

Exhibit K Pages 1-205 are REDACTED

interest as so limited, the “*Trail Leases*”), (ii) *Exhibit A-2*, subject to any reservations or depth restrictions described on *Exhibit A-2* (Assignor’s interest in such leases and other right, title and interest as so limited, the “*CC Leases*”), and (iii) *Exhibit A-3*, subject to any reservations or depth restrictions described on *Exhibit A-3* (Assignor’s interest in such leases and other right, title and interest as so limited, the “*WC Leases*”), in each case with respect to the Conveyed Depths only in and to such leases and other right, title and interest (the Trail Leases, the CC Leases and the WC Leases, collectively as so limited, the “*Leases*”);

(b) all rights and interests in, under or derived from all unitization agreements in effect with respect to any of the Leases and the units created thereby, in each case, INsofar and only insofar as such rights and interests cover the Conveyed Depths (such rights and interests of Assignor as so limited, the “*Units*”);

(c) the wells set forth on (i) *Exhibit B-1* (Assignor’s interest in such wells, the “*Trail Wells*”), (ii) *Exhibit B-2* (Assignor’s interest in such wells, the “*CC Wells*”), and (iii) *Exhibit B-3* (Assignor’s interest in such wells, the “*WC Wells*”), in each case with respect to the Conveyed Depths only (the Trail Wells, the CC Wells and the WC Wells, collectively as so limited, the “*Wells*”); and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time (including all Hydrocarbons in storage or existing in pipelines, plants and/or tanks (including inventory) as of the Effective Time);

(d) to the extent that they may be assigned, all Applicable Contracts and all rights thereunder;

(e) to the extent that they may be assigned and subject to the Joint Use Agreement, a non-exclusive undivided interest in all permits, licenses, servitudes, easements and rights-of-way to the extent used primarily in connection with the ownership or operation of any of the Leases, Wells, Units or other Assets;

(f) subject to the Joint Use Agreement, all equipment, machinery, fixtures and other personal, movable and mixed property, operational and nonoperational, used solely in connection with the Wells, including pipelines, gathering systems, manifolds, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, pads, structures, materials and other items primarily used in the operation thereof;

(g) all Imbalances relating to the Assets; and

(h) copies of the following, to the extent primarily relating to Assignor’s ownership and operation of the Assets and in Assignor’s or its Affiliates’ possession: all title records; title opinions; well logs; well tests; well files; mud logs; directional surveys; core reports; daily drilling records; machinery and equipment maintenance files; health, environmental and safety

information and records; production and accounting records in Excel format reflecting current ownership decks, well master files, division of interest files, Working Interest owner name and address files and revenue and joint interest billing account information; Tax records (other than with respect to Income Taxes); all Applicable Contracts; and all files regarding the Applicable Contracts and related files.

As used in this Assignment, “*Conveyed Depths*” means from the surface of the earth down to the stratigraphic equivalent of the base of the Mesaverde formation found at a measured depth of 10,112 feet and a true vertical depth of 10,098 feet as found in the Canyon Creek 74 well (API # 49-037-26756), located in the NWSE of Section 4, T12N-R101W, and “*Retained Depths*” means all depths below the stratigraphic equivalent of the base of the Mesaverde formation found at a measured depth of 10,112 feet and a true vertical depth of 10,098 feet as found in the Canyon Creek 74 well (API # 49-037-26756), located in the NWSE of Section 4, T12N-R101W.

EXCEPTING AND RESERVING to Assignor, however, as to each of the Assets described in *Section 1(a)* through *Section 1(h)*,

(a) (i) Assignor’s record title to the Federal and State Leases constituting any of the Trail Leases, the CC Leases and the WC Leases, (ii) Assignor’s operating rights in and to the Trail Leases, the CC Leases, the WC Leases, the Trail Wells, the CC Wells and the WC Wells insofar and only insofar as such cover rights attributable to the Retained Depths, (iii) all rights and interests in, under or derived from all unitization agreements in effect with respect to any of the Trail Leases, the CC Leases and the WC Leases, and the units created thereby, in each case, insofar and only insofar as such cover rights attributable to the Retained Depths, and (iv) the wells set forth on *Exhibit C*;

(b) subject to the Joint Use Agreement, a sub-surface, non-exclusive easement in and through the Conveyed Depths for drilling, exploratory, geological, geophysical and operational purposes to the extent necessary in connection with the ownership, exploration, development and operation of the Retained Depths, but not for any purpose that would cause production in such easement, or cause unreasonable subsurface interference with existing production, from the Conveyed Depths (including perforation, open hole completion, fracture operations, or other stimulation operations within the Conveyed Depths);

(c) subject to the Joint Use Agreement, a non-exclusive undivided interest in all permits, licenses, servitudes, easements and rights-of-way and Applicable Contracts to the extent used in connection with the ownership or operation of the Retained Depths;

(d) a non-exclusive undivided interest in all Contracts to which Assignor is a party or by which the Assets are bound, in each case, to the extent relating to the Retained Depths;

(e) subject to the Joint Use Agreement, all equipment, machinery, fixtures and other personal, movable and mixed property, operational and nonoperational, primarily attributable to or used in connection with the properties described in clause (a) of this definition of "Excluded Assets," including pipelines, gathering systems, manifolds, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, pads, structures, materials and other items primarily used in the operation thereof;

(f) all of Assignor's corporate minute books, financial records and other business records that relate to Assignor's business generally (including the ownership and operation of the Assets);

(g) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Purchase Agreement, all trade credits, all accounts, all receivables of Assignor and all other proceeds, income or revenues of Assignor attributable to the Assets and attributable to any period of time prior to the Effective Time;

(h) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Purchase Agreement, Assignor's right with respect to all claims and causes of action of Assignor arising under or with respect to any Contract that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds);

(i) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Purchase Agreement, all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;

(j) Assignor's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time;

(k) all claims of Assignor or its Affiliates for refunds of, credits attributable to, loss carry forwards with respect to or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes, (iii) any Taxes attributable to the Excluded Assets or (iv) any other Taxes relating to the ownership or operation of the Assets that are attributable to any period (or portion thereof) prior to the Effective Time;

