

**When Recorded Return to:**

Black Hills Exploration and Production, Inc.  
1515 Wynkoop Street, Suite 500  
Denver, CO 80202  
Attn: Land Department

STATE: Colorado

COUNTY: La Plata

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

**Black Hills Exploration and Production, Inc.**

**To**

**ATG Enterprises, Inc.**

This Assignment, Bill of Sale, and Conveyance ("**Assignment**"), to be effective as of 7:00 a.m. mountain time, on June 1, 2018 (the "**Effective Time**"), is made by Black Hills Exploration and Production, Inc., a Wyoming corporation, 1515 Wynkoop Street, Suite 500, Denver, Colorado 80202 (the "**Assignor**"), and ATG Enterprises, Inc., a Nebraska corporation, 2 Road 2951, Aztec New Mexico 87410 ("**Assignee**").

**RECITALS**

Assignor and Assignee are parties to that certain Property Transfer Agreement dated May 18, 2018 (the "**Property Transfer Agreement**"), pursuant to which Assignor agreed to assign, convey and transfer to Assignee, and Assignee agreed to acquire and assume from Assignor, certain properties and obligations described in the Property Transfer Agreement. Any capitalized terms used but not defined herein have the meaning assigned to such terms in the Property Transfer Agreement.

As contemplated by the Property Transfer Agreement, Assignor and Assignee desire to enter into this Assignment for the purpose of effecting the transfer, conveyance and assignment by Assignor to Assignee of the Properties (as defined below) pursuant to the Property Transfer Agreement.

**ASSIGNMENT OF PROPERTIES**

1. **Assignment of Properties.** In consideration of the amounts paid and the obligations assumed by Assignee and Assignor under the Property Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, and subject to the terms and conditions of this Assignment, Assignor does hereby transfer, bargain, convey, and assign, to Assignee, effective for all purposes as of the Effective Time, all of Assignor's right, title and interest in and to the following properties and assets (collectively, the "Properties")

(a) The oil, gas and mineral leases covering the lands located in La Plata County, Colorado particularly described in Exhibit A attached hereto insofar only as the leases cover the lands described on Exhibit A subject to any depth limitations described on Exhibit A (collectively, the "**Leases**," and the lands covered by the Leases as to the depths described on Exhibit A shall be referred to as the "**Lands**");

(b) All presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders, including, without limitation, all units

formed under orders, rules, regulations, or other official acts of any governmental or regulatory agency or entity having jurisdiction, and voluntary unitization agreements, designations and/or declarations, relating to the Leases and the Lands (the “Units”);

(c) All oil and gas wells located on the Leases, the Lands and the Units identified on Exhibit B (collectively, the “Wells”);

(d) All oil, natural gas (including coal bed methane gas), casinghead gas, condensate, natural gas liquids, and all components of any of them (“Hydrocarbons”) produced from or allocated to the Leases, Lands, Wells or Units from and after the Effective Time;

(e) The rights, to the extent transferable, in and to all existing and effective contracts that may materially affect the ownership and the operation of the Leases, Lands, Wells and Units or the production of Hydrocarbons from the Leases, Lands, Wells and Units, including those listed on Exhibit C (collectively the “Contracts” or individually a “Contract”), which includes all of the assignments or other instruments or other agreements that pertain to the Leases, Lands, Wells or Units and all contractually binding arrangements to which the Leases, Lands, Wells or Units may be subject, including without limitation operating agreements, unitization, pooling and communitization agreements, and declarations and orders, to the extent that they relate to or affect the Leases, Lands, Wells and Units or the production of Hydrocarbons from the Leases, Lands, Wells and Units;

(f) All equipment, materials, supplies, personal property, fixtures, improvements and other tangible personal property located on the Leases, Lands, Wells and Units or used or held solely for use in connection with the operation of the Leases, Lands, Wells and Units or the production of Hydrocarbons from the Leases, Lands, Wells and Units, including without limitation the equipment described on Exhibit D, excepting and reserving however any Hydrocarbons stored in tanks or other storage as of the Effective Time (unless the value of such Hydrocarbons is credited to Owner by an adjustment to the Transfer Price under Section 2.04(a)) of the Property Transfer Agreement (subject to such exclusion, the “Equipment”);

