

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Caerus Piceance LLC
1001 17th Street, Suite 1600
Denver, Colorado 80202

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this “**Assignment**”) is made effective as of the Effective Time (as defined below), by and between Noble Energy, Inc., a Delaware corporation (“**Assignor**”), having an address of 1001 Noble Energy Way, Houston, Texas 77070, and Caerus Piceance LLC, a Colorado limited liability company (“**Assignee**”), having an address of 1001 17th Street, Suite 1600, Denver, Colorado 80202. Assignee and Assignor are sometimes collectively referred to herein as the “**Parties**” and individually referred to herein as a “**Party**.” This Assignment shall be effective as of 12:01 a.m. (Mountain Time) on November 1, 2016 (the “**Effective Time**”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of May 22, 2017 (as may be amended from time to time, the “**Purchase Agreement**”, with all capitalized terms used but not defined in this Assignment having the meanings given to such terms in the Purchase Agreement) pursuant to which Assignor has agreed to assign, sell and convey to Assignee the Assets (as defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to execute and deliver this Assignment.

NOW, THEREFORE, for and in consideration of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey and assign to Assignee all of Assignor’s right, title and interest in and to the following assets and properties (such right, title and interest of Assignor, the “**Assets**”):

(a) the Hydrocarbon leases listed on Exhibit A-1, and the lands covered thereby and all corresponding interest in and to all of the property and rights incident thereto, and the production of Hydrocarbons in, on, or under any of the foregoing (collectively, the “**Leases**”);

(b) all existing and effective unitization, pooling, and communitization agreements, declarations, and orders covering any of the lands covered by the Leases (such lands, together with all other lands pooled or unitized under such agreements, declarations, and orders, are referred to as the “**Lands**”);

(c) all Hydrocarbon wells, water wells, disposal wells, injection wells, abandoned wells and any other wells and any associated lateral pipelines located on the Lands, including the oil and gas wells and any associated lateral pipelines listed on Exhibit A-2, whether producing or non-producing (the “**Wells**,” and together with the Leases, the Overrides and the Lands, the “**Properties**”);

(d) all Hydrocarbons in, on, or under, or that may be produced from, the Lands on or after the Effective Time, all Hydrocarbon inventories from or attributable to the Lands in storage on the Effective Time, and all Hydrocarbons (and claims with respect thereto against any Person) attributable to make-up rights and obligations with respect to imbalances attributable to the Lands;

(e) all Easements on or over the Lands or that are used or useful as of the Effective Time in connection with the ownership or operation of the Properties, including those Easements listed on Exhibit A-3;

(f) all owned and leasehold interests in the Equipment and Operating Inventory located on the Lands or the Real Estate as of the Effective Time, or that are used as of the Effective Time in connection with the ownership or operation of the Properties;

(g) all transferable Permits that have been granted or issued as of the Closing Date in connection with the ownership or operation of the Properties;

(h) to the extent transferable, all Hydrocarbon sales, purchase, gathering, and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout and farmin agreements, area of mutual interest agreements, contribution agreements, and other contracts and agreements in connection with the ownership or operation of the Assets to which Assignor is a party or which will be binding on the Assets after the Closing Date (the “**Contracts**”), including the contracts and agreements listed on Exhibit A-4 to the Purchase Agreement; provided, however, that the Contracts shall not include any proprietary or unrecorded contracts or agreements by which Assignor acquired its interest in the Leases or Lands, in each case to the extent, and only to the extent, such Contracts do not relate to or burden the Leases or Lands;

(i) the interests in surface real property and leasehold estates in surface real property used in connection with the ownership or operation of the Assets (the “**Real Estate**”);

(j) to the extent transferable without (i) payment of a transfer, licensing or similar fee, penalty or other consideration under third party agreements not advanced or reimbursed by Assignee or (ii) obtaining any consent that is not obtained by Assignor, a non-exclusive, non-transferable license to receive copies of all Technical Data to the extent relating to the Properties (the “**Data**”); provided, however, that Assignee shall have the option (exercisable upon reasonable notice to Assignor) to elect to pay any transfer or other fees, costs, and expenses associated with the assignment or transfer to Assignee of any such Data;

(k) except to the extent relating to the Excluded Assets, and, subject to Section 9.9(a) of the Purchase Agreement, except for claims, payments, and proceeds under insurance policies, all rights to payment arising out of or attributable to the Properties accruing or attributable to any

period after the Effective Time, and all rights, claims, refunds, causes of action, or choses in action relating to the foregoing;

