

STATE OF NEW MEXICO  
  
COUNTY OF EDDY

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**ASSIGNMENT AND BILL OF SALE**

CIMAREX ENERGY CO., a Delaware corporation and CIMAREX ENERGY CO. OF COLORADO, a Texas corporation (together, “ASSIGNOR”), in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANT, SELL, CONVEY, ASSIGN, AND TRANSFER to COLGATE PRODUCTION LLC, a Texas limited liability company (“ASSIGNEE”), all of ASSIGNOR’s right, title and interest in and to the Property described in this Assignment and Bill of Sale (this “Assignment”), subject to the terms of this Assignment, effective as of January 1, 2019 (the “Effective Date”). This Assignment relates to the Letter of Intent dated as of the Effective Date between ASSIGNOR and ASSIGNEE (the “Letter Agreement”).

TO HAVE AND TO HOLD the Property unto ASSIGNEE, its successors and assigns, forever, subject to the terms and matters set forth herein:

**ARTICLE I. CONVEYANCE**

1.1 **Capitalized Terms.** Each capitalized term used in this Assignment that is not otherwise defined herein shall have the meaning for such capitalized term as defined in the Letter Agreement, which terms are incorporated herein by such reference.

1.2 **Description of the Property.** The Property consists of all of ASSIGNOR’s right and title to, and interest in, and all privileges and obligations appurtenant to, the following described property rights, interests, privileges and obligations, whether legal, equitable, vested or contingent (such property rights, interests, privileges and obligations, SAVE and EXCEPT the Excluded Assets described in Section 1.3, are hereafter referred to collectively as the “Property”):

1.2.1 The oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds, operating rights, and any contractual rights to production relating thereto, described in Exhibit A, Schedule 1, (the “Leases”), together with each and every kind and character of right, title, claim, and interest that ASSIGNOR has in and to the Leases, and the lands covered by the Leases or (collectively, the “Lands”);

1.2.2 All rights, obligations and interests in any unit or pooled area in which the Leases are included, to the extent that these rights, obligations and interests arise from and are associated with the Leases or Wells, including all rights and obligations derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any governmental authority (the “Units”);

1.2.3 All Hydrocarbon wells listed on the attached Exhibit A (whether producing, not producing or abandoned), water source, water injection and other injection or disposal wells and systems located on or within the Lands, including those Hydrocarbon wells (whether or not located on or within the geographic boundaries of the Lands) described in Exhibit A, Schedule 1A attached hereto and made a part hereof for all purposes (the “Wells”);

1.2.4 All equipment, facilities, flow lines, pipelines, gathering systems, well pads, caissons, platforms, tank batteries, improvements, fixtures, inventory, spare parts, tools and other personal property located on the Leases, the Units, the Permits and Easements or the Lands, together with the off-Lease facilities described in Exhibit A, Schedule 2 attached hereto and made a part hereof for all purposes (the “Equipment”);

1.2.5 To the extent assignable or transferable, and subject to ASSIGNOR’s retained rights in the Excluded Assets, all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations and interests but only to the extent applicable to or used in operating the Leases, Units, Wells, or Equipment or to the extent applicable to the Lands, including those described in Exhibit A, Schedule 3 attached hereto and made a part hereof for all purposes (the “Permits and Easements”);

1.2.6 Any royalty, overriding royalty, net profits or other oil or gas interests in the Lands (the “Royalty Interests”), including all rights and obligations pertaining to the Royalty Interests;

1.2.7 Any mineral interests in the Lands (the “Mineral Interests”) including all rights and obligations pertaining to the Mineral Interests;

1.2.8 To the extent assignable or transferable, all contractual rights, obligations and interests in all agreements and contracts applicable to the Property, including unit agreements, farmout agreements, farmin agreements, operating agreements and other agreements and contracts, INsofar ONLY as such agreements cover and apply to any or all of the Leases, Units, Wells, Equipment, Permits and Easements, Royalty Interests or Mineral Interests (collectively, the “Related Contracts”);

1.2.9 All lease files, right-of-way files, well files (including well logs), production records, division order files, Production Imbalance records, payout records, abstracts, title opinions, and contract files, insofar as they are related to any or all of the Leases, Units, Wells, Equipment, Permits and Easements, Royalty Interests, Mineral Interests and Related Contracts (the “Property Records”);