(g) Permits, licenses, approvals, servitudes, rights-of-way, easements and other surface rights appurtenant to, and used or held for use solely in connection with the Leases, Lands, Wells and Units described on Exhibit E, but excluding any items the transfer of which is restricted by its terms or by applicable law;

(h) The files, records, data and information relating to the Leases, Lands, Wells and Units maintained by Owner, but excluding the following: (i) all of Owner’s internal appraisals and interpretive data related to the Leases, Lands, Wells and Units, (ii) all information and data under contractual restrictions on assignment, (iii) all information subject to a privilege, (iv) Owner’s corporate financial, employee and general tax records that do not relate to the Leases, Lands, Wells and Units, and (v) all accounting files that do not relate to the Leases, Lands, Wells and Units.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereunto and in anywise belonging unto Assignee, its successors and assigns, forever, subject however to the terms of this Assignment.

2. **Excluded Properties.** Notwithstanding any provisions to the contrary herein, the Properties shall not include the following: (i) vehicles, tractors, trailers, and similar equipment used to transport, move, or haul persons, or production, equipment, inventory, or other personal property; (ii) personal computer equipment; (iii) accounts receivable; (iv) the amounts to which Assignor is entitled

pursuant to Section 2.04(a) of the Property Transfer Agreement, (v) the Excluded Records, (vi) all claims and causes of action of Assignor arising under or with respect to any Contract for which Assignor is otherwise required to provide indemnification to Assignee under the Property Transfer Agreement, (vii) all rights and interests of Assignor (a) under any policy or agreement of insurance or indemnity agreement, (b) under any bond and (c) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omission or events, or damage to or destruction of property prior to the Transfer Date or matters for which Assignor is otherwise required to provide indemnification to Assignee under the Property Transfer Agreement, (viii) all claims of Assignor for refunds of, credits attributable to, or loss carryforwards with respect to (a) Taxes attributable to any period (or portion thereof) prior to the Effective Time, (b) income, franchise and similar Taxes of for which Assignor is otherwise liable or (c) any Taxes attributable to the other Excluded Properties, (vi) all geophysical and other seismic and related technical data and information relating to the Properties the transfer of which is restricted by its terms (unless such data is transferable with the payment of a fee or other consideration and Assignee has agreed in writing to pay such fee or other consideration) or applicable Law, (ix) all data and Contracts that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties; and (x) logos, emblems, signs, trademarks, or trade names of Assignor.

### **SPECIAL WARRANTY; CERTAIN DISCLAIMERS**

1. Special Warranty of Title. Assignor warrants title to the Properties (subject to the Permitted Encumbrances as defined in the Property Transfer Agreement) unto Assignee, its successors and assigns, against every person lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor only, but not otherwise. Except as provided in the preceding sentence of this paragraph, Assignor makes no representation or warranty, express, implied, statutory or otherwise, with respect to Assignor's title to any of the Properties. However, Assignor grants to Assignee, its successor and assigns, to the extent transferable, the benefit of and the right to enforce the covenants and warranties of title, if any, which Assignor is entitled to enforce with respect to the Properties against Assignor's predecessors in title to the Properties.

2. Disclaimers.

(a) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 3 OF THE PROPERTY TRANSFER AGREEMENT, (i) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (ii) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE OPERATOR GROUP (INCLUDING ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY PERSON OF THE OWNER GROUP).**

(b) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 3 OF THE PROPERTY TRANSFER AGREEMENT OR IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, AS TO (i) TITLE TO ANY OF THE PROPERTIES, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PROPERTIES, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE PROPERTIES, (iv) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES, (v) THE PRODUCTION OF**

