

Assignment and Bill of Sale

This Assignment and Bill of Sale (this "Assignment"), effective as of May 1st, 2019 7:00 a.m. Mountain Time (the "Effective Time"), is by and between HighPoint Operating Corporation, a Delaware corporation ("Assignor"), with an address of 555 17th Street, Suite 3700, Denver, Colorado 80202, and K.P. Kauffman Company, Inc., a California corporation ("Assignee"), with an address of 1675 Broadway, Suite 2800, Denver, CO 80202. Assignor and Assignee are each a "Party" and collectively are the "Parties."

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, bargains, sells, conveys, assigns, transfers, and delivers unto Assignee all of Assignor's right, title, and interest in and to the following (collectively, the "Assets"):

(a) the oil, gas and other mineral leases described on Exhibit A-1, including without limitation, any and all overriding royalty interests, royalty interests, non-working or carried interests, operating rights, and other rights and interests in the oil, gas and other mineral leases described on Exhibit A-1 (collectively referred to as the "Leases" or, singularly, as a "Lease"), insofar and only insofar as such Leases cover and relate to the lands described on Exhibit A-1 (the "Lands"), and all oil, gas, associated liquids, other hydrocarbons and other lease substances ("Hydrocarbons") that may be produced and saved from the Leases and from any lands pooled, communitized, or unitized therewith (the Leases, the Lands, and the Hydrocarbons described above and the Wells described below being collectively referred to as the "Hydrocarbon Interests" or, singularly, a "Hydrocarbon Interest");

(b) all easements, rights-of-way, servitudes, surface leases, surface use agreements, water disposal or handling agreements, agreements pertaining to water wells, and other rights or agreements related to the use of the surface and subsurface, in each case to the extent used or held for use in connection with the ownership, use or operation of the Hydrocarbon Interests, recorded or unrecorded, including those described on Exhibit A-2 (collectively, the "Surface Agreements");

(c) to the extent assignable or transferable, all permits, licenses, franchises, consents, approvals, and other similar rights and privileges, in each case to the extent used or held for use in connection with the ownership, use or operation of the Hydrocarbon Interests (collectively, the "Permits");

(d) all wells located on the Leases or the Lands or on lands pooled, communitized, or unitized therewith, whether producing, shut in, or abandoned, and whether for production, produced water injection or disposal, monitoring, or otherwise, including but not limited to those wells described on Exhibit B, together with all of Assignor's interests within the spacing, producing, federal exploratory, enhanced recovery, or governmentally prescribed unit attended to the wells (collectively, the "Wells"), and all equipment, machinery, fixtures, spare parts, inventory, and other personal property (including Assignor's leasehold interests therein) used or held for use in connection with the operation of the Hydrocarbon Interests or in connection with the production, treatment, compression, gathering, transportation, sale, or disposal of Hydrocarbons and any water, by-products, or waste produced therewith or otherwise attributable thereto produced from or

attributable to the Hydrocarbon Interests, including all wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials and supplies used in connection with the Hydrocarbon Interests (collectively, the "Equipment");

(e) to the extent assignable or transferable, (i) all contracts, agreements, equipment leases, production sales and marketing contracts, farm-out and farm-in agreements, operating agreements, unit agreements, gas marketing, gas gathering, processing and transportation agreements, and (ii) equipment leases and rental contracts, and other contracts, agreements, and arrangements relating to the Assets, including the contracts listed on Exhibit D of the Agreement (as defined below), insofar as they directly relate to the Assets described in paragraphs (a) through (d) above (collectively, the "Contracts"), provided, however, that the term "Contracts" shall not include the Leases and the Surface Agreements; and

(f) all files, records, and data relating to the items described in paragraphs (a) through (e) above, maintained by Assignor, including the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents (including correspondence), records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal and Colorado Income Tax Returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts, and other records, all geologic maps, including any interpretations, analyses and reports related thereto, but excluding from the foregoing all seismic data licensed from any third party and those files, records, and data subject to written unaffiliated third-party contractual restrictions on disclosure or transfer for which no consent to disclose or transfer has been received, or to the extent such disclosure or transfer is subjected to payment of a fee or other consideration for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable (subject to such exclusions, the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions.

A. No Warranty. EXCEPT FOR ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

B. Subrogation. Assignor and Assignee hereby waive for themselves and their successors and assigns, including their insurers, any right to subrogation for Claims for which each of them is respectively liable or against which each respectively indemnifies the other, and, if required by applicable policies, Assignor and Assignee shall waive such subrogation from their respective insurers.

C. Assumption
AGREEMENT, ASSIGN
ALL EXPRESS AND I
OBLIGATIONS, AND L
PERMITS, AND CONTI

D. Successors
Assignor and Assignee and
covenant running with the

E. Government
be executed on officially a
satisfy applicable statutory
contain all of the terms of t
are the same, and not in ad
and exclusions set forth und
the terms of this Assignme
the Assets, the terms of thi

F. Entire Agree
other prior written or oral a
and Assignee dated May 1
If there is a conflict betwe
terms of the Agreement w
that the terms of the Agree
agreements between the Pa
in this Assignment have the

G. Disclaimers
and warranties of Assign
other representations an
statutory. ASSIGNEE A
ASSIGNOR HEREBY I
HEREBY EXPRESSLY
EXPRESS, IMPLIED,
RELATING TO (a) PE
DECLINE RATES, OR T
OF HYDROCARBONS.
ACCURACY, COMPLE
INFORMATION, DATA
ANY INTERPRETATIC
MATERIALS (WRITTE
HERETOFORE OR HER
ASSIGNOR, AND (c)
CONDITION OF THE
ASSIGNOR THAT ASSI

SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES.

