ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment") is effective for all purposes as of 7:00 a.m. local time on July 1, 2018 ("Effective Time"), by Pioneer Natural Resources USA, Inc., a Delaware corporation ("Assignor"), whose address is 5205 N. O'Connor Blvd., Suite 900, Irving, Texas 75039-3746, and Evergreen Natural Resources LLC, a Colorado limited liability company ("Assignee"), whose address is 27160 Craig Lane, Golden, Colorado 80401. Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties."

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, DEED, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following assets and properties, but excluding and reserving unto Assignor the Excluded Assets (such properties, after giving effect to such exclusion and reservation, the "Assets"):

(a) The oil, gas, other Hydrocarbon and mineral leases, subleases, royalties, overriding royalties, production payments, net profits interests, carried interests, reversionary interests, fee mineral interests and all other interests of any kind or character in Hydrocarbons in place and the leasehold estates created thereby in the Raton Basin Divestiture Area, including those described in Exhibit A-1 (collectively, the "Leases"), together with all other right, title, and interest of every nature related to the lands covered by the Leases or lands pooled or unitized therewith ("Lands") and all corresponding interests in and to all the property and rights incident thereto of any nature that arise by law or otherwise, including all rights in any pooled or unitized acreage by virtue of the Leases having been pooled into such pools or units, all production from the pool or unit allocated to any such Lands; and all interests in any wells within the pool or unit associated with the Lands; and all reversionary interests, convertible interests, and net profits interests applicable to the Leases or Lands;

(b) All producing, non-producing, shut in, permanently or temporarily plugged and abandoned Hydrocarbon, water, CO2, injection, salt water disposal or other wells located on the Leases, the Units, Easements or any Lands or lands pooled or unitized therewith or on any of the Real Properties on the Execution Date, including the wellbores described in Exhibit A-2, and all wellbores spudded after the Execution Date and prior to the Closing located on the Leases, the Units, and any Lands or lands pooled or unitized therewith ("Wells");

(c) All facilities, processing systems, processing plants, compressors, meters, tanks, machinery, equipment (including trees, PLETs, flowlines, control assemblies, and production handling equipment), fixtures, improvements and other real, immovable, personal and mixed property that is located on or appurtenant to the Leases, the Lands, Easements, Wells or Real Properties and used in connection with production, gathering, treatment, processing, transportation or disposal of Hydrocarbons produced from the Wells and the operation of the Leases, and such flowlines, pipelines, gathering systems, gathering lines, meters, tanks, tank batteries, storage facilities, salt water disposal facilities, field separators and liquid extractors, dehydration equipment, nitrogen rejection units, scrubbers, pigs and pig launchers, treatment facilities, compressors, air service facilities, power lines, telephone and telegraph lines, field processing plants and other fixtures, equipment and facilities which are primarily dedicated to

Lease operations, and SCADA equipment located on the Lands and used in the operations of the Assets, and including all facilities identified on Exhibit A-3 (the "Facilities");

(d) All surface leases and fee real property on which any of the Facilities are located, including all surface leases and fee real property described on Exhibit A-4, and the other surface leases and fee real property described on Exhibit A-4 (the real property covered by such surface leases and such fee properties, the "Real Properties");

(e) All units covering any of the Lands or arising on account of any of the Leases having been pooled, communitized or unitized into such units, and all tenements, hereditaments, and appurtenances belonging thereto ("Units");

(f) All currently existing contracts, agreements, and instruments to the extent applicable or relating to or burdening the properties, rights, titles, and interests described in clauses (a) through (e) above or the production of Hydrocarbons from same, including participation agreements, exploration agreements, farmout and farmin agreements, operating agreements, production dedications, crude oil, condensate, and natural gas purchase and sale gathering, transportation and marketing agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, hydrocarbon storage agreements, acreage contribution agreements, balancing agreements, processing agreements, facilities or equipment leases, letters of objection, production handling agreements, saltwater disposal agreements, and all other written contracts, contractual rights, interests and other written agreements covering or affecting any or all of the Leases, Lands, Easements, Wells, Facilities or any properties, rights, titles, and interests described in clauses (a) through (e) above or the operations thereof (but excluding any FERC Regulated Transport) (subject to such exclusion, the "Contracts") and all rights to claims thereunder arising or attributable to periods on or after the Effective Time;