PETROLEUM SUBSTANCES FROM THE PROPERTIES, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE PROPERTIES, (vii) THE ANTICIPATED COSTS REQUIRED TO PLUG AND ABANDON THE WELLS, OR (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO THE OPERATOR GROUP IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO (INCLUDING ANY ITEMS PROVIDED IN CONNECTION WITH SECTION 6.01 OF THE PROPERTY TRANSFER AGREEMENT), AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE EQUIPMENT AND OTHER TANGIBLE PROPERTY INCLUDED AS PART OF THE PROPERTIES IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT, AS OF CLOSING, ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) EXCEPT AS AND TO THE EXTENT EXPRESSLY PROVIDED IN ARTICLE 3 OF THE PROPERTY TRANSFER AGREEMENT, ASSIGNOR SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH AND HAS NOT AND DOES NOT MAKE (AND HEREBY DISCLAIMS) ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL DEFECTS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF HAZARDOUS SUBSTANCES, HYDROCARBONS OR NORM INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTIES, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE PROPERTIES "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

## GENERAL

1. Assumed Obligations and Assumed Environmental Liabilities. Without limiting the rights of Assignee to any applicable indemnity under the Property Transfer Agreement or the special warranty of title set forth above, effective as of the Effective Time the Assignee hereby assumes and agrees to fulfill, perform, pay and discharge the Assumed Operator Obligations, the Environmental Liabilities and the Plugging and Abandonment Obligations (as defined in the Property Transfer agreement).

2. Separate Assignments. Assignor and Assignee acknowledge and agree that they may execute separate assignments covering certain of the Properties on forms approved by a government agency having jurisdiction over those Properties. Any such separate assignment shall evidence this Assignment and the conveyance of the applicable Properties and shall not constitute an additional conveyance of the affected Properties; is not intended to modify, and does not modify, any of the terms, covenants or conditions, or limitations on warranties, set forth in this Assignment or the Property Transfer Agreement;

is not intended to create, and does not create, any representations or warranties of or by either Assignor or Assignee; and shall be deemed to contain all of the terms and provisions of this Assignment.

3. Assignment Subject to Property Transfer Agreement. This Assignment is delivered pursuant to, and is hereby made subject to, the terms and conditions of the Property Transfer Agreement. The provisions of the Property Transfer Agreement shall survive the execution, delivery, and acceptance of this Assignment in accordance with its terms. If there is a conflict between the terms of this Assignment and the terms of the Property Transfer Agreement, the terms of the Property Transfer Agreement shall control.

4. Governing Law; Venue. This Assignment, the other documents delivered pursuant hereto, and the legal relations between the Parties shall be governed and construed in accordance with the laws of the State of Colorado. The validity of the various conveyances affecting the title to real property shall be governed by and construed in accordance with the Laws of the State of Colorado.

5. 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 Property are located.

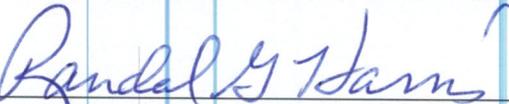
6. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one Assignment.

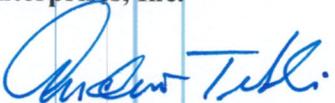
SIGNATURES ON NEXT PAGE

EXECUTED as of May 30, 2018 to be effective for all purposes as of the Effective Time.

**BLACK HILLS EXPLORATION AND PRODUCTION, INC.**

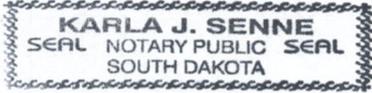
By:   
Randal G. Harris, Attorney-in-Fact

**ATG Enterprises, Inc.**

By:   
Andrew T. Glinn, President

STATE OF SOUTH DAKOTA )  
)  
CITY OF RAPID CITY )

The foregoing instrument was acknowledged before me on May 30<sup>th</sup>, 2018, by Randal G. Harris, in his capacity as Attorney-in-Fact of Black Hills Exploration and Production, Inc.



Karla J. Senne  
Notary Public Exp. 11-30-21

STATE OF COLORADO )  
)  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on June 1, 2018, by Andrew T. Glinn, in his capacity as President of ATG Enterprises, Inc.