1.2.10 All other tangibles, movables, immovables, miscellaneous interests or other assets on the Leases or Lands;

1.2.11 All proceeds, benefits, income or revenues with respect to the Property attributable to periods on or after the Effective Date; and

1.2.12 All Production Imbalances.

1.3 Exclusions from the Property. The Property to be conveyed and assigned under this Assignment does not include the following, which are reserved by ASSIGNOR (the “Excluded Assets”):

1.3.1 Unless ASSIGNOR and ASSIGNEE otherwise agree in writing and enter into a separate data license agreement, (i) seismic, geological, geochemical, or geophysical data (including cores and other physical samples or materials from wells or tests) licensed from third parties, and (ii) interpretations of seismic, geological, geochemical or geophysical data belonging to ASSIGNOR or licensed from third parties;

1.3.2 ASSIGNOR’s right, title and interest in easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, and similar rights, obligations and interests, to the extent they are attributable and allocable to rights and interests retained by ASSIGNOR;

1.3.3 ASSIGNOR’s intellectual property used in developing or operating the Property, including proprietary computer software, computer software licensed from third parties, patents, pending patent applications, trade secrets, copyrights, names, marks and logos;

1.3.4 ASSIGNOR’s corporate, financial and tax records, and legal files (except title opinions, abstracts and other muniments of title), except that ASSIGNOR will provide ASSIGNEE with copies of any tax records that are necessary for ASSIGNEE’s ownership, administration or operation of the Property;

1.3.5 Notwithstanding any other provision of the Letter Agreement or this Assignment to the contrary, any records or information that ASSIGNOR considers proprietary or confidential (including employee information, internal valuation data, reservoir and field studies, environmental studies, future work plans, business plans, reserve reports, transaction proposals and related information and correspondence, business studies, bids and documents protected by any privilege), or which ASSIGNOR cannot legally provide to ASSIGNEE because of third party restrictions; provided, however, that the foregoing shall not include title opinions, abstracts and other muniments of title related to the Property;

1.3.6 Except to the extent relating to ASSIGNEE’s Assumed Obligations, trade credits and rebates from contractors, vendors and co-owners (including unpaid joint interest billings), and adjustments or refunds attributable to ASSIGNOR’s interest in the Property that

relate to any period before the Effective Date, including any imbalances attributable to the Property downstream of the Property or at gas processing plants and associated make-up or cash settlement rights, transportation tax credits and refunds, tariff refunds, take-or-pay claims, insurance premium adjustments, and audit adjustments under the Related Contracts;

1.3.7 Claims of ASSIGNOR for refund of or loss carry forwards with respect to (i) production, windfall profit, severance, ad valorem or any other taxes attributable to any period prior to the Effective Date, (ii) income or franchise taxes and (iii) any taxes attributable to the excluded items described in this Section 1.3;

1.3.8 Except suspense accounts paid to ASSIGNEE pursuant to Section 10 of the Letter Agreement, all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods before the Effective Date, and security or other deposits made with third parties prior to the Effective Date;

1.3.9 All proceeds, benefits, income or revenues with respect to the Property attributable to periods prior to the Effective Date;

1.3.10 Except to the extent relating to ASSIGNEE's Assumed Obligations, all Claims arising from acts, omissions or events, or damage to or destruction of the Property before the Effective Date, and all related rights, titles, claims and interests of ASSIGNOR (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards;

1.3.11 All contracts for procurement of goods and services related to the Property;

1.3.12 All swap, futures, or derivative contracts backed by or related to the Hydrocarbons;

1.3.13 (i) Any equipment, materials, spare parts, tools and other personal property that may have been previously used on the Leases, the Units or the Permits and Easements, but is presently stored or warehoused at an ASSIGNOR or third party site not located on the Property; and (ii) any gas processing plants or their associated facilities, pipelines and gathering lines, wherever located;

1.3.14 (i) Radio towers, remote terminal units, all SCADA equipment that is associated with locations other than the Property, personal computer equipment, vehicles, communication equipment (including licensed and unlicensed radios located on the Leases), and photocopy machines, wherever located, (ii) all leased vehicles and equipment for which ASSIGNEE does not assume the applicable lease under this Assignment and (iii) all third party equipment and property located on or used in connection with the Property, including contractor equipment; and

1.3.15 ASSIGNOR's rights under any existing contracts providing for the gathering, compression, treating, transportation, processing or sales of oil or gas produced from the other Excluded Assets.