(g) All easements, rights-of-way, right-of-use easements, licenses, servitudes, authorizations, permits, and other rights to use the surface appurtenant to, and used or held for use in connection with, any or all of the properties, rights, titles, and interests described in clauses (a) through (e) (the "Easements"), including certain of the items set forth on Schedule 2.1(g);

(h) All Hydrocarbons produced on or after the Effective Time, attributable to Seller's interests in the properties, rights, titles, and interests described in clauses (a), (b) and (e) above, that are conveyed by Seller to Buyer pursuant to this Agreement, including to the extent attributable to Hydrocarbons stored in tanks and pipeline linefill as of the Effective Time;

(i) All environmental and other governmental (whether federal, state or local) permits, licenses, orders, authorizations, franchises and related instruments or rights relating to the ownership, operation or use of the properties, rights, titles, and interests described in clauses (a) through (g) above (the "Permits");

(j) All (A) accounts and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and (B) Liens in favor of Seller or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time

of any of the Assets or to the extent arising in favor of Seller as to the operator or non-operator of any Lease or Well;

(k) Originals (to the extent available and in Seller's possession or control) and photocopies or electronic copies of all files, records, maps, information and data of Seller or any of its Affiliates, whether written or electronically stored, pertaining to (i) land and title records (including lease files, land files, title opinions and title curative documents), (ii) well files, well information, well data bases, production records and/or producer imbalance statements, division order files, abstracts, and (iii) contract files, financial accounting records, operational records, technical records, production and processing records, in Seller's possession or control, in each case, to the extent concerning the properties, rights, titles, and interests described in clauses (a) through (j) above and (l) through (r) below (the "Records");

(l) All FERC Regulated Transport;

(m) The Highway 12 Facility;

(n) All Imbalances;

(o) All trucks and other motor vehicles identified on Schedule 2.1(o); and

(p) Suspense Funds, to the extent provided in Section 7.8.

(q) Copies of all geological and geophysical data in the possession of Seller, including Seismic Data, to the extent that such data, including Seismic Data, is related to the Assets and is transferable, including transferrable data that requires the payment of additional fees, provided Buyer agrees to pay those fees at Closing.

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its successors, legal representatives and assigns forever, subject to any Permitted Asset Encumbrances and the terms of this Assignment.

This Assignment is subject to that certain Purchase and Sale Agreement dated as of June 11, 2018 (as such has or may hereinafter be supplemented, modified or amended from time to time, the "Purchase Agreement") between Assignor and Assignee. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control.

Capitalized terms used herein but not defined herein or in Attachment I attached hereto shall have the meanings assigned to such terms in the Purchase Agreement.

Assignor hereby excludes from the Assets and reserves unto Assignor all right, title and interest in and to the Excluded Assets.

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby agrees to pay, perform, fulfill and discharge all Retained Obligations and agrees to indemnify, defend

and hold harmless Assignee and the other Buyer Indemnified Parties from and against any and all Losses actually incurred or suffered by any of the Buyer Indemnified Parties as a result of, relating to or arising out of the Retained Obligations.

Subject to the terms and conditions of the Purchase Agreement, Assignee hereby assumes and agrees to pay, perform, fulfill and discharge all Assumed Obligations and agrees to indemnify, defend and hold harmless Assignor and the other Seller Indemnified Parties from and against any and all Losses actually incurred or suffered by any of the Seller Indemnified Parties as a result of, relating to or arising out of the Assumed Obligations.

FROM AND AFTER CLOSING, ASSIGNOR WARRANTS DEFENSIBLE TITLE UNTO ASSIGNEE AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR AND ITS AFFILIATES BUT NOT OTHERWISE, SUBJECT, HOWEVER, TO THE PERMITTED ASSET ENCUMBRANCES (SUCH WARRANTY, THE "SPECIAL WARRANTY").

