

## **TEP Assignment, Conveyance and Bill of Sale**

Assignment") is made between **TEP Rocky Mountain**  
se address is 4828 Loop Central Dr

L.L.C. a Delaware limited liability company, who

KNOW ALL MEN BY THESE PRESENTS:

This Assignment, Conveyance and Bill of Sale is made between **TEP Rocky Mountain**, a Colorado limited liability company, whose address is 4828 Loop Central Drive, Suite 900, Houston, Texas 77081 ("**ASSIGNOR**") and **Puckett Land Company**, a Colorado corporation, whose address is 5460 S. Quebec Street, Suite 250, Greenwood Village, CO 80111 ("**ASSIGNEE**").

For the consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby BARGAIN, TRANSFER, SET OVER, GRANT, ASSIGN, CONVEY and DELIVER unto ASSIGNEE, all of ASSIGNOR's right, title and interest, in, to under and derived from the following (hereafter referred to collectively as the "**Subject Property**"):

Leasehold. The oil and gas lease specifically described on Exhibit "A" (the "**Lease**"), together with any royalty interests, overriding royalty interests, production payments, net profits interests, reversionary interests and similar interests in and to the lands covered by the Lease (the "**Lands**");

Well. The oil and gas well located on the Lands and described on Exhibit "B" ("**Well**");

Rights in Production. The oil, gas, casinghead gas, condensate and other gaseous and liquid hydrocarbons or any combination thereof, and all other lease substances under the Lease ("**Hydrocarbons**") that may be produced under and pursuant to the Well;

Contract Rights. The unit agreements, orders and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, joint operating agreements, subleases, and any other agreements of record burdening the Subject Property;

Permits. All ASSIGNOR's right, title and interest in permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals to the extent the same are used or in connection with the Lands; and

Equipment. All equipment, machinery, fixtures and other tangible personal property and improvements used or obtained in connection with the Well.

EXCEPTING AND RESERVING to ASSIGNOR, however, all of ASSIGNOR's right, title and interest in and to the wells listed on Exhibit "C" (the "**Excluded Wells**"), all of ASSIGNOR's right, title and interest in and to the Easement and Right-of-Way Agreement listed on Exhibit "C" (the "**Excluded Easement**"), and all of ASSIGNOR's right, title and interest in and to (a) the Lease, insofar and only insofar as the interests in such Lease covers the right to produce petroleum, hydrocarbons and associated gases from the Excluded Wells and to plug and abandon the Excluded Wells, and (b) all of ASSIGNOR's interest in and to the tangible personal property and equipment used exclusively to operate the Excluded Wells and Excluded Easement (collectively, the "**Excluded Assets**").

TO HAVE AND TO HOLD the above-described Subject Property, together with all and singular the rights and privileges pertaining thereto, unto ASSIGNEE and its successors and assigns forever, subject to all existing and reserved burdens, restrictions, reservations and obligations.

This Assignment is made subject to the terms and conditions of that certain Exchange Agreement, dated effective June 1, 2017, between ASSIGNOR and ASSIGNEE (the "*Exchange Agreement*"), which terms and conditions are incorporated here by reference. If there is any conflict between the terms of this Assignment and the terms of the Exchange Agreement, the Exchange Agreement shall control in all respects and shall not merge into the terms of this Assignment.

The Subject Property may also be conveyed on the appropriate federal or state agency forms. All such additional conveyances shall be considered counterparts hereof and not additions hereto. All of the terms, conditions and covenants of this Assignment shall be deemed incorporated into such conveyances.

This Assignment may be executed in counterparts and each such counterpart hereof shall be deemed to be an original, and when taken together shall constitute one and the same instrument.

**ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.**

**EXCEPT AS EXPRESSLY SET FORTH IN THE EXCHANGE AGREEMENT AND THE PRECEDING PARAGRAPH HEREOF, THE ASSIGNEE HEREBY EXPRESSLY DISCLAIMS, WAIVES AND RELEASES ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND ASSIGNEE ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." ALL DESCRIPTIONS OF THE WELL, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW.**


This Assignment is executed this 3<sup>rd</sup> day of October 2017 but the Effective Time shall be 7:00 am local time on June 1, 2017.