Robyn A. Crockett  
Notary Public



**Exhibit "A"**

Leases

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance dated June 1, 2018,  
by Black Hills Exploration and Production, Inc. as Assignor and ATG Enterprises, Inc. as Assignee.

| BH FILE NO.     | AGREEMENT NAME       | ORIGINAL LESSEE/GRANTEE     | EFFECTIV<br>E DATE | RECORDING                              | LEGAL DESCRIPTION   |
|-----------------|----------------------|-----------------------------|--------------------|--|---|
| 05-0006-0001-00 | BIA UTE 14-20-151-49 | EL PASO NATURAL GAS COMPANY | 08/17/1954         | BOOK 387, PAGE 461<br>RECEPTION 276821 | TOWNSHIP 33 NORTH, RANGE 8 WEST<br>SEC 33: E/2<br>SEC 34: All<br>SURFACE TO BASE OF MESA VERDE<br>LA PLATA COUNTY, COLORADO   |
| 05-0007-0001-00 | FED COC-046245       | DANIEL WOLF                 | 03/01/1988         | RECEPTION 58123                        | TOWNSHIP 35 NORTH, RANGE 8 WEST<br>SEC 1: S/2NE/4, S/2<br>SEC 2: SE/4SW/4, SW/4SE/4, E/2SE/4<br>SEC 7: NW/4NE/4<br>SEC 8: SE/4SE/4, W/2SE/4<br>SEC 9: E/2NE/4, S/2, SE/4NW/4, SW/4NE/4<br>SEC 10: NE/4NE/4, S/2, S/2NW/4, W/2NE/4<br>SEC 11: All<br>SEC 12: NW/4<br>SEC 13: NW/4NW/4, S/2NW/4, NE/4SW/4<br>SEC 14: NW/4SW/4, S/2SW/4, SW/4SE/4<br>SEC 15: SE/4SE/4<br>SEC 17: E/2SE/4<br>SEC 21: NE/4NE/4, SE/4NW/4, NW/4SE/4<br>SEC 22: SW/4NE/4, SE/4NW/4, N/2NE/4<br>SEC 24: NW/4NW/4<br>LA PLATA COUNTY, COLORADO |

**Exhibit "B"**  
Wells

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance dated June 1, 2018,  
by Black Hills Exploration and Production, Inc. as Assignor and ATG Enterprises, Inc. as Assignee.

| BHEP FILE#      | BHEP PROPERTY # | API#         | WELLNAME            | SURFACE LOCATION    | COUNTY  | ST |
|-----------------|-----------------|--------------|---------------------|---------------------|---------|----|
| 05-0006-0001-00 | 0500060071      | 05-067-08337 | UTE 33-01 FC        | NENE SEC 33, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060101      | 05-067-08337 | UTE 33-01 MV        | NENE SEC 33, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060131      | 05-067-09741 | UTE 33-23 FC        | NENE SEC 33, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060141      | 05-067-09809 | UTE 33-44 FC        | NWSE SEC 33 33N 8W  | LAPLATA | CO |
| 05-0006-0001-00 | 0500060061      | 05-067-05798 | UTE 03 MV           | NWSE SEC 33 33N 8W  | LAPLATA | CO |
| 05-0006-0001-00 | 0500060011      | 05-067-07707 | UTE 33-10 FC        | NWSE SEC 33, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060031      | 05-067-07708 | UTE 34-03 FC        | NENW SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060041      | 05-067-05247 | UTE 01 MV           | NENW SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060181      | 05-067-09707 | UTE 34-41 FC        | NESW SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060161      | 05-067-09813 | UTE 34-21 FC        | NESW SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060091      | 05-067-08349 | UTE 34-11 FC        | NESW SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060111      | 05-067-08349 | UTE 34-11 MV        | NESW SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060051      | 05-067-05799 | UTE 02 MV           | SESE SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060021      | 05-067-07714 | UTE 34-16 FC        | SESE SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060171      | 05-067-09811 | UTE 34-34 FC        | SESE SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060081      | 05-067-08318 | JAQUES UTE 34-07 FC | SWNE SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060121      | 05-067-08318 | JAQUES UTE 34-07 MV | SWNE SEC 34, 33N 8W | LAPLATA | CO |
| 05-0006-0001-00 | 0500060151      | 05-067-09706 | JAQUES UTE 34-14 FC | SWNE SEC 34, 33N 8W | LAPLATA | CO |
| 05-0007-0001-00 | 0500070011      | 05-067-07646 | HUBER FEDERAL 01-24 | NWNW SEC 24, 35N 8W | LAPLATA | CO |
| 05-0007-0001-00 | 0500070031      | 05-067-07814 | HUBER ARADO 01-13   | SWNE SEC 13, 35N 8W | LAPLATA | CO |
| 05-0007-0001-00 | 0500070051      | 05-067-08295 | HUBER FEDERAL 03-24 | NENE SEC 24, 35N 8W | LAPLATA | CO |
| 05-0007-0001-00 | 0500070061      | 05-067-07549 | HUBER GARCIA 1-22   | SWNW SEC 22, 35N 8W | LAPLATA | CO |
| 05-0007-0001-00 | 0500070071      | 05-067-08873 | HANSON 04-22        | SENE SEC 22, 35N 8W | LAPLATA | CO |