(l) all overriding royalties burdening or attributable to the other Properties (the “**Overrides**”);

(m) to the extent transferable and not related to or arising out of, or covering any of the Excluded Assets or relating to matters for which Assignor has agreed to indemnify, defend or hold harmless the Buyer Indemnified Parties under the Purchase Agreement, all warranties, and rights to indemnification and defenses with respect to the Assets described in Section 1(a) through (l); and

(n) to the extent transferable, all Records to the extent relating to the Assets described in Section 1(a) through (m) or the ownership or operation of the Properties maintained by or in the possession of Assignor or any of its Affiliates (the “**Acquired Records**”).

EXCEPTING AND RESERVING to Assignor, however, the Excluded Assets (as defined below).

2. Excluded Assets. Notwithstanding anything to the contrary set forth herein, Assignor reserves and retains all, and Assignee shall have no interest or rights in, to or under, any asset or property which is not specifically described in Section 1 above, including the following assets and properties of Assignor (such properties and assets, the “**Excluded Assets**”):

(a) except to the extent an upward adjustment has been made to the Purchase Price, all accounts receivable or rights to payment, refund, or indemnity accruing or attributable to any period before the Effective Time, including the right to any payments with respect to any Royalties, the full benefit of all Encumbrances, security for such accounts or rights to payment accruing or attributable to any period before the Effective Time or that include or relate to any of the Retained Liabilities, and all rights, claims, refunds, causes of action, or choses in action relating to the foregoing, except in each case with respect to Assets Taxes, which shall be governed as provided in Section 10.1 of the Purchase Agreement;

(b) except to the extent an upward adjustment has been made to the Purchase Price, all production of Hydrocarbons from or attributable to the Properties with respect to any period before the Effective Time (other than Hydrocarbons in storage on the Effective Time and make-up Hydrocarbons with respect to imbalances described in Section 1(d)), and any proceeds attributable to any such pre-Effective Time production, and all rights, claims, refunds, causes of action, or choses in action relating to such production or proceeds;

(c) subject to Section 9.9(a) of the Purchase Agreement, all insurance policies, and any claims, payments, and proceeds under any such insurance policies;

(d) all Hedging Instruments and any rights or obligations under any such Hedging Instruments;

(e) all deposits, surety bonds, rights under any letters of credit, and collateral pledged to secure any Liability or obligation of Assignor in respect of the Assets;

- (f) all rights or interest of Assignor in any Intellectual Property;
- (g) all information entitled to legal privilege, including attorney work product and attorney-client communications (excluding title opinions), and information relating to the Excluded Assets;
- (h) Assignor's or its Affiliates' studies related to reserve assessments and economic estimates and analyses;
- (i) records relating to the auction, marketing, acquisition or disposition agreements (or proposed acquisition or disposition) of the Assets, including the existence, identity and inquiries and proposals received from or made to, and records of negotiation with, any Person, and any economic analyses associated therewith, but excluding rights under confidentiality, non-disclosure and similar agreements related to the foregoing (which shall be Assets to the extent transferable);
- (j) all proceeds from the settlement or disposition of any claims, Proceedings, or disputes against Persons that are not a Buyer Indemnified Party to the extent such proceeds relate to the other Excluded Assets;
- (k) to the extent relating to the other Excluded Assets or relating to matters for which Assignor has agreed to indemnify the Buyer Indemnified Parties under the Purchase Agreement or relating to any of the Retained Liabilities, all warranties and rights to indemnification;
- (l) audit rights under operating agreements or other contracts or agreements with respect to periods before the Effective Time or in connection with any other Excluded Assets, Retained Liabilities or matters for which Assignor has agreed to indemnify the Buyer Indemnified Parties under the Purchase Agreement (and Assignee will cooperate with Assignor to facilitate Assignor's exercise of such rights);
- (m) all fee mineral interests, and all royalties, net profit interests, production payments and other non-cost bearing revenue interests burdening or attributable to the Properties (but excluding in all cases the Overrides);
- (n) all rights, claims, refunds, causes of action, or choses in action of Assignor (i) under the Transaction Documents, or (ii) arising out of or relating to any of the other Excluded Assets, the Retained Liabilities or any other matters for which Assignor is obligated under the Purchase Agreement to indemnify any Person;
- (o) corporate, financial, Tax (other than Asset Tax) and legal data and records of Assignor that relate primarily to Assignor's business generally (whether or not relating to the Assets), or to businesses of Assignor and any Affiliate of Assignor other than the exploration and production of Hydrocarbons;
- (p) data, software and Records to the extent disclosure or transfer is prohibited or subjected to payment of a fee, penalty or other consideration by any license agreement or other agreement with a Person other than Affiliates of Assignor, or by applicable Law, and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay such fee, penalty or other consideration, as applicable;