(l) all of Assignor's personal computers and associated peripherals and all of Assignor's radio and telephone equipment;

(m) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;

(n) all documents and instruments of Assignor that may be protected by an attorney-client privilege or any attorney work product doctrine;

(o) all data of Assignor that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties;

(p) all audit rights of Assignor arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Assignee;

(q) (i) all geophysical and other seismic and related technical data and information relating to the Assets which Assignor may not disclose, assign or transfer under its existing agreements and licenses without making any additional payments or incurring any liabilities or obligations and (ii) all geophysical and other seismic and related technical data and information owned by Assignor relating to the Assets set forth on *Exhibit C*;

(r) correspondence between Assignor or any of its representatives and documents prepared or received by Assignor or its Affiliates, in each case, with respect to any of the prospective purchasers or the transactions contemplated by the Purchase Agreement;

(s) any offices, office leases and any personal property located in or on such offices or office leases;

(t) any Hedge Contracts;

(u) any debt instruments of Assignor;

(v) all of Assignor's personnel files and records;

(w) the monies held by Assignor for which the Purchase Price was adjusted pursuant to Section 3.3(b)(vii) of the Purchase Agreement; and

(x) any assets described in *Section 1(d)* or *Section 1(e)* that are not assignable (collectively, the "*Excluded Assets*").

TO HAVE AND TO HOLD the Assets to Assignee and its successors and assigns, forever, subject, however, to the covenants, terms and conditions set forth herein and in the Purchase Agreement, and subject to the Permitted Encumbrances.

Section 2. Special Warranty of Title.

(a) Subject to the provisions of the Purchase Agreement, Assignor warrants Defensible Title, without duplication, to (i) the Wells set forth on *Exhibit B-1*, *Exhibit B-2* and *Exhibit B-3* (subject to the depth restrictions set forth on *Exhibit A-1*, *Exhibit A-2* or *Exhibit A-3*, as applicable, and limited to any currently producing formations), and (ii) the Leases set forth on *Exhibit A-1*, *Exhibit A-2* and *Exhibit A-3* (subject to the depth restrictions set forth on *Exhibit A-1*, *Exhibit A-2* or *Exhibit A-3*, as applicable, and limited to the Target Formation). unto Assignee against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor or its Affiliates, but not otherwise, subject, however, to the Permitted Encumbrances. This special warranty of title will continue for the period commencing as of the Closing Date and ending at 5 p.m. Mountain Time on the one (1) year anniversary thereof (the “*Survival Period*”). Except with respect to any liability of Assignor for any claim asserted in writing by Assignee to Assignor in accordance with Section 11.1(c) of the Purchase Agreement on or before the expiration of the Survival Period for breach of such special warranty, such special warranty shall cease and terminate at the end of such Survival Period. For all purposes of this Assignment, Assignee shall be deemed to have waived, and Assignor shall have no further liability for, any breach of Assignor’s special warranty of title set forth in this *Section 2* that Assignee fails to assert by a Title Defect Notice given to Assignor in accordance with Section 11.1(c) of the Purchase Agreement on or before the expiration of the Survival Period. For the avoidance of doubt, neither Assignee nor any of its Affiliates shall have any right to assert any breach of Assignor’s special warranty of title set forth in this *Section 2* to the extent that an adjustment to the Purchase Price or the Final Price, as applicable, has been made for such matter.

(b) Recovery on Assignor’s special warranty of title set forth in this *Section 2* shall be no greater than the Allocated Value of any Lease or Well set forth in Schedule 3.8 to the Purchase Agreement. Breaches of Assignor’s special warranty are not subject to any threshold or deductible provided in the Purchase Agreement. Assignor shall be entitled to offset any amount owed by Assignor for a breach of its special warranty of title with respect to an Asset by the amount of any Title Benefits with respect to such Asset as to which Assignor gives Assignee notice after the Closing Date.

Section 3. Disclaimers of Warranties.

(a) **Except as and to the limited extent expressly set forth in *Section 2* hereof or Article IV or Section 11.1(b) of the Purchase Agreement, (i) Assignor makes no representations or warranties, express, statutory or implied, and (ii) Assignor expressly disclaims all liability and responsibility for any representation, warranty, statement or information made or communicated (orally or in writing) to Assignee or any of its Affiliates, employees, agents, consultants or representatives (including any opinion, information, projection or advice that may have been provided to Assignee by any of Assignor and its affiliates, and all of its and their respective equityholders, partners, members, directors, officers, managers, employees, agents and representatives).**

(b) Except as and to the limited extent expressly represented otherwise in *Section 2* hereof or Article IV or Section 11.1(b) of the Purchase Agreement, and without limiting the generality of the foregoing, Assignor expressly disclaims any representation or warranty, express, statutory or implied, as to (i) title to any of the Assets, (ii) the contents, character or nature of any report of any petroleum engineering consultant, or any engineering, geological or seismic data or interpretation relating to the Assets, (iii) the quantity, quality or recoverability of Hydrocarbons in or from the Assets, (iv) any estimates of the value of the Assets or future revenues to be generated by the Assets, (v) the production of or ability to produce Hydrocarbons from the Assets, (vi) the maintenance, repair, condition, quality, suitability, design or marketability of the Assets, (vii) the content, character or nature of any information memorandum, reports, brochures, charts or statements prepared by Assignor or Third Parties with respect to the Assets, (viii) any other materials or information that may have been made available to Assignee or its Affiliates, or its or their respective employees, agents, consultants, representatives or advisors in connection with the transactions contemplated by this Assignment and the Purchase Agreement or any discussion or presentation relating thereto and (ix) any implied or express warranty of freedom from patent or trademark infringement. Except as and to the limited extent expressly represented otherwise in *Section 2* hereof or Article IV or Section 11.1(b) of the Purchase Agreement, Assignor further disclaims any representation or warranty, express, statutory or implied, of merchantability, freedom from latent vices or defects, fitness for a particular purpose or conformity to models or samples of materials of any of the Assets, rights of a purchaser under appropriate statutes to claim diminution of consideration or return of the purchase price, it being expressly understood and agreed by the Parties that Assignee shall be deemed to be obtaining the Assets in their present status, condition and state of repair, "AS IS" and "WHERE IS" with all faults or defects (known or unknown, latent, discoverable or undiscoverable), and that Assignee has made or caused to be made such inspections as Assignee deems appropriate.