**Exhibit "C"**  
Contracts

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance dated June 1, 2018, by Black Hills Exploration and Production, Inc. as Assignor and ATG Enterprises, Inc. as Assignee.

| BLACK HILLS FILE # | AGREEMENT NAME  | PARTIES TO AGREEMENT  | LEGAL DESCRIPTION   | EFFECTIVE DATE | TYPE   |
|--------------------|---|---|---|----------------|--|
|                    | FARMOUT AGREEMENT, PRUDENTIAL BACHE ENERGY, GRAHAM ROYALTY, STEWART PETROLEUM CORP. | GRAHAM, PRUDENTIAL BACHE, STEWART   | 33N 8W SEC 33: E2 SEC 34: ALL, SURFACE OF THE EARTH TO THE TOTAL DEPTH DRILLED BUT IN NO EVENT DEEPER THAN 100' BELOW THE TOP OF THE STRATIGRAPHIC EQUIVALENT OF THE PICTURED CLIFFS FORMATION. | 1/14/1991      | FARM IN/FARM OUT AGREEMENT                                   |
| C-05-0006-01       | STIPULATION OF INTEREST 05/18/01  | BLACK HILLS, STEWART, SG INTERESTS V. LTD.                                | 33N 8W SEC 33: E2 SEC 34: ALL SURFACE TO BASE OF MESA VERDE   | 5/18/2001      | ASSIGNMENT   |
| C-05-0006-02       | OPERATING AGREEMENT EL PASO/GRUSS, ET AL DATED 05/27/1965                           | EL PASO AND JOSEPH GRUSS, ET AL   | 33N 8W SEC 33: E2 SEC 34: ALL, SURFACE TO BASE OF MESA VERDE.   | 5/27/1965      | OPERATING AGREEMENT ON SOUTHERN UTE TRIBAL OIL AND GAS LEASE |
| C-05-0006-03       | DRILLING OPTION, AMENDMENT OF FOA DTD 5/27/65 & OPERATING AGREEMENT                 | EL PASO, STEWART & PRUDENTIAL BACHE ENERGY INCOME PRODUCTION PART. VIP-25 | 33N 8W SEC 33: E2 SEC 34: ALL, TOP OF FRUITLAND DOWN TO DEEPEST DEPTH DRILLED IN TEST WELL, EXCLUDING MESA VERDE.   | 10/1/1990      | AMENDMENT OF FOA   |
| C-05-0006-04       | JOINT OPERATING AGREEMENTS MESA VERDE AND FRUITLAND COAL                            | GRAHAM, PRUDENTIAL BACHE, STEWART   | 33N 8W SEC 33: E2 SEC 34: ALL, 100' BELOW STRATIGRAPHIC EQUIVALENT OF THE TOP OF PICTURED CLIFFS TO BASE OF MESA VERDE AND SURFACE TO 100' BELOW PICTURED CLIFFS (FRUITLAND COAL)               | 1/14/1991      | JOINT OPERATING AGREEMENT                                    |
| C-05-0007-01       | FED COC-054349 ARADO 1-13   | GLOBAL, STEWART, HUBER & AMOCO  | 35N 8W SEC 13: N2   | 11/6/1992      | COMMUNITIZATION AGREEMENT                                    |
| C-05-0007-02       | FED COC-054350 HUBER FED 2-13   | GLOBAL, STEWART, HUBER & AMOCO  | 35N 8W SEC 13: S2   | 11/6/1992      | COMMUNITIZATION AGREEMENT                                    |
| C-05-0007-04       | FED COC-054520 FED 1-24   | GLOBAL, STEWART, HUBER, AMOCO, CHANDLER & UMC                             | 35N 8W SEC 24: N2   | 9/24/1991      | COMMUNITIZATION AGREEMENT                                    |
| C-05-0007-05       | DANIEL WOLF ASSIGNMENT AND AGREEMENT  | STEWART PETROLEUM   | 35N 8W LANDS WITHIN SECS 1, 2, 7-15, 17, 21, 22, 24   | 8/1/1989       | LETTER AGREEMENT   |
| C-05-0007-06       | FED COC-054258 GARCIA 1-22  | GLOBAL, STEWART, HUBER & AMOCO  | 35N 8W SEC 22: N2   | 10/19/1992     | COMMUNITIZATION AGREEMENT                                    |
| C-05-0007-09       | GLOBAL NATURAL RES JOA  | STEWART PETROLEUM/GLOBAL  | 35N 8W LANDS WITHIN SECS 1, 2, 7-15, 17, 21, 22, 24   | 8/31/1989      | JOINT OPERATING AGREEMENT                                    |
| C-05-0007-10       | STEWART/GLOBAL FOA DATED 1/15/91 & JOA  | J.M. HUBER CORPORATION  | 35N 8W LANDS WITHIN SECS 13, 14, 15, 22, 24   | 1/15/1991      | FARM IN/FARM OUT AGREEMENT                                   |
| C-99-0001-01       | STEWART PETROLEUM CORP. ACQUISITION   | BLACK HILLS EXPLORATION AND PRODUCTION                                    | 35N 8W LANDS WITHIN SECS 1, 2, 7-15, 17, 21, 22, 24<br>35N 8W SEC 33 E2, SEC 34 ALL   | 1/1/2001       | PURCHASE AND SALE AGREEMENT                                  |