H. NORM/TENORM. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS, PRODUCING TECHNICALLY-ENHANCED NORM ("TENORM"). THE ASSETS SUBJECT TO THIS ASSIGNMENT MAY HAVE LEVELS OF NORM/TENORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF. THEREFORE, ASSIGNEE MAY NEED TO, AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

I. "AS IS, WHERE IS" PURCHASE. EXCEPT AS EXPRESSLY PROVIDED IN THIS ASSIGNMENT, ASSIGNEE SHALL ACQUIRE THE ASSETS IN AN "AS IS, WHERE IS" CONDITION AND SHALL ASSUME ALL RISKS THAT THE ASSETS MAY CONTAIN WASTE MATERIALS (WHETHER TOXIC, HAZARDOUS, EXTREMELY HAZARDOUS OR OTHERWISE) OR OTHER ADVERSE PHYSICAL CONDITIONS, INCLUDING THE PRESENCE OF UNKNOWN ABANDONED OIL AND GAS WELLS, WATER WELLS, SUMPS, PITS, PIPELINES OR OTHER WASTE OR SPILL SITES WHICH MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION. AT AND AFTER THE CLOSING, ALL RESPONSIBILITY AND LIABILITY RELATED TO ALL SUCH CONDITIONS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WILL BE TRANSFERRED FROM ASSIGNOR TO ASSIGNEE, REGARDLESS OF WHEN THE RESPONSIBILITY AND LIABILITY AROSE. ALL ENVIRONMENTAL CONDITIONS NOT RAISED PRIOR TO CLOSING SHALL BE WAIVED BY ASSIGNEE FOR ALL PURPOSES, AND ASSIGNEE SHALL HAVE NO RIGHT TO MAKE A CLAIM AGAINST ASSIGNOR, LEGAL, MONETARY OR OTHERWISE, OR SEEK INDEMNIFICATION FROM ASSIGNOR ASSOCIATED WITH THE SAME.

J. Further Assurances. The Parties agree to and shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the assignment and conveyance contemplated by this Assignment in accordance with the terms of this Assignment and the Agreement.

K. Governing Law. This Assignment and the legal relations between the Parties shall be governed and construed in accordance with the laws of the State of Colorado.

L. 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 Assets are located.

M. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original. Fax or .pdf signatures shall be considered binding.

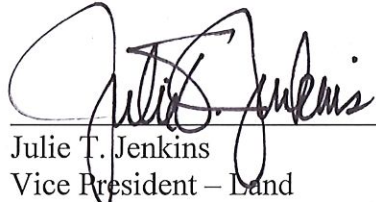
N. Amendment and Waiver. No supplement, amendment, alteration, modification, or waiver of this Assignment shall be binding unless executed in writing by each of the Parties and specifically referencing this Assignment. No waiver of any provision of this Assignment shall be deemed or shall constitute a waiver of any other provision of this Assignment (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any such waiver shall be in writing.

[Remainder of page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Time.

ASSIGNOR:

HIGHPOINT OPERATING CORPORATION

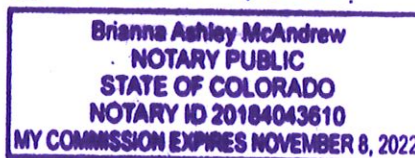
By: 
Name: Julie T. Jenkins
Title: Vice President – Land

Acknowledgement

STATE OF COLORADO §
CITY AND §§
COUNTY OF DENVER §

This instrument was acknowledged before me this 1st day of May, 2019, by Julie T. Jenkins, as Vice President – Land of HighPoint Operating Corporation, a Delaware corporation, on behalf of the company.





IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Time.

ASSIGNEE:

K.P. KAUFFMAN COMPANY, INC.

By: 
Name: Jeffrey V. Kauffman
Title: President

Acknowledgement

STATE OF COLORADO §
 CITY AND §§
COUNTY OF DENVER §

This instrument was acknowledged before me this 1st day of May, 2019, by Jeffrey V. Kauffman, as President of K.P. Kauffman Company, Inc., a California corporation, on behalf of the corporation.