(c) Except for the representation in Section 4.16 of the Purchase Agreement, Assignor has not and will not make any representation or warranty regarding any matter or circumstance relating to Environmental Laws, the release of materials into the environment or the protection of human health, safety, natural resources or the environment, or any other environmental condition of the Assets, and nothing in this Assignment, the Purchase Agreement or otherwise shall be construed as such a representation or warranty. Assignee shall be deemed to be taking the Assets "AS IS" and "WHERE IS" with all faults for purposes of their environmental condition, and Assignee has made or caused to be made such environmental inspections as Assignee deems appropriate.

(d) Assignor and Assignee agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this *Section 3* are "CONSPICUOUS" disclaimers for the purpose of any applicable Law.

Section 4. Subrogation of Covenants and Warranties. To the extent transferable, Assignee shall be and is subrogated to all covenants and warranties of title by Assignor's predecessors in title (other than Assignor's Affiliates) heretofore given or made to Assignor with respect and to the extent applicable to the Assets.

Section 5. Assumed Obligations. Subject to the terms of the Purchase Agreement, Assignee assumes and agrees to fulfill, perform, pay and discharge (or cause to be timely fulfilled, performed, paid or discharged) (a) all obligations and Liabilities, known or unknown, arising from, based upon, related to or associated with the Assets, regardless of whether such obligations or Liabilities arose prior to, on or after the Effective Time, including obligations and Liabilities relating in any manner to the use, ownership or operation of the Assets, including obligations to (i) furnish makeup gas and/or settle Imbalances according to the terms of applicable gas sales, processing, gathering or transportation Contracts, (ii) pay Working Interests, royalties, overriding royalties and other interest owners' revenues or proceeds attributable to sales of Hydrocarbons, including those held in suspense (including those amounts for which the Purchase Price was adjusted pursuant to Section 3.3(b)(viii) of the Purchase Agreement), (iii) Decommission the Assets, (iv) clean up and/or remediate the Assets in accordance with applicable Contracts and Laws, (v) perform all obligations applicable to or imposed on the lessee, owner or operator under the Leases and the Applicable Contracts, or as required by Law, (vi) Environmental Conditions, Environmental Defects and Assignee's Environmental Liabilities, and (vii) Liabilities arising in connection with the operation by Assignee (or its Affiliates) of the Assets operated by Assignee, and (b) all obligations and Liabilities, known or unknown, arising from, based upon, related to or associated with Assignee's compliance (or failure thereof) with the terms and requirements of the Bishop Litigation Settlement to the extent relating to the post-Closing operations of the Assets.

Section 6. Further Assurances. Assignor and Assignee agree to take further actions and to execute, acknowledge and deliver all further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.

Section 7. Purchase Agreement and Joint Use Agreement. This Assignment is subject to and delivered under the terms and conditions of the Purchase Agreement and the Joint Use Agreement. If any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement or the Joint Use Agreement, the provisions of the Purchase Agreement or the Joint Use Agreement shall be deemed controlling to the extent of that conflict.

Section 8. Wexpro Stipulation and Agreement. This Assignment, as it relates to certain interests as noted on the attached *Exhibits A-1* and *A-2* within the Canyon Creek Unit and Trail Unit, is subject to the terms of that certain Wexpro Stipulation and Agreement dated October 14, 1981, but effective August 1, 1981, between Mountain Fuel Supply Company, WexproCo, the Utah Department of Business Regulation, Division of Public Utilities, the Utah Committee of Consumer Services, and the Staff of the Wyoming Public Service Commission.

Section 9. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors, assigns and transferees.

Section 10. Governing Law; Disputes.

(a) Except to the extent that the Laws of the State of Wyoming are mandatorily applicable to this Assignment, this Assignment and any claim, controversy or dispute arising under or related to this Assignment or the transactions contemplated hereby or the rights, duties and relationship of the parties hereto and thereto, shall be governed by and construed and enforced in accordance with the Laws of the State of Colorado, excluding any conflicts of law, rule or principle that might refer construction of provisions to the Laws of another jurisdiction.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between any of the Parties arising out of this Assignment, the Transaction Documents or the transactions contemplated hereby or thereby shall be in any state or federal court in Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of these courts solely in respect of any proceeding arising out of or related to this Assignment. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Assignment, the Transaction Documents or the transactions contemplated hereby or thereby in any court or jurisdiction other than the above specified courts. The Parties further agree, to the extent permitted by Law, that a final and nonappealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of that judgment.

(c) To the extent that any Party or any of its Affiliates has acquired, or hereafter may acquire, any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party (on its own behalf and on behalf of its Affiliates) irrevocably (i) waives that immunity in respect of its obligations with respect to this Assignment and (ii) submits to the personal jurisdiction of any court described in *Section 10(b)*.

(d) The Parties hereto agree that they hereby knowingly, voluntarily and intentionally irrevocably waive the right to trial by jury in any action based hereon, or arising out of, under, or in connection with this Assignment, the Transaction Documents or the transactions contemplated hereby or thereby.

(e) If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable

of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

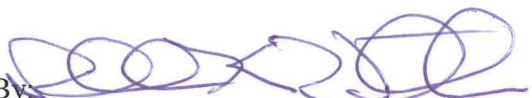
Section 11. Additional Assignments. Separate assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

[Signature and acknowledgement pages follow.]

Each Party is signing this Assignment on the date stated in the introductory clause, but effective for purposes as of the Effective Time.

