



## ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO                    )  
  )       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF RIO BLANCO            )

THAT,

**COACHMAN ENERGY VII LLC**

a Delaware limited liability company  
5251 DTC Parkway, Suite 200  
Greenwood Village, Colorado 80111

and

**BAKKEN DRILLING FUND IV LP**

a Delaware limited partnership  
5251 DTC Parkway, Suite 200  
Greenwood Village, Colorado 80111

referred to herein collectively and individually as “**Assignor**”, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant, sell and convey unto **TEP ROCKY MOUNTAIN LLC**, a Delaware limited liability company (“**Assignee**”), whose address is 4828 Loop Central Drive, Suite 900, Houston, Texas 77081 all of Assignor's right, title and interest in and to the following (collectively, the “**Assets**”):

- (A) The oil, gas and/or mineral leases and fee mineral interests specifically described in Exhibit A (the “**Leases**”), including, without limitation, all leasehold estates and interests, all royalty, overriding royalty, production payment, reversionary, net profit, contractual working or carried interests and other similar rights and estates therein; all lands subject to the Leases (the “**Lands**”) and all rights in any pooled, unitized or communitized acreage by virtue of the Lands or Leases being a part thereof;
- (B) All oil and gas wells and all water, injection and disposal wells on the Leases or Lands or on lands pooled, communitized or unitized therewith, including but not limited to the wells specifically described on Exhibit B whether producing, shut-in or temporarily abandoned (the “**Wells**”);
- (C) All natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid, produced from or attributable to the Leases, Lands or Wells from and after the Effective Time, along with all such products that are in storage as of the Effective Time and have not been sold as of the closing;
- (D) All personal property, fixtures and improvements appurtenant to or located upon the Leases, Lands or Wells or used primarily in connection with the ownership or operation of the Leases, Lands or Wells or the production, treatment, sale or



disposal of production therefrom (the "**Equipment**"), including, without limitation, pipelines, gathering lines and compression facilities as well as all inventory located at any such location as of the Effective Time;

- (E) All rights-of-way, easements, servitudes, surface use agreements, subsurface leases, rights-of-way, permits and licenses, to the extent they are transferable and are appurtenant to the Leases, Lands or Wells or Equipment ("**Easements**");
- (F) All product purchase and sale contracts, gas gathering contracts, salt water disposal leases or agreements, carbon dioxide agreements, processing agreements, production handling agreements, facilities sharing agreements, compression agreements, equipment leases, permits, licenses, farmouts and farmins, options, orders, pooling, spacing or consolidation agreements and operating agreements and all other agreements relating to the Leases, Lands, Wells, Equipment or Easements (the "**Contracts**"), but excluding any contracts, agreements or instruments to the extent that a transfer pursuant hereto would result in a violation of applicable law, would obligate Assignee to penalties if certain minimum commitments (e.g. gas volumes) are not met or is subject to a third party consent that is not waived or obtained; and
- (G) All original files, records and data, including without limitation lease and well files, abstracts, title reports, title opinions, memoranda and opinions relating to the Assets described herein in the possession or control of Assignor or its affiliates (the "**Records**"), but excluding (i) Assignor's company files, financial records, and tax related records to the extent not related to the Assets, and (ii) records and data to the extent containing privileged attorney-client communication or transfer thereof is prohibited by third party contractual restrictions on transfer.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof. Assignor does hereby bind itself to warrant and forever defend, all and singular, title to the Assets, subject to the matters set forth herein, unto Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor only, but not otherwise.

This Assignment and Bill of Sale (this "**Assignment**") is made and executed by Assignor and accepted by Assignee subject to the terms, conditions, reservations and exceptions set forth in the following:

- a. the terms, provisions, covenants and royalties set forth in the Leases;
- b. all overriding royalty interests, restrictions, exceptions, reservations, burdens, encumbrances, conditions, limitations, interests, assignments, instruments, agreements and other matters of record, if any, that may burden or affect Assignor's interest in the Assets, to the extent, and only to the extent, that such matters are valid and subsisting;
- c. the terms and conditions of the Contracts and Easements; and
- d. all Federal, State, and local laws and all orders, rules, regulations and standards issued thereunder by all duly constituted political subdivisions and agencies having jurisdiction.



This Assignment is subject to the terms and conditions of that certain letter agreement of even date herewith between Assignor and Assignee (the “**Agreement**”), which shall not merge into this Assignment and shall survive the execution and delivery hereof as provided herein. No provision set forth in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement, and any conflict between this Assignment and the Agreement will be governed by the Agreement. Any capitalized term contained in this Assignment, but not defined in this Assignment, shall have the meaning ascribed to such term in the Agreement.

This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

Assignee shall be and is hereby subrogated to all covenants and warranties of title by parties heretofore given or made to Assignor or its predecessors in title in respect of any of the Assets.

This Assignment is being executed in several counterparts, all of which are identical. Separate assignments of the Assets may be executed on official 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 exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed in this Assignment.

This Assignment shall be effective at 7:00 A.M local time where the Assets are located on 1st day of August, 2018 (“**Effective Time**”).

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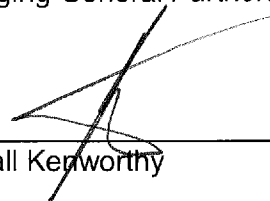


IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed on the dates set forth in the acknowledgments below, but shall be effective as of the Effective Time.