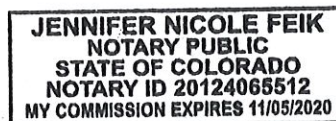


Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15517	ST OF CO 89/6113-B	HOBE INC OF WYOMING	6/15/1989	6/15/1989	2184950	WELD	CO	T3N - R62W SEC 11: E/2SW/4
CO15518	ST OF CO 89/1205-B	RONALD ROWLAND	11/23/1993	11/23/1993	2362385	WELD	CO	T3N - R62W SEC 14: NW/4
CO15519	VIRGINIA P HUTCHINSON	HS RESOURCES INC	4/15/1994	6/23/1999	2395861	WELD	CO	T3N - R61W SEC 2: SW/4 SEC 3: W/2 SEC 4: ALL SEC 9: ALL SEC 10: SW/4, W/2SE/4 SEC 11: ALL SEC 14: ALL THAT PART OF THE SECTION LYING NORTH OF HIGHWAY NO. 6 SEC 17: N/2 SEC 18: S/2, S/2NE/4, SE/4NW/4 T3N - R62W SEC 11: E/2NW/4, SW/4NE/4 SEC 13: SE/4, SW/4SW/4 SEC 14: S/2
CO15520	JOHN S PAINTER	HS RESOURCES INC	4/15/1994	6/23/1999	2395862	WELD	CO	T3N - R61W SEC 2: SW/4 SEC 3: W/2 SEC 4: ALL SEC 9: ALL SEC 10: SW/4, W/2SE/4 SEC 11: ALL SEC 14: ALL THAT PART OF THE SECTION LYING NORTH OF HIGHWAY NO. 6 SEC 17: N/2 SEC 18: S/2, S/2NE/4, SE/4NW/4 T3N - R62W SEC 11: E/2NW/4, SW/4NE/4 SEC 13: SE/4, SW/4SW/4 SEC 14: S/2
CO15521	LOST CREEK LAND AND CATTLE CO	HS RESOURCES INC	4/25/1994	6/24/1994	2395860	WELD	CO	T3N - R61W SEC 17: N/2 T3N - R62W SEC 11: E/2NW/4, SW/4NE/4 SEC 14: S/2
CO15522	ST OF CO 72/2165-S	AMOCO PRODUCTION COMPANY	9/2/1972	12/16/1975	1387409	WELD	CO	T3N - R62W SEC 33: N/2NW/4, SW/4NW/4
CO15523	HOBE MINERALS LLC	HOBE INC	12/1/1993	12/1/1993	2368401	WELD	CO	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T3N - R62W SEC 29: SE/4SE/4 - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE OF THE HRR LOST CREEK 16-29
CO15524	ST OF CO 1248-10	HILLCORP ENERGY LP	10/1/2005	1/17/1985	11/17/1990	3763975	WELD	T3N - R62W SEC 32: NE/4, NE/4SW/4
CO15525	ST OF CO 79/4037-S	ENERGY MINERALS CORPORATION	1/17/1979	1/17/1979	1/17/1984	1854352	WELD	T3N - R61W SEC 36: ALL - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE OF THE LOST CREEK STATE 1 AND LOST CREEK STATE 7 WELLS.
CO15526	ST OF CO 70/6065-S	EQUITY OIL COMPANY	5/20/1970	5/20/1970	5419/1980	1894588	WELD	T3N - R61W SEC 2: LOTS 1-4, E/2W/2, E/2
CO15527	ST OF CO 70/7817-S	TERBA RESOURCES INC	4/6/1970	11/20/1968	11/19/1973	1645172	WELD	CO SEC 12: ALL
CO15528	ST OF CO 79/4035-S	TAYLOR-SCOTT A PARTNERSHIP	1/17/1979	1/17/1979	1/16/1984	2218331	WELD	CO SEC 26: ALL - INSOFAR AND ONLY INSOFAR AS TO THE WELLBORE OF THE STATE 26-2
CO15529	GEORGE F CASE ET UX	J R DRILLING & EXPLORATION CO INC	11/6/1978	11/6/1978	11/5/1979	1772073	WELD	CO INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL SEC 8: LOT 2(40.13), 3(40.07), 4(40.07), 5(40.42), 6(40.18), 7(95.92), E/2SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4 T3N - R62W SEC 1: LOT 1(80.11), LOT 2(80.51), S/2N/2, SW/4 SEC 2: LOT 1(80.11), LOT 2(80.51), S/2N/2, SW/4 SEC 3: LOT 1(81.82), S/2NE/4, SE/4, SE/4NW/4 T3N - R61W INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: SEC 8: ALL SEC 6: LOT 2(40.13), 3(40.07), 4(40.07), 5(40.42), 6(40.18), 7(95.92), E/2SW/4, SW/4NE/4, SE/4NW/4, W/2SE/4 T3N - R62W SEC 1: LOT 1(80.11), LOT 2(80.51), S/2N/2, SW/4 SEC 2: LOT 1(80.11), LOT 2(80.51), S/2N/2, SW/4 SEC 3: LOT 1(81.82), S/2NE/4, SE/4, SE/4NW/4

[illegible]

HPOC Lease	Lessor	Lessee	Lease Date	Eff Date	Exp Date	Entry	County	State	Legal Description
COL1542	GENEVA GALBRAITH	ENERGY MINERALS CORPORATION	5/17/1979	1/1/1979	12/31/1979	1798664	WELD	CO	T3N - R61W SEC 6: LOTS 2-7, E/2SW/4, SE/4NW/4, SW/4NE/4, W/2SW/4 SEC 8: ALL T3N - R62W SEC 1: NE/4, W/2 SEC 2: N/2, SW/4 SEC 3: E/2, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1543	SHIRLEY W NEWMAN ET AL	ENERGY MINERALS CORPORATION	8/27/1979	1/1/1979	12/31/1979	1803948	WELD	CO	T3N-R61W SEC 6: LOTS 2-7, E/2SW/4, SE/4NW/4, SW/4NE/4, W/2SE/4 SEC 8: ALL T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1544	THELMA VON HAZMEURG ET AL	BUFFALO OIL CORPORATION	5/18/1978	5/18/1978	5/17/1979	1760914	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1545	MILTON E PARKER	PAUL S REEP	2/13/1979	2/13/1979	2/12/1980	1785980	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1546	BEN J PARKER JR	PAUL S REEP	2/13/1978	2/13/1978	2/12/1980	1785144	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1547	K C FORCADE	PAUL S REEP	2/13/1979	2/13/1979	2/12/1980	1785147	WELD	CO	T3N - R62W SEC 1: N/2, SW/4 SEC 2: NE/4 T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1548	LOIS RUSSELL	ENERGY MINERALS CORPORATION	8/27/1979	1/1/1979	12/31/1979	1803943	WELD	CO	T3N-R61W SEC 6: LOTS 2-7, E/2SW/4, SE/4NW/4, SW/4NE/4, W/2SE/4 SEC 8: ALL T3N - R62W SEC 1: LOTS 1, 2, S/2N/2, SW/4 SEC 2: LOTS 1, 2, S/2N/2, SW/4 SEC 3: LOT 1, S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1549	HERBERT E ARMITAGE TRUST	J R DRILLING & EXPLORATION CO INC	1/25/1979	1/25/1979	1/24/1980	1784914	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1550	G R BRANNARD JR	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/24/1979	1/23/1980	1781281	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1551	GLADYS M CONNORS	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/24/1979	1/23/1980	1780989	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1552	LE DEACON	J R DRILLING & EXPLORATION CO INC	1/25/1979	1/25/1979	1/24/1980	1781956	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1553	FRANK M JACOBSON	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/24/1979	1/23/1980	1780928	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:
COL1554	GEORGE C LISJUMI ET AL	J R DRILLING & EXPLORATION CO INC	2/5/1979	2/5/1979	2/4/1980	1784913	WELD	CO	T3N - R61W SEC 8: ALL T3N - R62W SEC 2: LOT 1(80.83), LOT 2(81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS:

Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15555	AINOLD B NELSON	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/23/1980	1780229	WELD	CO	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL
CO15556	FRANK J SNYDER	J R DRILLING & EXPLORATION CO INC	1/24/1979	1/23/1980	1780067	WELD	CO	SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL
CO15557	TED P STOCKMAR	J R DRILLING & EXPLORATION CO INC	1/25/1979	1/24/1980	1780330	WELD	CO	T3N - R62W SEC 2: LOT 1 (80.83), LOT 2 (81.19) ADA N/2N/2, S/2N/2, SW/4 SEC 3: LOT 1 (81.82), S/2NE/4, SE/4, SE/4NW/4 INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE FOLLOWING LANDS: T3N - R61W SEC 8: ALL
CO15558	EUGENE DINES	ENERGY MINERALS CORPORATION	4/9/1979	4/9/1979	1780231	WELD	CO	T3N - R61W SEC 8: ALL
CO15559	MILTON PARKER	ENERGY MINERALS CORPORATION	2/15/1989	2/15/1989	4/14/1989	2171881	WELD	T3N - R62W SEC 2: LOTS 1, 2, S/2N/2, SW
CO15560	BEN PARKER	ENERGY MINERALS CORPORATION	2/15/1989	2/15/1989	3/24/1989	2173314	WELD	T3N - R61W SEC 8: ALL
CO15561	KIRK C FORCADE	ENERGY MINERALS CORPORATION	2/15/1989	2/15/1989	4/14/1989	2171882	WELD	T3N - R61W SEC 8: ALL
CO15562	ANNE KRAUSE SEYMIED ET AL	ENERGY MINERALS CORPORATION	1/16/1989	1/16/1989	1/17/1990	2171883	WELD	T3N - R61W SEC 8: ALL
CO15563	VERA M SCHNEIDER	E B O'HARA	1/8/1971	1/8/1971	1771981	1980290	WELD	SEC 8: SW/4 SEC 5: SW/4
CO15564	MRS MARY E BEAGHLER	E B O'HARA	2/24/1972	2/24/1972	2/23/1982	1985164	WELD	SEC 8: LOT 1 (80.19), E/2SE/4, SE/4NE/4 SEC 5: S/2N/2, SE/4
CO15573	ST OF CO 84/9946-S	QUINOCO PETROLEUM INC	9/24/1984	11/20/1984	11/19/1988	4430921	WELD	T3N - R62W SEC 32: E/2SE/4
CO15761	ST OF CO 99/1217-S	MEANY LAND AND EXPLORATION	11/23/1993	11/23/1993	11/22/1998	2384940	WELD	T3N - R62W SEC 29: SE/4SW/4, NW/4SE/4
CO15565	UNION PACIFIC RESOURCES CO	ENERGY MINERALS CORPORATION	7/1/1992	7/1/1992	6/30/1993	2329474	WELD	T3N - R64W SEC 25: NE/4
CO15568	PAUL F FRANSEN ET UX	DONALD S CHILDS	11/7/1969	11/7/1969	11/6/1979	1539821	WELD	T3N - R62W SEC 29: E/2NE/4, W/2NE/4
CO15569	JANICE R DINNER	GRIFFIN MANAGEMENT 2001 LLC	11/24/2003	11/24/2003	11/23/2004	3133301	WELD	T3N - R63W SEC 3: LOT 2 (81.35), S/2NW/4
CO15570	JULIUS A PLUS ET UX	AMSCO PRODUCTION COMPANY	12/20/1977	12/20/1977	12/19/1977	1741681	WELD	T3N - R64W SEC 4: NW/4NW/4
CO15571	U S ASBANK FCB	GRIFFIN MANAGEMENT 2001 LLC	12/8/2003	12/8/2003	12/7/2004	3139872	WELD	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T3N - R64W SEC 24: NE/4
CO15572	WILLIAM H BELL ET UX	GRIFFIN MANAGEMENT 2001 LLC	12/8/2003	12/8/2003	12/8/2004	3133900	WELD	T3N - R64W SEC 24: NE/4, LESS LOT A (4.89AC) AND LOT B (5.74AC) AS DESCRIBED IN 2856290 OF COUNTY RECORDS OF WELD CO, COLORADO
CO15574	HOBE MINERALS LLC	TRINITY ENERGY CORPORATION	2/10/2004	2/10/2004	2/9/2005	3160577	WELD	T3N - R62W SEC 9: NE/4
CO15575	VICTOR R KLEIN ET UX	CHARTER EXPLORATION AND PRODUCTION COMPANY	1/30/1976	1/30/1976	1/29/1979	1685195	WELD	T3N - R62W SEC 9: SE/4
CO15576	MOLLY ZIMBELMAN ET AL	CHARTER EXPLORATION AND PRODUCTION COMPANY	1/30/1976	1/30/1976	1/29/1979	1685196	WELD	T3N - R62W SEC 9: SE/4
CO15577	WILLIAM H BELL ET UX	MORMAC OIL & GAS CO	3/1/1981	3/1/1981	2/28/1983	1654477	WELD	T3N - R63W SEC 16: E/2SW/4, LEGAL (W/2SW/4)
CO15579	ABBOTT LAND COMPANY	JAMES A SMITH	12/1/1992	12/1/1992	2/28/1993	2313479	WELD	T3N - R64W SEC 26: SW/4SW/4
CO15581	ALVIN W SWINK	ZIMBELMAN CORP LTD	1/24/1981	1/24/1981	1/13/1983	1848163	WELD	T3N - R64W SEC 34: W/2
CO15582	LEONARD BAUMGARTNER	ZIMBELMAN CORP LTD	1/12/1981	1/12/1981	1/11/1983	1948929	WELD	T3N - R64W SEC 34: W/2
CO15583	COLORADO NAT'L OF GRACE BOSKY	ZIMBELMAN CORP LTD	1/12/1981	1/12/1981	1/11/1983	1980069	WELD	T3N - R64W SEC 34: W/2
CO15584	ABBOTT FARMS INC	GRIFFIN PETROLEUM CORPORATION	2/17/1981	2/17/1981	2/16/1981	1850116	WELD	T3N - R64W SEC 34: W/2