(q) ownership of all Technical Data and any and all interpretive data and analysis of any of the foregoing;

(r) any Tax refund (whether by payment, credit, offset or otherwise, and together with any interest thereon) in respect of any Taxes for which Assignor is liable for payment or required to indemnify Assignee under the Purchase Agreement;

(s) any claims of Assignor for any refunds of or loss carry forwards with respect to (i) severance Tax abatements with respect to all taxable periods or portions thereof ending on or prior to the Effective Time, (ii) Income Taxes or (iii) any Taxes attributable to any Excluded Assets; and

(t) all personal property of Assignor or any Affiliates of Assignor that is not included within the definition of "Assets", including all vehicles, personal computers and associated peripherals, licensed software, all radio (excluding SCADA equipment), cell phones and telephone equipment.

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

3. Special Warranty of Title. Assignor warrants and defends title to the Assets unto Assignee against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor or any of its Affiliates, but not otherwise, subject, however, to the Permitted Encumbrances.

4. Disclaimer of Representations.

(a) **EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE IV OF THE PURCHASE AGREEMENT AND THE CERTIFICATES DELIVERED BY ASSIGNOR AT THE CLOSING, AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THIS ASSIGNMENT, ASSIGNOR MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING AS TO (i) TITLE TO THE ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OF ASSIGNOR, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF THE ASSETS, (v) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (vii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT AND THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING HERETO AND THERETO AND (viii) COMPLIANCE WITH ANY LAW RESPECTING THE ENVIRONMENT OR**

OTHERWISE, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT, EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE IV OF THE PURCHASE AGREEMENT AND THE CERTIFICATES DELIVERED BY ASSIGNOR AT THE CLOSING AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THIS ASSIGNMENT, THE ASSETS ARE BEING TRANSFERRED TO ASSIGNEE "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS.

(b) EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE IV OF THE PURCHASE AGREEMENT AND THE CERTIFICATES DELIVERED BY ASSIGNOR AT THE CLOSING, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO 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 ASSETS, AND NOTHING IN THIS ASSIGNMENT OR THE PURCHASE AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

5. Further Assurances. At the request of Assignor but without further consideration, Assignee will execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignor reasonably may request to more effectively put Assignor in possession of any asset or property which was not intended by the Parties to be conveyed to Assignee, including the Excluded Assets. At the request of Assignee but without further consideration, Assignor shall execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignee reasonably may request to more effectively put Assignee in possession of the Assets. If any of the Assets or Excluded Assets is incorrectly described, the description shall be corrected upon proof of the proper description.

6. Purchase Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase Agreement, which shall survive the execution and delivery of this Assignment in accordance with its terms. This Assignment is not intended to, and does not, in any manner enlarge, diminish or modify the rights, obligations, representations, warranties and/or covenants of the Parties, or any conditions, limitations or restrictions, under the Purchase Agreement. If there is a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

7. Severability. The invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment shall be construed as if the invalid provision had not been included herein.

8. Governing Law. This Assignment shall be governed by and construed under the Laws of the State of Colorado, excluding any choice of law rules which may direct the application of the Laws of another jurisdiction.

9. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors, assigns and legal representatives.

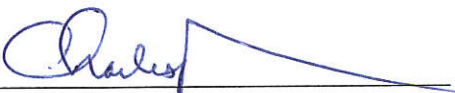
10. Counterparts. This Assignment may be executed by Assignor and Assignee in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. Complete copies of this Assignment containing the entire Exhibits and Schedules have been retained by Assignor and Assignee.

Signature and Acknowledgement Pages Follow

IN WITNESS WHEREOF, each Party has executed this Assignment as of the date set forth in its acknowledgment below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

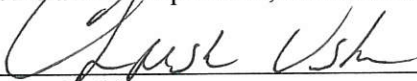
NOBLE ENERGY, INC.

By: 
Name: Charles J. Rimer
Title: Senior Vice President US Onshore

STATE OF COLORADO
CITY AND COUNTY OF DENVER

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This instrument was acknowledged before me this 14th day of December, 2017, by Charles J. Rimer, Senior Vice President US Onshore of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.