1.4 Letter Agreement. This Assignment is made and accepted subject to all of the terms of the Letter Agreement, which are hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law.

1.5 ASSIGNEE's Assumed Obligations. Without waiving ASSIGNEE's rights and ASSIGNOR's obligations with respect to the ASSIGNOR's Retained Obligations, ASSIGNEE will assume, pay and perform all obligations, liabilities and duties with respect to the ownership and (if applicable) operation of the Property, whether arising before, on or after the Effective Date, together with the Plugging and Abandonment Obligations, Environmental Obligations, and all other obligations assumed by ASSIGNEE under this Assignment or the Letter Agreement (collectively, the "ASSIGNEE's Assumed Obligations"). Without limiting the generality of the foregoing, ASSIGNEE's Assumed Obligations shall also specifically include:

(a) Responsibility for payment of all operating expenses and capital expenditures related to the Property;



(b) Responsibility for performance of all express and implied obligations and covenants under the terms of the Leases, other instruments in the chain of title, the Related Contracts, Permits and Easements and all other orders and contracts to which the Property or the operation thereof is subject;

(c) Responsibility for payment of all royalties, overriding royalties, production payments, net profits obligations, rentals, severance taxes and other burdens or encumbrances to which the Property is subject;

(d) Responsibility for proper accounting for and disbursement of production proceeds from the Property, including funds in any suspense accounts received from ASSIGNOR; and

(e) Responsibility for compliance with all applicable laws, ordinances, rules and regulations pertaining to the Property, and the procurement and maintenance of all permits, consents, authorizations, and bonds required by public authorities in connection with the Property.

1.6 Plugging and Abandonment Obligations. Without waiving ASSIGNEE's rights and ASSIGNOR's obligations with respect to the ASSIGNOR's Retained Obligations, ASSIGNEE assumes full responsibility and liability for the following plugging and abandonment obligations related to the Property (the "Plugging and Abandonment Obligations"), regardless of whether they are attributable to the ownership or operation of the Property before, on or after the Effective Date and regardless of whether resulting from any acts or omissions of ASSIGNOR (INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT) or the condition of the Property when acquired:

(a) The necessary and proper plugging, replugging and abandonment of all wells on the Property, whether plugged and abandoned before, on or after the Effective Date;

(b) The necessary and proper removal, abandonment, and disposal of all, structures, pipelines, facilities, equipment, abandoned property and junk located on or comprising part of the Property;

(c) The necessary and proper capping and burying of all flow lines associated with the Wells and located on or comprising part of the Property;

(d) The necessary and proper restoration of the Property, both surface and subsurface, as may be required by applicable laws, regulation or contract;

(e) Any necessary clean-up or disposal of Property contaminated by naturally occurring radioactive material ("NORM"), as may be required by applicable laws, regulations or contract;

(f) All obligations arising from contractual requirements and demands made by courts, authorized regulatory bodies or parties claiming a vested interest in the Property; and

(g) Obtaining and maintaining all bonds, or supplemental or additional bonds, that may be required contractually or by governmental authorities.

1.7 Environmental Obligations. Without waiving ASSIGNEE's rights and ASSIGNOR's obligations with respect to the ASSIGNOR's Retained Obligations, ASSIGNEE assumes full responsibility and liability for the following occurrences, events, conditions, and activities on or related to the Property (the "Environmental Obligations"), regardless of whether arising from the ownership or operation of the Property before, on or after the Effective Date, and regardless of whether resulting from any acts or omissions of ASSIGNOR (INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT) or the condition of the Property when acquired:

(a) Environmental pollution or contamination, including pollution or contamination of the soil, groundwater or air by Hydrocarbons, drilling fluid or other chemicals, brine, produced water, NORM, or any other substance;

(b) Underground injection activities and waste disposal on the Property;

(c) Clean-up responses, and the cost of remediation, control, assessment or compliance with respect to surface and subsurface pollution caused by spills, pits, ponds, lagoons or subsurface storage tanks;

(d) Non-compliance with applicable land use, surface disturbance, licensing or notification rules, regulations, demands or orders of appropriate state or federal regulatory agencies;

(e) Disposal on the Property of any hazardous substances, wastes, materials and products generated by or used in connection with the ownership or operation of the Property before, on or after the Effective Date; and

(f) Non-compliance with Environmental Laws.