ASSIGNOR:

QEP Energy Company,
a Texas corporation

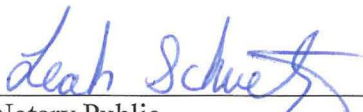
By: 

Name: Michael K. Watanabe

Title: Vice President, Land

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on this 15th day of December, 2015, by Michael K. Watanabe, as Vice President, Land of QEP Energy Company, a Texas corporation, as the act and deed and on behalf of the corporation.



Notary Public
Printed Name: Leah Schuetz
My Commission Expires: 4/19/17
Commission Number: 20134025330




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STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 11 of 38 RC

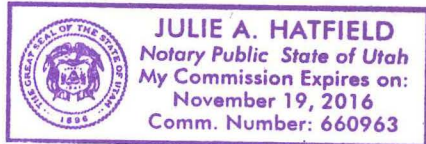
ASSIGNEE:

Wexpro Development Company,
a Utah corporation

By: Brady B. Rasmussen
Name: Brady B. Rasmussen
Title: Executive Vice President and
Chief Operating Officer

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

This instrument was acknowledged before me on this 15th day of December, 2015, by Brady B. Rasmussen, as Executive Vice President and Chief Operating Officer of Wexpro Development Company, a Utah corporation, as the act and deed and on behalf of the corporation.



Julie A. Hatfield
Notary Public
Printed Name: Julie A. Hatfield
My Commission Expires: 11-19-16
Commission Number: 660963

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STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 12 of 38

Exhibit A-1

Trail Leases

[See attached.]


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STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 13 of 38

EXHIBIT A-1 TO
ASSIGNMENT AND BILL OF SALE

EXHIBIT "A-1"
 Trail Leases

Attached to the Assignment and Bill of Sale dated December 15, 2015,
 between QEP Energy Company and Wexpro Development Company.

Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
STATE OF WYOMING ST WY 0-21020*	8/16/1956	8/16/1956	<u>T13N R100W, 6TH PM</u> SEC 16: ALL FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	244/132-135
BUREAU OF LAND MANAGEMENT WYE EV 023550 (0660235500)*	4/1/1948	4/1/1948	<u>T13N R100W, 6TH PM</u> SEC 3: LOTS 1(39.12)[AKA NE/4NE/4],2(39.30)[AKA NW/4NE/4],3(39.46)[AKA NE/4NW/4],4(39.65)[AKA NW/4NW/4], S/2N/2, N/2S/2 SEC 4: LOT 1(39.63)[AKA NE/4NE/4], S/2NE/4, N/2SE/4 <u>T14N R100W, 6TH PM</u> SEC 34: S/2NW/4, SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	244/136-142
BUREAU OF LAND MANAGEMENT WYE EV 023551A (066023551A)*	4/1/1948	4/1/1948	<u>T13N R100W, 6TH PM</u> SEC 3: S/2SW/4, SW/4SE/4 SEC 4: S/2SE/4 SEC 9: E/2, E/2W/2, W/2SW/4 SEC 10: NW/4NE/4, W/2 SEC 15: NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	244/153-159
BUREAU OF LAND MANAGEMENT WYE EV 023551B (066023551B)*	4/1/1948	4/1/1948	<u>T13N R100W, 6TH PM</u> SEC 10: SW/4NE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	244/153-159

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 STEVEN DALE DAVIS, CLERK OF SWEETWATER COUNTY, WY Page 14 of 38

Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYE EV 024038 (0660240380)*	6/1/1948	6/1/1948	<u>T13N R100W, 6TH PM</u> SEC 15: N/2SW/4 <u>T14N R100W, 6TH PM</u> SEC 34: W/2NE/4, SE/4NE/4, NE/4NW/4, SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	244/172-178
BUREAU OF LAND MANAGEMENT WYE EV 024038A (066024038A)*	6/1/1948	6/1/1948	<u>T13N R100W, 6TH PM</u> SEC 15: SW/4SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	244/172-178
BUREAU OF LAND MANAGEMENT WYW EV 023421C (066023421C)*	3/1/1948	3/1/1948	<u>T13N R100W, 6TH PM</u> SEC 17: SE/4SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYE EV 024398A (066024398A)*	11/1/1948	11/1/1948	<u>T14N R100W, 6TH PM</u> SEC 35: SW/4SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYE EV 024398 (0660243980)*	11/1/1948	11/1/1948	<u>T14N R100W, 6TH PM</u> SEC 35: NE/4SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	



REC-5069



Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYW 40565 (0490405650)	11/1/1948	11/1/1948	<u>T13N R100W, 6TH PM</u> SEC 2: LOTS 3(39.31[NE/4NW/4], 4(39.10[NW/4NW/4], S/2NW/4, SW/4, W/2SE/4, SW/4NE/4 SEC 11: W/2, W/2NE/4 SEC 14: N/2NW/4, SW/4NW/4, NW/4SW/4 SEC 21: SE/4SE/4 SEC 22: E/2NE/4, SW/4NE/4, SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW 80292 (0490802920)*	11/1/1948	11/1/1948	<u>T14N R100W, 6TH PM</u> SEC 35: SE/4SW/4, NW/4SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT EV 023421A	3/1/1948	3/1/1948	<u>T13N R100W, 6TH PM</u> SEC 2: LOTS 1(39.73)[AKA NE/4NE/4], 2(39.52)[AKA NW/4NE/4], E/2SE/4, SE/4NE/4 SEC 11: E/2NE/4 SEC 14: SE/4NW/4, NE/4SW/4, S/2SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT EV 023550A*	4/1/1948	4/1/1948	<u>T13N R100W, 6TH PM</u> SEC 17: W/2SE/4, NE/4SE/4, SW/4NE/4, E/2NE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT EV 023550A*	4/1/1948	4/1/1948	<u>T14N R100W, 6TH PM</u> SEC 33: SE/4SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	

Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT W 40566 (0490405660)*	1/1/1950	1/1/1950	<u>T13N R100W, 6TH PM</u> SEC 11: NW/4SE/4 SEC 22: NW/4SE/4, NE/4SE/4, S/2SE/4 SEC 23: NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT W 05237 (0480052370)*	5/1/1951	5/1/1951	<u>T13N R100W, 6TH PM</u> SEC 10: SE/4 SEC 15: E/2, SE/4SW/4 SEC 21: S/2NE/4, NW/4NW/4, S/2NW/4, SW/4, N/2SE/4, SW/4SE/4 SEC 22: NW/4, NW/4NE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT W 163016*	7/1/1996	7/1/1996	<u>T13N R100W, 6TH PM</u> SEC 11: NE/4SE/4, S/2SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE GROUP SWEETWATER COUNTY, WY	

* Denotes that the lease is subject to the terms of the Wexpro Agreement and Stipulation dated October 14, 1981, but effective August 1, 1981.