Notary Public
Printed Name: Christine Usher
My Commission Expires: 2-14-2018

CHRISTINE USHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064009997
MY COMMISSION EXPIRES 03/14/2018

ASSIGNEE:

CAERUS PICEANCE LLC

By: *Matthew A. Wurtzbacher* *AB*
Name: Matthew A. Wurtzbacher, P.E.
Title: President

STATE OF COLORADO

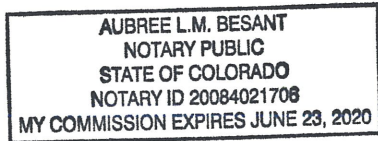
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CITY AND COUNTY OF DENVER

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This instrument was acknowledged before me this 15th day of December, 2017, by Matthew A. Wurtzbacher, President of Caerus Piceance LLC, a Colorado limited liability company, on behalf of said company.



Aubree L.M. Besant

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A-1 Leases

Attached to and made a part of that certain Assignment and Bill of Sale between Noble Energy, Inc., as Seller, and Caerus Piceance LLC, as Buyer dated effective November 1, 2016

QLS ID	Tract No.	Lessor	Lessee	Lease Date	Expiration Date	Legal Description	County	State	Recording Reference	Book	Page
Q009805000	1	Chevron U.S.A. Inc.	Presco, Inc.	1/20/2004	1/20/2008	Township 7 South, Range 95 West, 6th P.M.	Garfield	Colorado	647758	1566	773
						Section 33: All	Mesa	Colorado	Not Recorded		
						Section 34: S2SE, NWSE, NE, NESE, W2					
						All Depths					
						Township 8 South, Range 95 West, 6th P.M.					
						Section 3: Lot 10 (SESE), Lot 6(SWSE), Lot 7(SESW), Lot 8(SWSW)					
						Section 4: Lot 10, Lot 6(SWSE), Lot 7(SESW), Lot 8(SWSW), Lot 9(SESE)					
						Section 5: Lot 9(SESE)					
						Section 8: E2E2E2, SWSESE, SESESE					
						Section 9: All					
						Section 10: W2, W2E2, W2E2E2					
						Section 14: NWSWNW, SWNWNW					
						Section 15: N2NW, N2SWNW, N2SENE, N2SWNE, N2SENE, NWNE, W2NENE, SESENE					
						Section 16: N2N2, Lot 10(SESE), Lot 2(SENW), Lot 3(SWNE), Lot 7(SWNW), Lot 8(SWNW), Lot 9(SESE)					
						Section 17: NENE, E2NWNE, NESWNE, Lot 8(SESE)					
						All Depths					
						Township 8 South, Range 95 West, 6th P.M.					
						Section 14: SWSWNW, W2NWSW, N2SWSW, NWSESW, SWNESW, SENWSW					
						Section 15: N2S2, S2S2WNW, S2SENE, S2SWNE, S2SENE, N2S2S2					
						Section 16: Lot 10(SESE), Lot 11(SESE), Lot 12(NESE), Lot 13(NESE), Lot 14(NESESE), Lot 2(SENW), Lot 3(SWNE), Lot 7(SWNW), Lot 8(SWNW), Lot 9(SESE)					
						Section 17: NESWNE, Lot 8					

Exhibit A-2 Wells

Attached to and made a part of that certain Assignment and Bill of Sale between Noble Energy, Inc., as Seller and Caerus Piceance LLC, As Buyer dated effective November 1, 2016