1.8 ASSIGNOR's Retained Obligations. ASSIGNEE's Assumed Obligations do not include the following, all of which shall remain the responsibility of ASSIGNOR (collectively, the "ASSIGNOR's Retained Obligations"):

(a) Any civil or criminal cash fines or cash penalties that may be levied against ASSIGNOR or ASSIGNEE by any court or regulatory authority for any violation of any laws, rules or regulations in connection with the ownership or operation of the Property before the Closing Date;

(b) Disposal offsite from the Property before the Closing Date of any hazardous substances, wastes, NORM, materials and products generated by or used in connection with the ownership or operation of the Property before the Closing Date; and

(c) Any Claim by any person for personal injury or wrongful death that is attributable to the ownership or operation of the Property before the Closing Date.

1.9 ASSIGNEE SHALL INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (HEREINAFTER DEFINED) CAUSED BY, RESULTING FROM OR INCIDENTAL TO ASSIGNEE'S ASSUMED OBLIGATIONS, INCLUDING WITHOUT LIMITATION, THE PLUGGING AND ABANDONMENT OBLIGATIONS AND THE ENVIRONMENTAL OBLIGATIONS ASSOCIATED WITH THE PROPERTY CONVEYED HEREIN REGARDLESS OF WHETHER ARISING FROM OWNERSHIP OR OPERATION OF THE PROPERTY BEFORE, ON OR AFTER THE EFFECTIVE DATE, AND REGARDLESS OF WHETHER RESULTING FROM ANY ACTS OR OMISSIONS OF ASSIGNOR (INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT).

## **ARTICLE 2. DISCLAIMER OF WARRANTIES**

2.1 Title; Encumbrances. ASSIGNOR CONVEYS THE PROPERTY TO ASSIGNEE SUBJECT TO ALL ROYALTIES, OVERRIDING ROYALTIES, BURDENS, AND SURFACE RIGHTS, AND WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED. IT IS UNDERSTOOD AND AGREED THAT ANY STATEMENT OF INTERESTS IN EXHIBIT A OF THIS ASSIGNMENT IS NOT A WARRANTY OR REPRESENTATION BY ASSIGNOR REGARDING ASSIGNOR'S OWNERSHIP INTEREST IN THE PROPERTY. ASSIGNOR MAKES NO REPRESENTATION REGARDING, AND SHALL HAVE NO LIABILITY FOR, ANY FAILURE TO MAINTAIN ANY LEASE OR PORTION THEREOF IN ACCORDANCE WITH ITS TERMS.

2.2 Condition and Fitness of the Property. ASSIGNOR HEREBY CONVEYS THE PROPERTY TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, EXCEPT BY, THROUGH, AND UNDER ASSIGNOR, BUT NOT OTHERWISE, INCLUDING WARRANTIES RELATING TO

(i) THE CONDITION OR MERCHANTABILITY OF THE PROPERTY, (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR (iii) FREEDOM FROM OTHER DEFECTS. ASSIGNEE HAS INSPECTED THE PROPERTY, OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT AND HAS WAIVED INSPECTION, AND IS SATISFIED AS TO THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY AND ENVIRONMENTAL CONDITION (BOTH SURFACE AND SUBSURFACE) OF THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES), (ii) ALLOWABLES OR OTHER REGULATORY MATTERS, (iii) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY, (iv) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR, OR (v) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.