Exhibit A-1
Leases and Lands

[illegible]

Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15617	POUDRE VALLEY CREAMERY COMPANY	H/S RESOURCES INC	12/18/1995	12/18/1995	12/17/1996	WELD	CO	T2N - R62W SEC 35: NW/4NW/4 - INSO FAR AND ONLY INSO FAR AS TO THE WELLBORE ONLY OF THE GORGES #1
CO15618	KLAUNER INC	WALTER E OHMART JR	2/1/1975	2/1/1975	2/1/1980	WELD	CO	T2N - R62W SEC 27: NW/4
CO15619	GERALD E SIGG ET UX	ENERGY MINERALS CORPORATION	1/5/1977	1/5/1977	1/4/1980	WELD	CO	T2N - R62W SEC 20: SE/4
CO15620	BLANCHE M PRESTON	ENERGY MINERALS CORPORATION	1/5/1990	1/5/1990	1/4/1994	WELD	CO	T2N - R62W SEC 17: SW/4 SEC 20: NW/4 SEC 20: NW/4
CO15621	E B O'HARA AND RITA A O'HARA	HOBE INC OF WYOMING	2/16/1990	2/16/1990	2/15/1991	WELD	CO	T2N - R62W SEC 20: NW/4
CO15622	HOBE MINERALS LTD LIABILITY CO	HOBE INC	11/10/1993	11/10/1993	11/9/1998	WELD	CO	T2N - R62W SEC 17: SW/4
CO15623	ESTATE OF GRANT KINSORE	G L WICKLAND	11/9/1964	11/9/1964	11/8/1965	WELD	CO	INSO FAR AND ONLY INSO FAR AS T1N - R63W SEC 21: SE/4NE/4
CO15624	DEBORAH BARNES	CRYSTAL EXPLORATION AND PRODUCTION COMPANY	1/9/1978	1/9/1978	1/8/1983	WELD	CO	T1N - R63W SEC 11: SE/4
CO15625	M A SHOENEMAN ET UX	J R DRILLING & EXPLORATION CO INC	5/24/1978	5/24/1978	5/23/1979	WELD	CO	T1N - R63W SEC 11: SE/4
CO15626	RAYMOND T BARNES III TRUST	CRYSTAL EXPLORATION AND PRODUCTION COMPANY	1/8/1978	1/9/1978	1/8/1983	WELD	CO	T1N - R63W SEC 11: SE/4
CO15627	IVAN L ANDREWS ET UX	CHARTER EXPLORATION AND PRODUCTION COMPANY	11/30/1974	11/30/1974	11/29/1979	WELD	CO	T1N - R63W SEC 11: SE/4
CO15628	DANIEL TRUPP ET UX	TEXACO INC	10/26/1971	10/26/1971	10/25/1976	WELD	CO	T1N - R63W SEC 22: SW/4
CO15629	HERMAN HUWA ET AL	J R DRILLING & EXPLORATION CO INC	3/18/1978	3/18/1978	6/17/1978	WELD	CO	INSO FAR AND ONLY INSO FAR AS T1N - R63W SEC 21: NW/2SE/4
CO15630	MARY LOUISE NORENG	BUFFALO OIL & GAS INC	8/18/1977	8/18/1977	8/17/1980	WELD	CO	T1N - R63W SEC 21: NW/2SE/4
CO15631	M A SHOENEMAN ET UX	CHARTER EXPLORATION AND PRODUCTION COMPANY	2/5/1976	2/5/1976	2/4/1978	WELD	CO	T2N - R62W SEC 21: E/2, EXCLUDING A 10 ACRE TRACT LOCATED IN THE SE/4SE/4
CO15637	JAMES H COOPER	DONALD S CHILDS	1/1/1970	1/1/1970	1/1/1980	WELD	CO	T2N - R62W SEC 20: E/2NE/4
CO15638	CLEMENT BUCHHOLZ	RAYMOND CHORNEY	7/27/1968	7/27/1968	7/26/1978	WELD	CO	T2N - R62W SEC 31: N/2 LESS 10 ACRES ALL THAT PART OF THE NW/4 COMMENCING AT THE NW CORNER OF SECTION 31; THENCE SOUTH ALONG THE WEST SECTION LINE A DISTANCE OF 1.386 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SECTION A DISTANCE OF 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SECTION TO THE NORTH LINE A DISTANCE OF 1.386 FEET; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.
CO15639	SARGENT FARMS INC	J R DRILLING & EXPLORATION CO INC	1/30/1978	1/30/1978	1/29/1979	WELD	CO	T2N - R62W SEC 31: ALL THAT PART OF THE NW/4 OF SEC 31, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SECTION, THENCE SOUTH ALONG THE WEST SECTION LINE OF SAID SECTION A DISTANCE OF 1.386 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION A DISTANCE OF 330 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION A DISTANCE OF 1.386 FEET, THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 1000 ACRES, M/L
CO15640	LYLE V COCKSEY ET AL	CHARTER EXPLORATION AND DEVELOPMENT COMPANY	2/21/1975	2/21/1975	2/20/1977	WELD	CO	T1N - R63W SEC 21: E/2SE/4
CO15641	MILES MILAN ET UX	ENERGY MINERALS CORPORATION	4/28/1977	6/30/1977	6/29/1979	WELD	CO	T2N - R62W SEC 21: THE EAST 180 FEET OF THE SE/4
CO15642	VALLE DELL HENDERSON	MORMAC OIL GAS CO	1/5/1981	1/5/1981	1/4/1984	WELD	CO	T1N - R64W SEC 32: E/2 SEC 34: NE/4
CO15651	MICHAEL J COAN	CONTEX ENERGY COMPANY	1/1/1994	1/1/1994	1/1/1998	WELD	CO	T1N - R64W SEC 34: SE/4
CO15653	MURIEL S HANLEY ET AL	MEL C BEDINGER	1/4/1965	1/4/1965	1/3/1975	WELD	CO	T2N - R62W SEC 8: W/2 EXCEPT A TRACT IN S/2SW/4 SEC 8: W/2SE/4, SE/4NW/4
CO15654	HAROLD C PRESTON ET UX	BEAVER MESE EXPLORATION CO	9/17/1970	9/17/1970	9/16/1980	WELD	CO	T2N - R62W SEC 18: SE/4 SEC 15: NE/4
CO15655	MURIEL S HANLEY ET AL	DAVID LOTT	8/27/1969	8/27/1969	8/26/1974	WELD	CO	R2N - T62W SEC 8: NE/4 SEC 18: E/2

