Development  
and ESG

STATE OF COLORADO    )  
CITY AND                ) SS  
COUNTY OF DENVER    )

This instrument was acknowledged before me on September 22, 2021, by Kevin A. Kelly, as Vice President, Business Development and ESG of Whiting Oil and Gas Corporation, a Delaware corporation, sole member of Fundare Redtail, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Jeremy Swiatek  
Notary Public  
My Commission Expires: May 14, 2025

**EXHIBIT "A"**

Attached to and made a part of the Special Warranty Deed  
dated effective June 1, 2021, at 7:00 a.m. Denver, Colorado, time  
between Whiting Oil and Gas Corporation and Fundare Redtail, LLC



**Exhibit A**

**LANDS**

**Attached to and made a part of the Special Warranty Deed dated effective June 1, 2021 between  
Whiting Oil and Gas Corporation and Fundare Redtail, LLC**

Lot A and Lot B, recorded Exemption No. 0285-21-4 1AMRECX20-13-0014, recorded April 28, 2021 at  
Reception No. 4709717, County of Weld, State of Colorado.

**Exhibit A**  
**OWNED REAL PROPERTY**  
**Attached to and made a part of the Special Warranty Deed dated effective June 1, 2021 between Whiting Oil and Gas Corporation and Fundare Medical, LLC**

Property Number	Property name	Prospect name	Lease No.	Record type	Lease Type	RIGHTS TYPE	Lessor	Lessee	Lease date	Exp date	Ref	Legal description	County name	State name
1C0076899	REDTAL GAS PLANT	REDTAL PROSPECT	C0076.885-000	SUR	DEED	COSUR	NELSON RANCHES, INC.	WHITING OIL AND GAS CORPORATION	1/30/2014		3993694	6th Meridian T10N R58W Sec 21: NE/4 LOT A, RECK 13-0014	Weid	Colorado
1C0076899	REDTAL GAS PLANT	REDTAL PROSPECT	C0076.417-000	SUR	DEED	COSUR	NELSON RANCHES, INC.	WHITING OIL AND GAS CORPORATION	3/4/2014		4000987	6th Meridian T10N R58W Sec 21: NE/4, CONTAINING 76.41 ACRES	Weid	Colorado
1C0076829	REDTAL GAS GATHERING	REDTAL PROSPECT	C0076.457-000	SUR	DEED	COSUR	NELSON RANCHES, INC.	WHITING OIL AND GAS CORPORATION	9/25/2014			6th Meridian T10N R58W Sec 21: THE NORTHERLY 500.00 FEET, EXCEPT THE EASTERLY 30.00 FEET THEREOF OF THE SE/4 OF SECTION 21, T10N-R58W OF THE 6TH PM, COUNTY OF WELD, STATE OF COLORADO, BEING ADDITIONALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, WHENCE THE NORTHEAST CORNER OF SAID SECTION 21 BEARS N 01 DEGREES 37' 38" W A DISTANCE OF 2645.84 FEET THENCE S 88 DEGREES 19' 44" W ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, THENCE S 01 DEGREES 37' 38" E ALONG A LINE BEING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 500.00 FEET THENCE S 88 DEGREES 19' 44" W ALONG A LINE BEING 500.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 2613.35 FEET, THENCE N 01 DEGREES 38' 24" W ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 500.00 FEET, THENCE N88 DEGREES 19' 44" E ALONG SAID NORTHERLY LINE OF SECTION 21 A DISTANCE OF 2614.21 FEET TO THE POINT OF BEGINNING.	Weid	Colorado