2.3 NORM. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL. SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT, MATERIALS AND OTHER PROPERTY. SOME OR ALL OF THE EQUIPMENT, MATERIALS AND OTHER PROPERTY SUBJECT TO THIS ASSIGNMENT MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY BY REASON THEREOF. THEREFORE, ASSIGNEE MAY NEED TO FOLLOW SAFETY PROCEDURES WHEN HANDLING THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY.

2.4 Subrogation of Warranties. To the extent transferable, ASSIGNOR gives and grants to ASSIGNEE, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) given or made with respect to the Property or any part thereof by preceding owners, vendors, or others, excluding, however, any ASSIGNOR or any affiliate of any ASSIGNOR.

2.5 Special Warranty. ASSIGNOR HEREBY WARRANTS AND AGREES TO DEFEND ASSIGNOR'S RIGHT, TITLE AND INTEREST IN THE PROPERTY UNTO ASSIGNEE AND ITS SUCCESSORS AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF ARISING BY, THROUGH OR UNDER ASSIGNOR OR ITS AFFILIATES, BUT NOT OTHERWISE.

### **ARTICLE 3. OTHER PROVISIONS**

3.1 Further Assurances. ASSIGNOR and ASSIGNEE will do, execute, acknowledge and deliver all further acts, conveyances and instruments as may be reasonably necessary or appropriate to carry out the intent of this Assignment and to more fully and accurately assign and convey the Property to ASSIGNEE.

3.2 Definition of Claims. As used in this Assignment, the term "Claims" means any and all demands, losses, liabilities, damages, obligations, expenses, fines, penalties, costs, claims, causes of action, awards and judgments for: (a) breaches of contract; (b) loss or damage to property, injury to or death of persons (including illness and disease), and other tortious injury; and (c) violations of applicable laws, rules, regulations, orders or any other legal right or duty actionable at law or equity.

3.2 Successors and Assigns. The provisions of this Assignment shall be covenants running with the land, and this Assignment shall extend to, be binding upon, and inure to the benefit of ASSIGNOR and ASSIGNEE, and their respective successors and assigns.

3.3 Assumption of Obligations. By its acceptance of this Assignment, ASSIGNEE shall comply with and does hereby assume and agree to perform ASSIGNEE's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases and to which the Property is subject and shall bear its proportionate share of all existing burdens on the Leases. In addition, ASSIGNEE hereby (i) accepts all of ASSIGNOR's right, title and interest in and to the Related Contracts and takes cognizance of all of the terms and provisions thereof, (ii) assumes and agrees to be bound by the terms thereof, (iii) agrees to assume ASSIGNOR's obligations and liabilities thereunder, (iv) agrees that this Assignment is subject to the Related Contracts to the extent required by their terms or applicable law, and (v) expressly adopts, ratifies and confirms the Related Contracts.

3.4 Counterparts. This Assignment may be executed in multiple counterparts, each of which shall for all purposes constitute one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart portions of the Exhibits and Schedules attached hereto which describe Property situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted.

3.5 Alternate Dispute Resolution. It is agreed, as a severable and independent arbitration agreement separately enforceable from the remainder of this Assignment, that if the parties hereto are unable to amicably resolve any dispute or difference arising under or out of, in relation to or in any way connected with this Assignment (whether contractual, tortious, equitable, statutory or otherwise), such matter shall be finally and exclusively referred to and settled by mediation or binding arbitration in Austin, Texas in accordance with the alternate dispute resolution provisions adopted by the American Arbitration Association.

3.6 Attachments. The Exhibits attached to this Assignment (including any Preamble thereto) and the Schedules to which reference is herein made are incorporated herein by reference and made a part hereof for all purposes.

3.7 Governing Law. This Assignment is governed by and must be construed according to the laws of the state in which the PROPERTY, OR APPLICABLE PORTION THEREOF TO WHICH THIS ASSIGNMENT PERTAINS, IS located, excluding any conflicts-of-law rule or principle that might apply the law of another jurisdiction.



3.8 Severability. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of the Assignment shall continue and remain in full force and effect.

*[Remainder of this page is left blank; signatures follow.]*



The authorized representatives of ASSIGNOR and ASSIGNEE execute this Assignment on the dates set forth in their respective acknowledgements hereto, but this Assignment shall be effective for all purposes as of 12:00 a.m., local time where the Property is located, on the Effective Date.