Exhibit A-1
Leases and Lands

HPOC Lease	Lessor	Lessee	Lease Date	Exp Date	Entry	County	State	Legal Description
CO15586	VERNON H. PRESTON ET UX	LEON ZIMBELMAN	9/28/1970	9/27/1975	1380245	WELD	CO	INSOFAR AND ONLY INSOFAR AS T2N - R62W
								TRACT OF LAND IN THE SW/4 SECTION 8 AND SE/4 SECTION 7 DESCRIBED AS BEGINNING AT THE SOUTH CORNER SECTION 8; THENCE WEST ALONG THE SOUTH LINES OF SECTIONS 7 AND 8 4402 FEET TO A POINT 3920 FEET EAST OF SW CORNER SECTION 7; THENCE NORTH 990 FEET; THENCE EAST 3994.5 FEET; THENCE NORTH 26 DEGREES 25 FEET EAST 182.5 FEET; THENCE NORTH 77 DEGREES 39 FEET EAST 9442.5 FEET TO POINT ON N & 3 CENTERLINE SECTION 8; THENCE SOUTH 1209 FEET TO POINT OF BEGINNING CONTAINING 101.5 ACRES, MORE OR LESS
CO15589	GERALD E SIGGS ET UX	J MICHAEL MCGHEE	9/23/1993	9/22/1998	2371232	WELD	CO	T2N - R62W
CO15580	UNION PACIFIC LAND RES CORP	UNITED STATES EXPLORATION INC	12/20/2000	12/20/2000	121121001	2882093	WELD	CO T1N - R63W
CO15581	RME LAND CORP	UNITED STATES EXPLORATION INC	7/21/2001	7/21/2001	23811641	WELD	CO	T1N - R63W
CO15575	SHELDON E HENDERSON FANT TR	DORION LAND SERVICES	3/22/2007	3/22/2007	3468753	WELD	CO	T1N - R64W
CO15576	SHELLANE D HENDERSON TRUST	DOIRON LAND SERVICES	3/22/2007	3/22/2007	3468752	WELD	CO	T1N - R64W
CO15578	ANADARKO E&P CO LP ET AL	NOBLE ENERGY INC	8/1/2009	8/1/2009	3468727	WELD	CO	T1N - R64W
CO15579	UNION PACIFIC LAND RES CORP	UNITED STATES EXPLORATION INC	11/16/2000	12/1/2000	11302001	2882092	WELD	CO T1N - R63W
CO15568	RMAE PETROLEUM COMPANY	UNITED STATES EXPLORATION INC	6/10/2002	6/10/2002	2379425	WELD	CO	T1N - R63W
CO15569	RUTH C BOUNDS	BLUE CREEK INC	6/10/2002	6/10/2002	2350706	WELD	CO	T2N - R63W
CO15700	ANNE LAURIE CHARLTON TRUST	BLUE CREEK INC	3/22/1996	3/22/1996	2350707	WELD	CO	T2N - R63W
CO15701	ALFRED R CUYKENDALL	BLUE CREEK INC	3/22/1996	3/22/1996	2350704	WELD	CO	T2N - R63W
CO15702	CUYKENDALL FAMILY TRUST	BLUE CREEK INC	3/22/1996	3/22/1996	2350708	WELD	CO	T2N - R63W
CO15703	HELEN S CUYKENDALL	BLUE CREEK INC	3/22/1996	3/22/1996	2350703	WELD	CO	T2N - R63W
CO15704	PAUL R CUYKENDALL TRUST B	BLUE CREEK INC	3/22/1996	3/22/1996	2350702	WELD	CO	T2N - R63W
CO15705	JOHN CUYKENDALL	RED HORSE OIL GAS LTD	10/28/1971	10/28/1971	1385586	WELD	CO	T2N - R63W
CO15706	LUANN OF CHAINA LAKE INC	GRIFFIN OIL & GAS	7/16/1973	7/16/1973	1619601	WELD	CO	T2N - R63W
CO15707	JULIUS PLUSS & BRUCE KAUFFMAN	DJ PRODUCTION SERVICES	1/1/1997	1/1/1997	2335955	WELD	CO	T2N - R63W
CO15708	JULIUS PLUSS & BRUCE KAUFFMAN	DJ PRODUCTION SERVICES	1/1/1997	1/1/1997	2335956	WELD	CO	T2N - R63W