**Exhibit "C"**  
**Contracts**

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance dated June 1, 2018, by  
Black Hills Exploration and Production, Inc. as Assignor and ATG Enterprises, Inc. as Assignee.

| BLACK HILLS<br>FILE # | AGREEMENT NAME   | PARTIES TO AGREEMENT   | LEGAL DESCRIPTION   | EFFECTIVE<br>DATE                     | TYPE  |
|-----------------------|--|--|---|---------------------------------------|---|
|                       | BLACK HILLS EXPLORATION AND<br>PRODUCTION, INC., STEWART PETROLEUM<br>CORPORATION, SG INTEREST V, L.T.D. | BLACK HILLS EXPLORATION AND PRODUCTION, INC.,<br>STEWART PETROLEUM CORPORATION, SG INTEREST V,<br>LTD. | 33N 8W SEC 33: E2 SEC 34: ALL<br>SURFACE TO BASE OF MESAVERDE | 03/07/2018,<br>EFFECTIVE<br>5/18/2001 | STIPULATION OF INTEREST<br>AND AGREEMENT                |
|                       | FIRM GAS GATHERING, COMPRESSION AND<br>TREATING AGREEMENT  | BLACK HILLS EXPLORATION AND PRODUCTION, INC. AND<br>RED CEDAR GATHERING COMPANY                        | 33N 8W SEC 33: E2 SEC 34: ALL                                 | 8/1/2014                              | GAS GATHERING,<br>COMPRESSION AND<br>TREATING AGREEMENT |

## EXHIBIT D

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated June 1, 2018, by Black Hills Exploration and Production, Inc., as Assignor and ATG Enterprises, Inc. as Assignee.