SUBJECT TO ASSIGNOR'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT AND THIS ASSIGNMENT, INCLUDING, BUT NOT LIMITED TO, THE SPECIAL WARRANTY AND THE RETAINED OBLIGATIONS, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES ANY LIABILITY OR RESPONSIBILITY OF ASSIGNOR FOR, ALL REPRESENTATIONS, WARRANTIES, OR COVENANTS RELATED TO TITLE OR THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED, OR STATUTORY.

SUBJECT TO (A) THE EXPRESS TERMS OF THE PURCHASE AGREEMENT, THIS ASSIGNMENT, AND THE OTHER TRANSACTION DOCUMENTS AND (B) THE SPECIAL WARRANTY, THE ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, CONFORMITY TO SAMPLES, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND NEGATED BY ASSIGNOR AND WAIVED BY ASSIGNEE. ASSIGNEE RECOGNIZES THAT THE ASSETS HAVE BEEN USED FOR OIL AND GAS DRILLING, PRODUCTION, GATHERING, PIPELINE, TRANSPORTATION, STORAGE AND RELATED OPERATIONS. PHYSICAL CHANGES IN THE ASSETS AND IN THE LANDS INCLUDED MAY HAVE OCCURRED AS A RESULT OF ASSIGNOR'S AND ITS PREDECESSOR'S PRIOR USES. ASSIGNEE HAS INSPECTED PRIOR TO THE DEFECT CLAIM TIME (AS DEFINED IN THE PURCHASE AGREEMENT) (OR HAS WAIVED ITS RIGHT TO INSPECT PRIOR TO THE DEFECT DATE) THE LEASES AND THE ASSOCIATED PREMISES INCLUDED IN THE ASSETS AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR SET FORTH IN THE PURCHASE AGREEMENT, SELLER'S INDEMNIFICATION OBLIGATIONS UNDER THE

PURCHASE AGREEMENT AND THE PROVISIONS OF ARTICLE 10 OF THE PURCHASE AGREEMENT (SOLELY WITH RESPECT TO ANY ENVIRONMENTAL CONDITIONS THAT ARE PROPERLY ASSERTED PRIOR TO THE DEFECT CLAIM TIME), ASSIGNEE HEREBY ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, INCLUDING THE PRESENCE OF NORM.

OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT, THE SPECIAL WARRANTY AND THE OTHER TRANSACTION DOCUMENTS, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ANY LIABILITY OR RESPONSIBILITY OF ASSIGNOR FOR, (A) ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, (B) ANY STATEMENT OR INFORMATION ORALLY OR IN WRITING MADE OR COMMUNICATED TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO, (1) ANY STATEMENT OR INFORMATION ORALLY OR IN WRITING MADE OR COMMUNICATED TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES BY ANY REPRESENTATIVE OF ASSIGNOR OR ANY OF ITS AFFILIATES, (2) AS TO THE ACCURACY, MATERIALITY OR COMPLETENESS OF ANY DATA OR RECORDS MADE AVAILABLE TO ASSIGNEE WITH RESPECT TO THE ASSETS, OR (3) CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE ASSETS, OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, OR THE PRODUCT PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FROM THE SALE OF ANY SUCH HYDROCARBONS AND (C) ANY SEISMIC ACTIVITY RESULTING FROM OR ATTRIBUTABLE TO WATER INJECTION, HYDRAULIC FRACTURING OR OTHER OPERATIONS WITH RESPECT TO THE ASSETS.

This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, assigns, successors and transferees.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others to Assignor heretofore given or made in respect of the Assets or any part thereof (but excluding covenants and warranties made by Assignor other than those set forth in the Purchase Agreement and the other Transaction Documents).

This Assignment shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

Each Party consents to personal jurisdiction in any action brought in the United States federal and state courts located in the State of Texas with respect to any dispute, claim or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties agrees that any action with respect to any such dispute, controversy, or claim will be determined exclusively in a state or federal district court located in Harris County, Texas. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS ASSIGNMENT

BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

EACH OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

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 Las Animas County, Colorado, the county in which all of the Assets are located. This Assignment is intended to be recorded and filed of record.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

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