Exhibit A-2
Surface Agreements

Contract Name	Grantor	Grantee	Effective Date	Entry	County	State	Legal Description/Well Name
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	1/1/1995	2448594	Weld	CO	HSR Lost Creek State 3-14 HSR Lost Creek State 6-14 HSR Lost Creek 14-11
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	11/22/1994	2422007	Weld	CO	HSR Lost Creek 12-14
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	9/16/1994	2414180	Weld	CO	HSR Lost Creek 12-14
Surface Use Agreement	Triple B Ranch, Inc.	HS Resources, Inc.	3/8/1994	Unrecorded	Weld	CO	Ralph A-1
Surface Use Agreement	Sheldon E. Henderson, Trustor	Dolton Land Services	4/4/2007	3488751	Weld	CO	Bosky PC 222-14
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	9/10/1987	2585883	Weld	CO	HSR Lost Creek 16-29
Surface Use Agreement	Lost Creek Land and Cattle Company	HS Resources, Inc.	3/20/1998	2730889	Weld	CO	HSR Hoba State 2-32 HSR Lost Creek State 1-32
Pipeline Right-of-Way	Anne Krause Seyfried and the Northern Corporation	Snyder Operating Partnership, LP	10/4/1988	2161097	Weld	CO	Seyfried #2, Parmlee #3