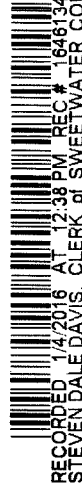


Exhibit A-2

CC Leases

[See attached.]


RECORDED 1/4/2016 AT 12:38 PM REC # 1646134 BK# 1212 PG# 5051 RC
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 18 of 38

EXHIBIT A-2 TO
ASSIGNMENT AND BILL OF SALE

EXHIBIT "A-2"

CC Leases

Attached to the Assignment and Bill of Sale dated December 15, 2015,
 between QEP Energy Company and Wexpro Development Company.

Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYE-026202	4/1/1950	4/1/1950	<u>T12N R100W, 6TH PM</u> SEC 6: LOT 8(31.63), 9(31.21)[AKA W/2NW/4] <u>T12N R101W, 6TH PM</u> SEC 21: NE/4 SEC 22: LOTS 3(53.87), 4(54.09), 5(54.31), 6(54.53)[AKA S/2 - 4 LOTS ARE ALL OF S/2], N/2 SEC 23: NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW-023207	10/16/1953	11/1/1953	<u>T12N R101W, 6TH PM</u> SEC 12: W/2, NE/4 SEC 14: W/2, NE/4 SEC 15: ALL FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYE-026204	4/4/1950	5/1/1950	<u>T12N R101W, 6TH PM</u> SEC 2: ALL SEC 9: ALL SEC 10: ALL SEC 11: ALL FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	



Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYW-023211	10/16/1953	11/1/1953	<u>T12N R101W, 6TH PM</u> SEC 21: LOT 6(55.11)[AKA W/2SW/4] FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	201/357-358
MARGARET DICKINSON	2/15/1955	2/15/1955	<u>T12N R101W, 6TH PM</u> SEC 21: LOT 5(54.98)[AKA E/2SW/4-SW/4 IS ONLY 2 LOTS], W/2NW/4, SE/4NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	201/359-360
MARTHA BUCKLEY	2/15/1955	2/15/1955	<u>T12N R101W, 6TH PM</u> SEC 21: LOT 5(54.98)[AKA E/2SW/4-SW/4 IS ONLY 2 LOTS], W/2NW/4, SE/4NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	201/359-360
BUREAU OF LAND MANAGEMENT WYE-023941	10/1/1947	10/1/1947	<u>T12N R101W, 6TH PM</u> SEC 21: LOTS 3(54.71), 4(54.84)[AKA N/2SE/4 (2 LOTS ALL OF SE/4)], NE/4NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	



Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYW-04674	2/1/1951	2/1/1951	<p><u>T12N R101W, 6TH PM</u> SEC 1: ALL <u>T13N R101W, 6TH PM</u> SEC 25: LOTS 1(18.43), 2(23.96), 3(10.56), TRACT 44 CONSISTING OF LOTS 4(16.04), 5(21.57), 6(29.44)[AKA N/2SW/4, SE/4SW/4], SW/4NE/4, S/2NW/4, SE/4 SEC 26: LOTS 1(24.22), 2(34.35), 3(29.47), 4(23.46), 5(18.56), 6(15.82), 7(21.44), 8(21.44), 9(35.12), TRACT 44 CONSISTING OF LOTS 10(5.64), 11(10.49)], TRACT 43 CONSISTING OF A(40.00), B(40.00), C(40.00), D(40.00) [AKA S/2NW/4, S/2], S/2NE/4 SEC 27: S/2SE/4 SEC 33: SE/4 SEC 34: N/2 SEC 35: LOTS 1(35.16), TRACT 44 CONSISTING OF LOT 2(4.84)[AKA NE/4NE/4], NW/4NE/4, S/2NE/4, NW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY</p>	
BUREAU OF LAND MANAGEMENT WYE-026209	4/1/1950	4/1/1950	<p><u>T12N R101W, 6TH PM</u> SEC 3: ALL SEC 4: ALL SEC 16: ALL <u>T13N R101W, 6TH PM</u> SEC 34: S/2 SEC 35: S/2 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY</p>	
BUREAU OF LAND MANAGEMENT WYE-026208	3/22/1950	4/1/1950	<p><u>T12N R101W, 6TH PM</u> SEC 8: S/2 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY</p>	

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Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYE-026201	4/4/1950	5/1/1950	<u>T12N R101W, 6TH PM</u> SEC 5: ALL SEC 8: N/2 <u>T13N R101W, 6TH PM</u> SEC 32: SE/4 SEC 33: N/2, SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
STATE OF WYOMING 0-1608	9/16/1940	9/16/1940	<u>T13N R101W, 6TH PM</u> SEC 36: ALL FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	637/277-281
BUREAU OF LAND MANAGEMENT WYE-026205	3/22/1950	4/1/1950	<u>T13N R100W, 6TH PM</u> SEC 30: LOT 5(33.35), 6(33.05), 7(32.75), 8(32.45)[AKA W/2W2/1, E/2SW/4 SEC 31: LOT 5(32.18), 6(31.93), 7(31.69), 8(31.44)[AKA W/2W/2], E/2W/2 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYE-022765	9/8/1946	10/1/1946	<u>T13N R100W, 6TH PM</u> SEC 19: LOTS 7(33.72), 8(33.57)[AKA W/2SW/4], E/2SW/4 SEC 30: E/2, E/2NW/4 SEC 31: NE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYE-026196	1/1/1950	1/1/1950	<u>T13N R101W, 6TH PM</u> SEC 25: N/2N/2, SE/4NE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	

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 STEVEN DALE DAVIS, CLERK OF SWEETWATER COUNTY, WY Page 22 of 38

Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
J GEORGE JONES JR	5/2/1955	5/2/1955	T13N R101W, 6TH PM SEC 27: N/2SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	

* All of the leases on this Exhibit A-2 are subject to the terms of Wexpro Stipulation and Agreement dated October 14, 1981, but effective August 1, 1981.