STATE	COUNTY	API	WELL NAME	SECTION	TOWNSHIP	RANGE
CO	GARFIELD	05045154340000	BATTLEMENT MESA 34-11A	34	07S	95W
CO	GARFIELD	05045154370000	BATTLEMENT MESA 34-11C	34	07S	95W
CO	GARFIELD	05045154380000	BATTLEMENT MESA 34-11D	34	07S	95W
CO	GARFIELD	05045154390000	BATTLEMENT MESA 34-12A	34	07S	95W
CO	GARFIELD	05045154360000	BATTLEMENT MESA 34-12B	34	07S	95W
CO	GARFIELD	05045152240000	BATTLEMENT MESA 34-21A	34	07S	95W
CO	GARFIELD	05045152250000	BATTLEMENT MESA 34-21C	34	07S	95W
CO	GARFIELD	05045171620000	BATTLEMENT MESA 34-22B	34	07S	95W
CO	GARFIELD	05045171630000	BATTLEMENT MESA 34-22C	34	07S	95W
CO	GARFIELD	05045171640000	BATTLEMENT MESA 34-22D	34	07S	95W
CO	GARFIELD	05045171610000	BATTLEMENT MESA 34-23A	34	07S	95W
CO	GARFIELD	05045106640000	BATTLEMENT MESA 34-24	34	07S	95W
CO	GARFIELD	05045171570000	BATTLEMENT MESA 34-31A	34	07S	95W
CO	GARFIELD	05045171580000	BATTLEMENT MESA 34-31B	34	07S	95W
CO	GARFIELD	05045171590000	BATTLEMENT MESA 34-31C	34	07S	95W
CO	GARFIELD	05045171560000	BATTLEMENT MESA 34-32D	34	07S	95W
CO	GARFIELD	05045171520000	BATTLEMENT MESA 34-33A	34	07S	95W
CO	GARFIELD	05045198580000	BATTLEMENT MESA 34-43A	34	07S	95W
CO	GARFIELD	05045198540000	BATTLEMENT MESA 34-43B	34	07S	95W
CO	GARFIELD	05045198560000	BATTLEMENT MESA 34-43C	34	07S	95W
CO	GARFIELD	05045112130000	CHEVRON 34-04	34	07S	95W

Exhibit A-3 Easements
Attached to and made a part of that certain Assignment and Bill of Sale between Noble Energy, Inc., as Seller and Caerus Piceance LLC, as Buyer dated effective November 1, 2016