**ASSIGNOR:**

**COACHMAN ENERGY VII LLC**

By: CE Managing General Partners II LLC  
Manager

By:   
Name: Randall Kenworthy  
Title: CEO


**BAKKEN DRILLING FUND IV LP**

By: CE Managing General Partners II LLC  
Managing General Partner

By:   
Name: Randall Kenworthy  
Title: CEO

**ASSIGNEE:**

**TEP ROCKY MOUNTAIN LLC**

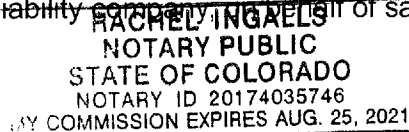
By:   
Name: Michael S. Land  
Title: President + CEO



**ACKNOWLEDGEMENTS**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

This instrument was acknowledged before me on this 30 day of August, 2018, by Randall Kenworthy as CEO of CE Managing General Partners II LLC, Manager of Coachman Energy VII LLC, a Delaware limited liability company, on behalf of said limited liability company.



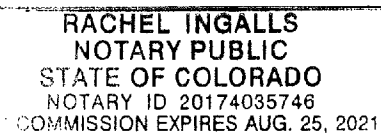
Witness my hand and official seal.

My Commission expires:  
Aug. 25, 2021

Rachel Ingalls  
Notary Public, State of Colorado

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

This instrument was acknowledged before me on this 30 day of August, 2018, by Randall Kenworthy as CEO of CE Managing General Partners II LLC, Managing General Partner of Bakken Drilling Fund IV LP, a Delaware limited partnership, on behalf of said limited partnership.



Witness my hand and official seal.

My Commission expires:  
Aug. 25, 2021

Rachel Ingalls  
Notary Public, State of Colorado

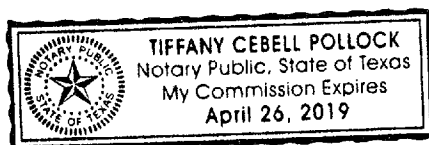
STATE OF TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 4<sup>th</sup> day of September, 2010, by Michael S. Land, the President & CEO of TEP Rocky Mountain LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My Commission expires:  
04/26/2019

[Signature]  
Notary Public, State of Texas



[Signature Page to Assignment and Bill of Sale]



Exhibit "A" to that certain Assignment and Bill of Sale between Coachman Energy VII, LLC, Coachman Energy VI LP and TEP Rocky Mountain LLC dated September 4, 2018

### LEASE AND RIGHT OF WAY SCHEDULE

BLM SERIAL NUMBER	GRANTOR	GRANTEE	EFFECTIVE DATE	LEGAL DESCRIPTION
COC-065854	United States Department of Interior	Coachman Energy Operating, LCC	4/1/2002	<u>T01N R103W</u> Sec 28: N2NE, S2N2, S2 Sec 31: E2NW Sec 33: N2, N2S2, Lots 1-4 Rio Blanco County, Colorado
COC-065853	United States Department of Interior	Coachman Energy Operating, LCC	4/1/2002	<u>T01N R103W</u> Sec 26: S2N2, S2 Sec 27: S2N2, S2 Sec 34: W2NE, NW, N2S2, Lots 1-4 Sec 31: N2, N2S2, Lots 1-4 Rio Blanco County, Colorado
COC-065852	United States Department of Interior	Coachman Energy Operating, LCC	4/1/2002	<u>T01N R103W</u> Sec 24: E2 Sec 25: E2, S2NW, SW Sec 36: N2, N2S2, Lots 1-4 Rio Blanco County, Colorado
COC-065848	United States Department of Interior	Coachman Energy Operating, LCC	4/1/2002	<u>T01N R103W</u> Sec 31: NE, N2SE Sec 32: N2S2, Lots 1-4 Sec 31: Lots 6,7 Rio Blanco County, Colorado



COC-074496 ROW	United States Department of Interior	Coachman Energy Operating, LCC	8/30/2017	<u>T01N R103W</u> Sec: 7 Sec: 18 Sec: 19 Sec: 30 Sec: 31 <u>T01S R103W</u> Sec: 12 Sec: 13 Rio Blanco County, Colorado
COC-077797 ROW	United States Department of Interior	Coachman Energy Operating, LCC	8/30/2017	<u>T01N R103W</u> Sec: 1 Sec: 2 Sec: 3 Sec: 7 Sec: 10 Sec: 15 Rio Blanco County, Colorado
COC-076607 ROW	United States Department of Interior	Coachman Energy Operating, LCC	8/1/2015	<u>T01N R103W</u> Sec: 15 Sec: 16 Sec: 21 Sec: 22 Sec: 27 <u>T01S R103W</u> Sec: 3 Rio Blanco County, Colorado

BOOTS M. CAMPBELL RIO BLANCO COUNTY COLORADO



Exhibit "B" to that certain Assignment and Bill of Sale between Coachman Energy VII, LLC, Bakken Drilling Fund  
IV LP and TEP Rocky Mountain LLC dated August 4<sup>th</sup>, 2018  
*September*

WELL SCHEDULE	
API NUMBER	LEASE/ WELL NAME
05-103-12274	Shavetail Federal 28-44
05-103-12275	Shavetail Federal 34-34
05-103-11810	Federal 36-24A