### EQUIPMENT

#### Individual Well Separators

| Well                  | Manufacturer | Manufacturer Date | Size                 | Serial Number | Burner Rating (BTU/hr.) |
|-----------------------|--------------|-------------------|----------------------|---------------|-------------------------|
| Ute 33-1 FC           | NATCO        | 1989              | 16"x7'6"<br>Vertical | 201611        | 125,000                 |
| Ute 33-1 MV           | NATCO        | 1989              | 16"x5'<br>Horizontal | 1520          | 100,000                 |
| Ute 34-3 FC           | NATCO        | 1991              | 16"x7'6"<br>Vertical | 211035        | 125,000                 |
| Jacques – Ute 34-7 FC | NATCO        | 1989              | 16"x7'6"<br>Vertical | 201612        | 125,000                 |
| Jacques – Ute 34-7 MV | NATCO        | 1989              | 16"x5'<br>Horizontal | 1519          | 100,000                 |
| Ute 34-14 FC          | NATCO        | 1991              | 16"x7'6"<br>Vertical | 211033        | 125,000                 |
| Ute #2                | NATCO        | 1987              | 16"x5'<br>Horizontal | 201426        | 100,000                 |
| Ute 34-11 FC          | NATCO        | 1989              | 16"x7'6"<br>Vertical | 201614        | 125,000                 |
| Ute 34-11 MV          | NATCO        | 1989              | 16"x5'<br>Horizontal | 1702          | 100,000                 |
| Ute 33-10 FC          | NATCO        | 1991              | 12"x6'<br>Vertical   | 211008        | 125,000                 |
| Ute #3                | NATCO        | 1986              | 16"x5'<br>Horizontal | 201378        | 100,000                 |
| Ute 33-23             | Olman Heath  | 2006              | 16"x8"<br>Vertical   | 300354        | 250,000                 |
| Jacques – Ute 34-14   | Olman Heath  | 2007              | 16"x8"<br>Vertical   | 300527        | 250,000                 |
| Ute 34-34             | Olman Heath  | 2007              | 16"x8"<br>Vertical   | 300526        | 250,000                 |
| Ute 34-41             | Olman Heath  | 2007              | 16"x8"<br>Vertical   | 100568        | 250,000                 |
| Ute 34-21             | Olman Heath  | 2007              | 16"x8"<br>Vertical   | 100567        | 250,000                 |
| Ute 33-44             | Olman Heath  | 2007              | 16"x8"<br>Vertical   | 300529        | 250,000                 |

### Pumping Units and Natural Gas Engines

| Well                  | Pumping Unit Manufacturer | Type/Size | Engine     | Horsepower | Serial Number |
|-----------------------|---------------------------|-----------|------------|------------|---------------|
| Ute 33-1 FC           | Lufkin                    | 114       | C-46       | 9          |               |
| Ute 34-3 FC           | NATCO                     | 160       | E20-RC     | 20         | E16-916       |
| Jacques – Ute 34-7 FC | Sentry                    | 114       | C-66       | 13         |               |
| Ute 34-16             | NATCO                     | 160       | E20-RC     | 20         | E16-246       |
| Ute 34-11 FC          | ICI                       | Hydraulic | 6 cyl GM   | 40         | 302           |
| Ute 33-23             | Sentry                    | 228       | C-106      | 24.5       | 310085C       |
| Jacques – Ute 34-14   | Sentry                    | 228       | C-96       | 19         | 210227C       |
| Ute 34-34             | Sentry                    | 228       | 3200 E Kub | 19         | 210228C       |
| Ute 34-41             | Sentry                    | 228       | C-106      | 24.5       | 310103C       |
| Ute 34-21             | Sentry                    | 228       | C-106      | 24.5       | 301609        |
| Ute 33-44             | Sentry                    | 228       | C-96       | 19         | 210239 C      |

### Storage Tanks

| Well Pad        | Tank Size and Number        |
|-----------------|-----------------------------|
| Ute 34-3 FC     | 2 – 400 barrel welded steel |
| Ute 34-7/34-14  | 1 – 100 barrel pit tank     |
| Ute 33-1/33-23  | 1 – 100 barrel pit tank     |
| Ute 33-44/33-10 | 1 – 100 barrel pit tank     |

### Facilities Shared by all Wells

#### Ute #2 Central Delivery Point

| Item             | Manufacturer      | Description                                  |
|------------------|-------------------|--|
| Compressor       | Caterpillar/Ariel | Caterpillar 3516 motor with Ariel Compressor |
| Inlet Scrubber   | NATCO             | 30” vertical SN 53823 Manufactured 2010      |
| Glycol Reboiler  | NATCO             | 8 MMBTU/hr. SN 35144 Manufactured 2010       |
| Glycol Contactor | NATCO             | Lakota 30”x29’ SN 4245-O Manufactured 1982   |
| Filter Pot       | NATCO             | Manufactured 2009 SN S-00443                 |
| Fuel Scrubber    | NATCO             | Manufactured 1980 SN 2622                    |
| Storage Tanks    |                   | 3 – 400 barrel and 1-300 barrel              |