"ASSIGNOR"

"ASSIGNEE"

TEP ROCKY MOUNTAIN LLC

PUCKETT LAND COMPANY

By:   
Title: Vice President of Lomel

By:   
Title: PRESIDENT

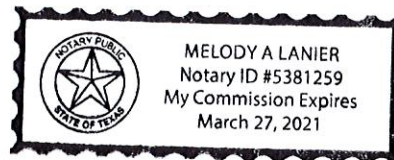
STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October 2017 by Tiffany C. Pollock as Vice President of Land for TEP Rocky Mountain LLC, a Delaware limited liability company.

Witness my hand and official seal.

Melody A. Lanier  
Notary Public

My Commission Expires: 3/27/21



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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2017 by ERIC R. STEARNS, as PRESIDENT for Puckett Land Company, a Colorado corporation.

Witness my hand and official seal.

Raymond S. Anderson  
Notary Public

My Commission Expires: 8/18/2021

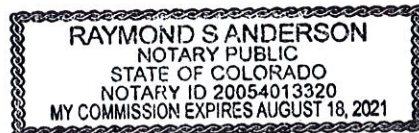




Exhibit A

Attached hereto and made a part hereof that certain TEP Assignment, Conveyance and Bill of Sale  
by and between TEP Rocky Mountain LLC and Puckett Land Company

**TEP Lease**

TEP Lease Number: 354  
Lessor: Atlantic Richfield Company  
Lessee: Barrett Energy Company  
Effective Date: June 2, 1983  
Expiration Date: Held by production  
WI/NRI: 100%/80% - Surface to base of Cameo Formation  
63.728354%/50.982683% - Base of Cameo Formation to basement  
Recorded: Book 633 Page 40  
  
Lands: Insofar and only insofar as the Lease covers the following described lands:  
  
Township 6 South, Range 97 West, 6<sup>th</sup> P.M.  
Section 23: NW/4  
  
Township 7 South, Range 97 West, 6<sup>th</sup> P.M.  
Section 11: NE/4  
  
Garfield County, Colorado

Exhibit B

Attached hereto and made a part hereof that certain TEP Assignment, Conveyance and Bill of Sale  
by and between TEP Rocky Mountain LLC and Puckett Land Company

**TEP Well**

Well Name:	API Number:	Well Bottom Hole Location:
Cathedral Creek MV 2-11	05-045-06479	NWNE-Sec. 11-T7S-R97W

Exhibit C

Attached hereto and made a part hereof that certain TEP Assignment, Conveyance and Bill of Sale  
by and between TEP Rocky Mountain LLC and Puckett Land Company

**Excluded Assets**

Excluded Well Name:	API Number:	Well Bottom Hole Location:
Puckett WGV 21-23-697	05-045-14154	NENW-Sec. 23-T6S-R97W
Puckett WGV 22-23-697	05-045-14155	SENW-Sec. 23-T6S-R97W

Excluded Easement:

Agreement: Easement and Right-of-Way Agreement  
Grantor: Puckett Land Company  
Grantee: Bargath Inc.  
Effective Date: September 1, 2005

Lands: Township 6 South, Range 97 West, 6<sup>th</sup> P.M.  
Section 23: W/2. SE/4, NW/4NW/4  
Section 25: SW/4SW/4  
Section 26: E/2E/2, NW/4NE/4  
Section 36: W/2W/2

Township 7 South, Range 97 West, 6<sup>th</sup> P.M.  
Section 1: Lots 5-8 (N/2S/2), SW/4NW/4  
Section 2: E/2NE/4

Township 7 South, Range 96 West, 6<sup>th</sup> P.M.  
Section 6: Lots 6, 7 (N/2NW/4), S/2NW/4  
Section 7: S/2, NE/4  
Section 8: SW/4

Township 6 South, Range 96 West, 6<sup>th</sup> P.M.  
Section 31: SE/4NE/4, N/2SE/4, SW/4SF/4, S/2SW/4  
Section 32: Lot 3 (SW/4NW/4)