Qls-M	State	County Name	Type	Agreement Date	Effective Date	First Party	Second Party	Recording Data	Book	Page	Legal Description
Q028148000	CO	GARFIELD	Surface Use Agreement	9/1/2008	9/1/2008	CHEVRON SHALE OIL COMPANY	NOBLE ENERGY INC.	766585	-	-	USA/Colorado/Garfield 06 T0075 - R095W- SEC 034 NW4 NW4 From top SURF to bottom SURF Metes & Bound: SEE EXHIBIT B1-7 FOR COMPLETE MEETS AND BOUNDS DESCRIPTION
Q028159000	CO	GARFIELD	Surface Use Agreement	9/1/2008	9/1/2008	CHEVRON SHALE OIL COMPANY	NOBLE ENERGY INC.	766586	-	-	USA/Colorado/Garfield 06 T0075 - R095W- SEC 034 SE4 NW4 From top SURF to bottom SURF Metes & Bound: SEE EXHIBIT B1-15 FOR COMPLETE MEETS AND BOUNDS DESCRIPTION
Q009832000	CO	GARFIELD	Road Row	8/26/2003	8/26/2003	CHEVRON USA INC.	PRESCO, INC.	-	1571	178	USA/Colorado/Garfield 6 T0075 - R095W- SEC 034 All Depths Metes & Bounds: AN EXISTING ROAD SITUATED IN THE NW/4 OF SECTION, THE CENTERLINE OF SAID ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1912 GLO BRASS CAP IN PLACE FOR THE NORTHWEST CORNER OF SAID SECTION, THENCE S 88°00'01" E ALONG THE NORTH LINE OF THE NW/4 OF SAID SECTION A DISTANCE OF 1402.35 TO A POINT ON THE CENTERLINE OF SAID EXISTING ROAD AND POINT OF BEGINNING, THENCE ALONG THE CENTERLINE OF SAID EXISTING ROAD THE FOLLOWING 8 COURSES: THENCE S 61°41'40" E A DISTANCE OF 228.87 FEET; THENCE 207.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 23°49'00" AND A LONG CHORD WHICH BEARS S 73°36'10" E A DISTANCE OF 206.35 FEET; THENCE S 85°30'40" E A DISTANCE OF 98.73 FEET; THENCE 109.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 14°51'15" AND A LONG CHORD WHICH BEARS S 78°05'02" E A DISTANCE OF 103.41 FEET; THENCE S 70°39'25" E A DISTANCE OF 113.22 FEET; THENCE N 87°08'04" E A DISTANCE OF 84.27 FEET; THENCE N 74°29'54" E A DISTANCE OF 165.44 FEET; THENCE S 27° ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 30°23'24" AND A LONG CHORD WHICH BEARS N 59°14'12" E A DISTANCE OF 52.65 FEET; THENCE N 49°58'30" E A DISTANCE OF 165.71 FEET TO A POINT ON THE NORTH LINE OF THE NE/4NW/4 OF SAID SECTION AND POINT OF TERMINATION, WHENCE A FOUND 1912 GLO BRASS CAP IN PLACE FOR THE N/4 CORNER BEARS S 88°00'01" E A DISTANCE OF 134.20 FEET.
Q009833000	CO	GARFIELD	Pipeline Row	11/20/2003	11/20/2003	CHEVRON USA, INC.	PRESCO, INC.	-	1566	786	USA/Colorado/Garfield 6 NW4 T0075 - R095W- SEC 034 All Depths Metes & Bounds: AQ CENTERLINE OF A PROPOSED ACCESS ROAD SITUATE IN THE NW/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 95 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1912 GLO BRASS CAP IN PLACE FOR THE NORTHWEST CORNER OF SAID SECTION 34, THENCE S. 88°00'01" E ALONG THE NORTH LINE OF THE NW/4 OF SAID SECTION 34 A DISTANCE OF 1185.29 TO THE POINT OF BEGINNING OF THE CENTERLINE DESCRIBED HEREIN; THENCE ALONG SAID CENTERLINE THE FOLLOWING 17 COURSES: THENCE S11.11 ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 19°11'17" AND A LONG CHORD BEARING S 54°29'39" E A DISTANCE OF 50.86 FEET; THENCE S 64°15'18" E A DISTANCE OF 286.55 FEET; THENCE 38.71 ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AND A DELTA ANGLE OF 14°40'09"; THENCE S 70°12'27" E A DISTANCE OF 76.76; THENCE 34.64 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A DELTA ANGLE OF 13°13'47"; THENCE N 87°43'46" E A DISTANCE OF 118.47; THENCE 17.26 ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A DELTA ANGLE OF 6°35'36"; THENCE S 85°40'38" E A DISTANCE OF 61.86; THENCE 14.24 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A DELTA ANGLE OF 5°26'16"; THENCE N 88°53'05" E A DISTANCE OF 150.82 FEET; THENCE 11.61 ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A DELTA ANGLE OF 4°25'59"; THENCE S 86°40'55" E A DISTANCE OF 120.33 FEET; THENCE 85.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A DELTA ANGLE OF 32°44'28"; THENCE N 60°34'36" E A DISTANCE OF 49.99 FEET; THENCE 31.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A DELTA ANGLE OF 12°08'47"; THENCE N 72°49'23" E A DISTANCE OF 268.16 FEET; THENCE 14.98 ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 4°13'26" AND A LONG CHORD BEARING N 71°29'53" E A DISTANCE OF 14.97 FEET TO A POINT INTERSECTING THE NORTH LINE OF THE NW/4 OF SAID SECTION 34 AND POINT OF TERMINATION, WHENCE A FOUND 1912 GLO BRASS CAP IN PLACE FOR THE N/4 CORNER OF SAID SECTION 34 BEARS S 88°00'01" E A DISTANCE OF 95.56 FEET.

Exhibit A-4 Contracts

Attached to and made a part of that certain Assignment and Bill of Sale between Noble Energy, Inc., as Seller, and Caerus Piceance LLC, as Buyer dated March , 2017

QJs Id	State Name	County Name	Agreement Type	Agreement Date	Expiration Date	Effective Date	First Party	Second Party	Ld
Q009818000	COLORADO	GARFIELD	Letter Agreement	10/6/2003	6/6/2020	10/6/2003	TBI ACREAGE TRADE/BATTLEMENT CREEK	PRESCO, INC.	USA/Colorado/Garfield 6 T0075 - R095W: SEC 025 SE4 NW4 All Depths SEC 033 ALL All Depths SEC 034 W2 All Depths SEC 036 N2 NW4, S2 S2 All Depths
Q009634000	COLORADO	GARFIELD	Joint Operating Agmt-Onshore	1/20/2004	1/20/2099	1/20/2004	TOM BROWN, INC (33-75-95W)	TOM BROWN INC	USA/Colorado/Garfield 6 T0075 - R095W: SEC 033 ALL From 9,500 to 9,500 ft
Q009636000	COLORADO	GARFIELD	Joint Operating Agmt-Onshore	1/20/2004	1/20/2099	1/20/2004	CHEVRON 34-4	PRESCO INC / TOM BROWN INC	USA/Colorado/Garfield 6 T0075 - R095W: SEC 034 W2 From 0 to 9,500 ft and/or from top CAMEO to bottom CAMEO