**Exhibit "E"**

**Easements and Rights of Way**

**Attached to and made part of that certain Assignment, Bill of Sale and Conveyance effective June 1, 2018, by Black Hills Exploration and Production, Inc. as Assignor and ATG Enterprises, Inc. as Assignee.**

| BH FILE NO.       | QUORUM LAND # | EFFECTIVE DATE | AGREEMENT NAME   | ORIGINAL LESSEE/GRANTEE                    | LEGAL DESCRIPTION  |
|-------------------|---------------|----------------|--|--|--|
| R-05-0006-0001-01 | 103175001     | 9/25/2001      | GRANT OF EASEMENT FOR RIGHT OF WAY - SOUTHERN UTE AGENCY, BIA- BIA 14-20-151-49 - Ute 33-1 | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 33: NENE, SECTION 34: NW                                       |
| R-05-0006-0001-02 | 103175002     | 9/25/2001      | GRANT OF EASEMENT FOR RIGHT OF WAY - BIA 14-20-151-49 - UTE 34-11                          | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: N2SW, SESW, S2SE   |
| R-05-0006-0002-00 | 103176000     | 6/21/2010      | GRANT OF EASEMENT FOR RIGHT OF WAY - JAQUES, DANNY ET UX                                   | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: NWSE   |
| S-05-0006-0001-00 | 103457000     | 5/15/2007      | JAQUES, DANNY ET UX SURFACE USE AGREEMENT  | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: NE, N2SE   |
| S-05-0006-0002-00 | 103458000     | 11/5/2010      | JAQUES, CORDY-M. ET AL., SURFACE ACCESS AGREEMENT  | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 28: SE, SENE, NWSW   |
| C-05-0006-07      | 103038007     | 4/12/2010      | GRANT OF EASEMENT FOR RIGHT OF WAY- UTE 34-34 (SOUTHERN UTE AGENCY - BIA) BIA 14-20-151-49 | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: SESE   |
|                   |               | 8/29/1990      | GRANT OF EASEMENT FOR RIGHT-OF-WAY PIPELINE ROW FOR THE UTE 34-3 SOUTHERN UTE AGENCY- BIA  | WESTGAS GATHERING                          | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: E2NW, NESW, S2SE   |
|                   |               | 8/6/2007       | GRANT OF EASEMENT FOR RIGHT-OF-WAY UTE 34-21- SOUTHERN UTE AGENCY-BIA                      | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: NESW   |
|                   |               | 8/6/2007       | GRANT OF EASEMENT FOR RIGHT-OF-WAY UTE 34-41- SOUTHERN UTE AGENCY-BIA                      | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: NESW   |
|                   |               | 8/23/2010      | GRANT OF EASEMENT FOR RIGHT-OF-WAY SOUTHERN UTE PIPELINE/ACCESS-SOUTHERN UTE AGENCY-BIA    | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 33: NESE, SECTION 34: NENW, SENW, NWSW, NESW, SESW, SWSE, SESE |
|                   |               | 8/6/2010       | GRANT OF EASEMENT FOR RIGHT-OF-WAY UTE 33-23- SOUTHERN UTE AGENCY-BIA                      | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 33: NENE   |
|                   |               | 8/6/2010       | GRANT OF EASEMENT FOR RIGHT-OF-WAY UTE 33-44- SOUTHERN UTE AGENCY-BIA                      | BLACK HILLS EXPLORATION AND PRODUCTION INC | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 33: NWSE   |
|                   |               | 1/30/2001      | GRANT OF EASEMENT FOR RIGHT-OF-WAY JAQUES UTE 34-7 SOUTHERN UTE AGENCY-BIA                 | STEWART PETROLEUM CORP.                    | 33 NORTH, 8 WEST, N.M.P.M.<br>SECTION 34: E2NW   |