**ASSIGNOR:**

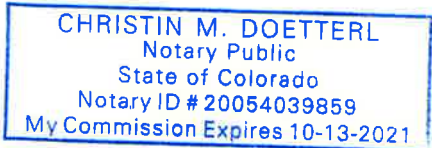
CIMAREX ENERGY CO.	CIMAREX ENERGY CO. OF COLORADO
By: 	By: 
Name: Stephen P. Bell	Name: Stephen P. Bell
Title: Executive Vice President	Title: Executive Vice President

**ACKNOWLEDGMENT**

STATE OF COLORADO                   §  
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CITY AND COUNTY OF DENVER       §

This instrument was acknowledged before me on MAR 1, 2019, by Stephen P. Bell, as Executive Vice President of CIMAREX ENERGY CO., a Delaware corporation, on behalf of said corporation. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:	Notary Public in and for the
<u>13 OCT 2021</u>	State of Colorado

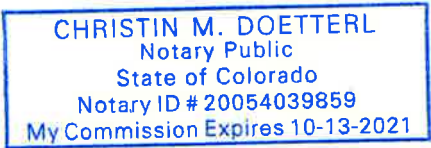


**ACKNOWLEDGMENT**

STATE OF COLORADO                   §  
  §  
CITY AND COUNTY OF DENVER       §

This instrument was acknowledged before me on MAR 1, 2019, by Stephen P. Bell, as Executive Vice President of CIMAREX ENERGY CO. OF COLORADO, a Texas corporation, on behalf of said corporation. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:	Notary Public in and for the
<u>13 OCT 2021</u>	State of Colorado





**ASSIGNEE:**

COLGATE PRODUCTION, LLC

By: 

Name: James Walter

Title: President & Co-CEO

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

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**COUNTY OF MIDLAND**

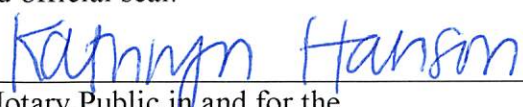
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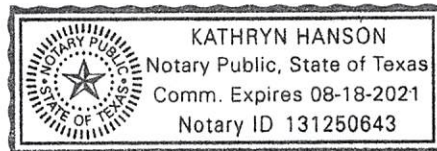
This instrument was acknowledged before me on March 1, 2019, by James Walter, as President & Co-CEO of COLGATE PRODUCTION, LLC, a Texas limited liability company, on behalf of said limited liability company.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

08-18-2021

  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas



## **EXHIBIT A**

Schedule 1 - Leases

Schedule 1A - Wells

Schedule 2 - Off-Lease Facilities and Equipment

Schedule 3 - Permits and Easements

**Exhibit A, Schedule 1**

**Leases**

Lease	Lessor	Lessee	Lease Date	State	County	Legal Description
NM309775002041001	STATE OF NEW MEXICO VB-0158	MANZANO OIL CORPORATION	11/01/1987	New Mexico	Eddy	T19S R29E SECTION 32: INsofar AND ONLY INsofar AS LEASE COVERS THE NW/4, NE/4SW/4, S/2SW/4
NM309775002050001	BLM-NM 17103 SEGREGATED OUT OF NM 15873	GRACE E LARUE	08/01/1972	New Mexico	Eddy	T20S R28E NMPM SECTION 25: S/2 S/2
NM300899002208001	BLM NMNM-17103	CIMAREX ENERGY CO. OF COLORADO	10/29/2014	New Mexico	Eddy	T20S R28E SECTION 25: SE/4 SE/4

**Exhibit A, Schedule 1A**

**Wells**

County	State	Township	Range	Section	Operator	Well Name	Well Number	API
Eddy	New Mexico	20S	28E	25	Cimarex	Lee Federal	020H	30015399170000
Eddy	New Mexico	19S	29E	32	Cimarex	Chaparral State	020	30015391580000
Eddy	New Mexico	19S	29E	32	Cimarex	Chaparral State	021H	30015399550000



**Exhibit A, Schedule 2**

**Off-Lease Facilities and Equipment**

**Exhibit A, Schedule 3**

**Permits and Easements**