Exhibit B
Wells

HPOC Well Number	API #	Well Name	QQ	Sec	Twp	Rng	Form.	Operator
19678	05-123-13602	Anne State #6	NWSE	7	3N	61W	D Sand	HighPoint Operating Corporation
19709	05-123-11061	BBR Abbott Farms 22-34	SENE	34	1N	64W	D Sand	HighPoint Operating Corporation
19636	05-123-08377	Bixby 42-2	SENE	2	1N	63W	D Sand	HighPoint Operating Corporation
19728	05-123-14570	Blanche #1	NWNW	20	2N	62W	J Sand	HighPoint Operating Corporation
19694	05-123-34871	Bosky PC Z22-14	SESW	22	1N	64W	Dakota	HighPoint Operating Corporation
19692	05-123-23111	Brnak 33-13	NWSE	13	1N	64W	J Sand	HighPoint Operating Corporation
19687	05-123-11245	Carla #1	SWSW	20	1N	63W	J Sand	HighPoint Operating Corporation
19684	05-123-10620	Carol Bell #1	SWSW	18	1N	63W	J Sand	HighPoint Operating Corporation
19680	05-123-09072	Champlin 367 Amoco #1	SESE	5	1N	63W	J Sand	HighPoint Operating Corporation
19708.1	05-123-10577	Champlin 501 B #1	NESE	33	1N	64W	D & J Sand	HighPoint Operating Corporation
19737	05-123-09495	Clem #1	CNW	31	2N	62W	J Sand	HighPoint Operating Corporation
19683	05-123-20683	Coan 17-33	NWSE	17	1N	63W	J Sand	HighPoint Operating Corporation
19710	05-123-18237	Coan 34-15L4	SWSE	34	1N	64W	J Sand	HighPoint Operating Corporation
19729	05-123-09246	Cooper #1	SENE	20	2N	62W	J Sand	HighPoint Operating Corporation
19740	05-13-08218	Cuykendall C #3	NWNE	24	2N	63W	J Sand	HighPoint Operating Corporation
19712	05-123-10420	Doris 12-34	SWNW	34	1N	64W	D Sand	HighPoint Operating Corporation
19713	05-123-10586	Dottie #1	NWNW	34	1N	64W	J Sand	HighPoint Operating Corporation
19696	05-123-21935	Gillyin #1	NWNE	24	1N	64W	JSND	HighPoint Operating Corporation
19676	05-123-13656	Gordon #1	NWSE	5	3N	61W	D & J Sand	HighPoint Operating Corporation
19739	05-123-10022	Gorges #1	NWSW	33	2N	62W	J Sand	HighPoint Operating Corporation
19724	05-123-18134	HSR Church 14-17	SESW	17	2N	62W	Dakota	HighPoint Operating Corporation
19614	05-123-18019	HSR-Anne State 9-7	NESE	7	3N	61W	D & J Sand	HighPoint Operating Corporation
19625	05-123-18355	HSR-Hobe State 2-32	NWNE	32	3N	62W	J Sand	HighPoint Operating Corporation
19621	05-123-18545	HSR-Lost Creek 12-14	NWSW	14	3N	62W	Dakota	HighPoint Operating Corporation
19624	05-123-19444	HSR-Lost Creek 16-29	SESE	29	3N	62W	D Sand	HighPoint Operating Corporation
19626	05-123-19589	HSR-Lost Creek State 1-32	NENE	32	3N	62W	D Sand	HighPoint Operating Corporation
19619	05-123-18833	HSR-Lost Creek State 14-11	SESW	11	3N	62W	Dakota	HighPoint Operating Corporation
19622	05-123-18703	HSR-Lost Creek State 3-14	NENW	14	3N	62W	D Sand	HighPoint Operating Corporation
19623	05-123-18704	HSR-Lost Creek State 6-14	SENE	14	3N	62W	D & J Sand	HighPoint Operating Corporation
19633	05-123-05015	Ivan #1	SENE	1	1N	63W	J Sand	HighPoint Operating Corporation
19730	05-123-09413	Jerry #1	SESE	20	2N	62W	J Sand	HighPoint Operating Corporation
19679	05-123-09650	Julian A. Pluss Unit #1	NWNW	4	1N	63W	JSND	HighPoint Operating Corporation
19721	05-123-08831	Klein #1	NWSE	9	2N	62W	J Sand	HighPoint Operating Corporation
19719	05-123-09646	Klein 21-8	NENW	8	2N	62W	J Sand	HighPoint Operating Corporation
19720	05-123-09517	Klein 24-8 (Lanyard Extension)	SESW	8	2N	62W	J Sand	HighPoint Operating Corporation
19639	05-123-21874	Krista 12-3	SWNW	3	1N	63W	JSND	HighPoint Operating Corporation
19688	05-123-11397	Lee #1	SESE	20	1N	63W	J Sand	HighPoint Operating Corporation
19697	05-123-11467	Linda #1	NESE	24	1N	64W	J Sand	HighPoint Operating Corporation
19630	05-123-12913	Lost Creek State #1	SENE	36	4N	62W	D & J Sand	HighPoint Operating Corporation
19631.1	05-123-14528	Lost Creek State #7	SWSW	36	4N	62W	D & J Sand	HighPoint Operating Corporation
19699	05-123-10409	Lucy 14-26	SWSW	26	1N	64W	D Sand	HighPoint Operating Corporation
19707	05-123-10760	Marjorie Steinbeck #1	SESE	32	1N	64W	DSND	HighPoint Operating Corporation
19732	05-123-09320	Mart #1	NWNW	27	2N	62W	J Sand	HighPoint Operating Corporation
19634	05-123-09732	Martin #1	N2SE	1	1N	63W	J Sand	HighPoint Operating Corporation
19635	05-123-09561	Nick #1	NWNE	1	1N	63W	J Sand	HighPoint Operating Corporation
19722	05-123-09231	O'Hara 2-9	NWNE	9	2N	62W	J Sand	HighPoint Operating Corporation
19715	05-123-10330	Opal 14-34 (1)	SWSW	34	1N	64W	D Sand	HighPoint Operating Corporation
19617	05-123-14916	Parmlee #3	SWNW	1	3N	62W	D Sand	HighPoint Operating Corporation
19735	05-123-09384	Paul #1	SENE	29	2N	62W	J Sand	HighPoint Operating Corporation
19725	05-123-09172	Preston 43-18	NESE	18	2N	62W	J Sand	HighPoint Operating Corporation
19727	05-123-08657	Preston O'Hara 32-19	SWNE	19	2N	62W	J Sand	HighPoint Operating Corporation
19698	05-123-15883	Ralph A-1	NWNE	25	1N	64W	J Sand	HighPoint Operating Corporation
19637	05-123-07050	Ray #1	NESW	2	1N	63W	J Sand	HighPoint Operating Corporation
19716	05-123-10728	Sandy Lynn #1	NENE	34	1N	64W	JSND	HighPoint Operating Corporation
19618	05-123-14927	Seyfried #2	NWSW	1	3N	62W	D & J Sand	HighPoint Operating Corporation
19731	05-123-05061	Shoe #1	SWSE	21	2N	62W	J Sand	HighPoint Operating Corporation
19733	05-123-18215	Sigg 28-11K2	NESW	28	2N	62W	J Sand	HighPoint Operating Corporation
19620	05-123-16623	State 2-12	SENE	12	3N	62W	D Sand	HighPoint Operating Corporation
19629.1	05-123-14140	State 26-2	SESE	26	4N	62W	D & J Sand	HighPoint Operating Corporation
19628	05-123-09531	State of CO AJ #1	SWNW	33	3N	62W	JSND	HighPoint Operating Corporation

Exhibit B
Wells

HPOC Well Number	API #	Well Name	QQ	Sec	Twp	Rng	Form.	Operator
19627	05-123-09327	State of Colorado AG #1	NESE	32	3N	62W	JSND	HighPoint Operating Corporation
19638	05-123-09643	Trupp #1	NWSE	2	1N	63W	J Sand	HighPoint Operating Corporation
19686	05-123-11809	UPRR-Lola #1	SESW	19	1N	63W	J Sand	HighPoint Operating Corporation
19677	05-123-09380	Vera #1	NWSW	5	3N	61W	J Sand	HighPoint Operating Corporation
19685	05-123-20114	Gardner 12-19	SWNW	19	1N	63W	J Sand	Great Western Operating Co., LLC
19682	05-123-20113	Prospect Valley 22-9	SENW	9	1N	63W	J Sand	Great Western Operating Co., LLC
19741	05-123-05046	Sargent Farms "A" #1-A	NWSE	25	2N	63W	J Sand	Pape Oilfield Service
19745	05-123-08263	Sargent Farms "B" #2-B	SENE	25	2N	63W	J Sand	Pape Oilfield Service
19689	05-123-11906	UPRR Brnak 33-31	NWSE	31	1N	64W	D Sand	Crimson Exploration Operating, Inc.