Exhibit A-3

WC Leases

[See attached.]


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STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 24 of 38

EXHIBIT A-3 TO
ASSIGNMENT AND BILL OF SALE

EXHIBIT "A-3"

WC Leases

Attached to the Assignment and Bill of Sale dated December 15, 2015,
 between QEP Energy Company and Wexpro Development Company

Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
BUREAU OF LAND MANAGEMENT WYW-163017		7/1/1996	<u>T13N R101W, 6TH PM</u> SEC 13: NW/4, E/2SW/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW-162043		4/1/1997	<u>T13N R101W, 6TH PM</u> SEC 13: E/2 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW-163302	8/10/2005	9/1/2005	<u>T13N R101W, 6TH PM</u> SEC 23: SE/4NE/4, S/2 SEC 24: N/2 SEC 26: N/2N/2 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW-014692	5/16/1952	6/1/1952	<u>T13N R101W, 6TH PM</u> SEC 24: SW/4, W/2SE/4, NE/4SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW-014600	5/16/1952	6/1/1952	<u>T13N R101W, 6TH PM</u> SEC 24: SE/4SE/4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	
BUREAU OF LAND MANAGEMENT WYW-139235	6/26/1996	7/1/1996	<u>T12N R101W, 6TH PM</u> SEC 17: Lots 2, 3, 4, 5, 6, N/2NE/4, NE/4NW/4 SEC 20: Lots 3, 4 FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	



Lease Serial Number/Name	Lease Date	Eff Date	Tract Legal Description	Book-Page
STATE OF WYOMING -05-00138		4/2/2005	T12N R101W, 6TH PM TRACT 37 (FORMERLY ALL OF SEC. 16) RESURVEY FROM THE SURFACE TO THE BASE OF THE MESAVERDE FORMATION SWEETWATER COUNTY, WY	



Exhibit B-1

Trail Wells

[See attached.]


RECORDED 1/4/2016 AT 12:38 PM REC# 1646134 BK# 1212 PG# 5060
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RC

EXHIBIT B-1 TO
ASSIGNMENT AND BILL OF SALE

RC

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EXHIBIT "B-1"
Trail Wells

Attached to the Assignment and Bill of Sale dated December 15, 2015,
between QEP Energy Company and Wexpro Development Company.

WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
Trail Unit #10B-21D	WEXPRO	21-13N-100W-SENE	Sweetwater	WY
Trail Unit #114	WEXPRO	15-13N-100W-SWSE	Sweetwater	WY
Trail Unit #115	WEXPRO	15-13N-100W-SWSE (SHL) 22-13N-100W-NENE	Sweetwater	WY
Trail Unit #116	WEXPRO	15-13N-100W-SWSE (SHL) 22-13N-100W-NWNE	Sweetwater	WY
Trail Unit #11B-3D	WEXPRO	03-13N-100W-SWSE	Sweetwater	WY
Trail Unit #132	WEXPRO	16-13N-100W-NWSE	Sweetwater	WY
Trail Unit #14D-3W	WEXPRO	03-13N-100W-SWSE	Sweetwater	WY
Trail Unit #15	WEXPRO	10-13N-100W-NESW	Sweetwater	WY
Trail Unit #16	WEXPRO	3-13N-100W-NWNW	Sweetwater	WY
Trail Unit #16C-3D	WEXPRO	03-13N-100W-SWSE	Sweetwater	WY
Trail Unit #16D-9D	WEXPRO	16-13N-100W-NENE	Sweetwater	WY
Trail Unit #18	WEXPRO	3-13N-100W-SWSW	Sweetwater	WY
Trail Unit #1B-21D	WEXPRO	21-13N-100W-SENE	Sweetwater	WY
Trail Unit #1D-16W	WEXPRO	16-13N-100W-NENE	Sweetwater	WY
Trail Unit #21	WEXPRO	10-13N-100W-NENE	Sweetwater	WY
Trail Unit #22W	WEXPRO	SW/4 NE/4 SEC 09-13N-100W	Sweetwater	WY
Trail Unit #23W	WEXPRO	NW/4 NW/4 SEC 10-13N-100W	Sweetwater	WY
Trail Unit #25W	WEXPRO	NW/4 SE/4 SEC 09-13N-100W	Sweetwater	WY
Trail Unit #26	WEXPRO	10-13N-100W-SWNE	Sweetwater	WY
Trail Unit #27	WEXPRO	10-13N-100W-SWNE	Sweetwater	WY
Trail Unit #28	WEXPRO	10-13N-100W-SWNE	Sweetwater	WY
Trail Unit #29	WEXPRO	10-13N-100W-SWNE	Sweetwater	WY
Trail Unit #32	WEXPRO	13N-100W SEC 10-SWSW BHL/SEC 15-NWNE SHL	Sweetwater	WY
Trail Unit #35	WEXPRO	13N-100W SEC 10-SESE BHL/SEC 15-NWNE SHL	Sweetwater	WY
Trail Unit #37	WEXPRO	09-13N-100W-SWNE	Sweetwater	WY
Trail Unit #38	WEXPRO	09-13N-100W-SWNE	Sweetwater	WY
Trail Unit #3C-10J -Mesa	WEXPRO	10-13N-100W-NENW	Sweetwater	WY
Trail Unit #3C-15D	WEXPRO	16-13N-100W-NENE	Sweetwater	WY
Trail Unit #40	WEXPRO	15-13N-100W-NWNE	Sweetwater	WY
Trail Unit #43	WEXPRO	15-13N-100W-NWNE	Sweetwater	WY
Trail Unit #44	WEXPRO	15-13N-100W-SWSE	Sweetwater	WY
Trail Unit #45	WEXPRO	15-13N-100W-SWSE	Sweetwater	WY
Trail Unit #46	WEXPRO	16-13N-100W-NWSE	Sweetwater	WY
Trail Unit #47	WEXPRO	16-13N-100W-NWSE	Sweetwater	WY

WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
Trail Unit #48	WEXPRO	16-13N-100W-NWSE	Sweetwater	WY
Trail Unit #4C-22D	WEXPRO	21-13N-100W-SENE	Sweetwater	WY
Trail Unit #50	WEXPRO	17-13N-100W-NESE SHL 16-13N-100W-NWSW BHL	Sweetwater	WY
Trail Unit #51	WEXPRO	17-13N-100W-NESE SHL 16-13N-100W-SWSW BHL	Sweetwater	WY
Trail Unit #52	WEXPRO	16-13N-100W-NWSE	Sweetwater	WY
Trail Unit #55	WEXPRO	15-13N-100W-SWSE	Sweetwater	WY
Trail Unit #56	WEXPRO	15-13N-100W-SWSE	Sweetwater	WY
Trail Unit #57	WEXPRO	17-13N-100W-NESE SHL 20-13N-100W-NENE BHL	Sweetwater	WY
Trail Unit #5D-22D	WEXPRO	21-13N-100W-SENE	Sweetwater	WY
Trail Unit #61	WEXPRO	17-13N-100W-NESE	Sweetwater	WY
Trail Unit 62 62	WEXPRO	17-13N-100W-NESE	Sweetwater	WY
Trail Unit #6-22W	WEXPRO	22-13N-100W-SENE	Sweetwater	WY
Trail Unit #63	WEXPRO	17-13N-100W-NESE	Sweetwater	WY
Trail Unit #64	WEXPRO	17-13N-100W-NESE	Sweetwater	WY
Trail Unit #74	WEXPRO	09-13N-100W-SWNE	Sweetwater	WY
Trail Unit #75	WEXPRO	09-13N-100W-SWNE	Sweetwater	WY
Trail Unit #7A-3J	WEXPRO	03-13N-100W-SWNE	Sweetwater	WY
Trail Unit #7B-21D	WEXPRO	21-13N-100W-SENE	Sweetwater	WY
Trail Unit #7C-10W	WEXPRO	10-13N-100W-SWNE	Sweetwater	WY
Trail Unit #8C-16D	WEXPRO	16-13N-100W-NENE	Sweetwater	WY
Trail Unit #8C-21W	WEXPRO	21-13N-100W-SENE	Sweetwater	WY
Trail Unit #93	WEXPRO	09-13N-100W-SWNE	Sweetwater	WY
Trail Unit #94	WEXPRO	09-13N-100W-SWNE	Sweetwater	WY
Trail Unit WELL #1B-9D	WEXPRO	09-13N-100W-NENE	Sweetwater	WY
Trail Unit WELL #70	WEXPRO	09-13N-100W-NENE	Sweetwater	WY
Trail Unit WELL #9D-4D	WEXPRO	04-13N-100W-NESE BHL/9-13N-100W-NENE SHL	Sweetwater	WY
Trail Unit #33	WEXPRO	10 & 15-13N-100W SEC 10-SESW BHL/SEC 15-NWNE SHL	Sweetwater	WY
Trail Unit #41	WEXPRO	15-13N-100W-NWNE	Sweetwater	WY
Trail Unit #04D-16W	WEXPRO	NE/4 NW/4 SEC 16-13N-100W	Sweetwater	WY
Trail Unit #20	WEXPRO	10-13N-100W-NWSE	Sweetwater	WY
Trail Unit #12	WEXPRO	16-13N-100W-NWNE	Sweetwater	WY
Trail Unit #13	WEXPRO	03-13N-100W-NWSE	Sweetwater	WY
Trail Unit #17	WEXPRO	16-13N-100W-NESW	Sweetwater	WY
Trail Unit #2	WEXPRO	10-13N-100W-NWSW	Sweetwater	WY
Unit Powers 3	WEXPRO	03-13N-100W-NWSW	Sweetwater	WY
Govt 4	WEXPRO	15-13N-100W-NWSW	Sweetwater	WY
Trail Unit #6	WEXPRO	02-13N-100W-NWSW	Sweetwater	WY
Trail Unit #8	WEXPRO	11-13N-100W-NWSW	Sweetwater	WY

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Exhibit B-2

CC Wells

[See attached.]



RECORDED 1/4/2016 AT 12:38 PM REC # 1646134 BK# 1212 PG# 5063 RC
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 30 of 38

EXHIBIT B-2 TO
ASSIGNMENT AND BILL OF SALE

EXHIBIT "B-2"
CC Wells
Attached to the Assignment and Bill of Sale dated December 15, 2015,
between QEP Energy Company and Wexpro Development Company.

WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
CANYON CREEK 13-31 MESA	WEXPRO	T13N-R100W-31: SWSW	Sweetwater	WY
CANYON CREEK 15-11 MESA	WEXPRO	T12N-R101W-11: SWSE	Sweetwater	WY
CANYON CREEK UNIT 7-10	QEP Energy Company	T12N-R101W-10: NESW	Sweetwater	WY
CANYON CREEK SHALLOW 6-35	QEP Energy Company	T13N-R101W-35: SWSW	Sweetwater	WY
CANYON CREEK UNIT 9-25	QEP Energy Company	T13N-R101W-25: SWNE	Sweetwater	WY
CANYON CREEK SHALLOW 4-16	QEP Energy Company	T12N-R101W-16: NENE	Sweetwater	WY
CANYON CREEK SHALLOW 12-3	QEP Energy Company	T12N-R101W-3: NESW	Sweetwater	WY
C S Hill 3	WEXPRO	T12N-R101W-3: NESW	Sweetwater	WY
CANYON CREEK UNIT 4 MESA	WEXPRO	T12N-R101W-9: SENE	Sweetwater	WY
CANYON CREEK UNIT 5 MESA	WEXPRO	T12N-R101W-4: NWSE	Sweetwater	WY
CANYON CREEK UNIT 5 UP MESA	WEXPRO	T12N-R101W-4: NWSE	Sweetwater	WY
CANYON CREEK UNIT 6 MESA	WEXPRO	T12N-R101W-16: NENW	Sweetwater	WY
CANYON CREEK UNIT 7 MESA	WEXPRO	T12N-R101W-2: SWSW	Sweetwater	WY
CANYON CREEK UNIT 8 MESA	WEXPRO	T13N-R101W-34: SESE	Sweetwater	WY
CANYON CREEK UNIT 9 MESA	WEXPRO	T13N-R101W-34: SWSW	Sweetwater	WY
CANYON CREEK UNIT 10 MESA	WEXPRO	T13N-R101W-35: SENW	Sweetwater	WY
CANYON CREEK UNIT 11 MESA	WEXPRO	T13N-R101W-25: NWNW	Sweetwater	WY
CANYON CREEK UNIT 11 CC/TR	WEXPRO	T13N-R101W-25: NWNW	Sweetwater	WY
CANYON CREEK UNIT 12 MESA	WEXPRO	T13N-R100W-19: SWSW	Sweetwater	WY
CANYON CREEK UNIT 12 ALMOND	WEXPRO	T13N-R100W-19: SWSW	Sweetwater	WY
CANYON CREEK 13 MESA	WEXPRO	T13N-R101W-25: SWSW	Sweetwater	WY
CANYON CREEK UNIT 14 MESA	WEXPRO	T13N-R101W-36: NWSW	Sweetwater	WY
CANYON CREEK 14 UPPER MESA	WEXPRO	T13N-R101W-36: NWSW	Sweetwater	WY
CANYON CREEK UNIT 15 MESA	WEXPRO	T12N-R101W-16: NESE	Sweetwater	WY
CANYON CREEK UNIT 16 MESA	WEXPRO	T12N-R101W-10: SWNE	Sweetwater	WY
CANYON CREEK UNIT 16 UP MESA	WEXPRO	T12N-R101W-10: SWNE	Sweetwater	WY
CANYON CREEK UNIT 17 MESA	WEXPRO	T12N-R101W-3: SWNE	Sweetwater	WY
CANYON CREEK UNIT 18 MESA	WEXPRO	T12N-R101W-21: SWNE	Sweetwater	WY

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WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
CANYON CREEK UNIT 19 MESA	WEXPRO	T12N-R101W-8: NESE	Sweetwater	WY
CANYON CREEK 19 UPPER MESA	WEXPRO	T12N-R101W-8: NESE	Sweetwater	WY
CANYON CREEK UNIT 22 MESA	WEXPRO	T12N-R101W-9: NWSE	Sweetwater	WY
CANYON CREEK UNIT 23 MESA	WEXPRO	T12N-R101W-15: NWNW	Sweetwater	WY
CANYON CREEK UNIT 24 MESA	WEXPRO	T12N-R101W-16: NWSW	Sweetwater	WY
CANYON CREEK UNIT 25 MESA	WEXPRO	T12N-R101W-2: NWNE	Sweetwater	WY
CANYON CREEK 25 UPPER MESA	WEXPRO	T12N-R101W-2: NWNE	Sweetwater	WY
VW Hill 26	WEXPRO	T13N-R101W-34: NENE	Sweetwater	WY
CANYON CREEK UNIT 26 UPR MESA	WEXPRO	T13N-R101W-34: NENE	Sweetwater	WY
Unit Hill E-02620927	WEXPRO	T12N-R101W-16: NENE	Sweetwater	WY
CANYON CREEK UNIT 28 MESA	WEXPRO	T12N-R101W-9: NESW	Sweetwater	WY
CANYON CREEK UNIT 29 MESA	WEXPRO	T12N-R101W-16: NESW	Sweetwater	WY
Unit Bobby W-02320730	WEXPRO	T12N-R101W-15: SWSW	Sweetwater	WY
CS Hill Unit 31	WEXPRO	T12N-R101W-4: SESW	Sweetwater	WY
CANYON CREEK UNIT 33 MESA	WEXPRO	T13N-R101W-36: NWNE	Sweetwater	WY
CANYON CREEK 33 UPPER MESA	WEXPRO	T13N-R101W-36: NWNE	Sweetwater	WY
CANYON CREEK UNIT 32 MESA	WEXPRO	T12N-R101W-9: NENW	Sweetwater	WY
CANYON CREEK UNIT 37 MESA	WEXPRO	T12N-R101W-10: NWNW	Sweetwater	WY
CANYON CREEK UNIT 35 MESA	WEXPRO	T12N-R101W-10: NWSW	Sweetwater	WY
CANYON CREEK UNIT 36 MESA	WEXPRO	T12N-R101W-21: NENW	Sweetwater	WY
CANYON CREEK UNIT 38 MESA	WEXPRO	T12N-R101W-2: NWSW	Sweetwater	WY
CANYON CREEK UNIT 39 MESA	WEXPRO	T13N-R101W-26: SWSE	Sweetwater	WY
CANYON CREEK 39 UPPER MESA	WEXPRO	T13N-R101W-26: SWSE	Sweetwater	WY
CANYON CREEK UNIT 40 W MESA	WEXPRO	T12N-R101W-3: NWSE	Sweetwater	WY
CANYON CREEK UNIT 44 W MESA	WEXPRO	T12N-R101W-3: NENW	Sweetwater	WY
CANYON CREEK UNIT 46 MESA	WEXPRO	T13N-R101W-35: NWSW BHL; 34:NESE SHL	Sweetwater	WY
CANYON CREEK 49 MESA	WEXPRO	T13N-R101W-34: SWNE BHL; NESE SHL	Sweetwater	WY
CANYON CREEK UNIT 63 MESA	WEXPRO	T13N-R101W-36: NWNW	Sweetwater	WY
CANYON CREEK UNIT 16C-09J MESA	WEXPRO	T12N-R101W-9: SESE	Sweetwater	WY
CANYON CREEK UNIT 05B-03W MESA	WEXPRO	T12N-R101W-3: SWNW BHL; 4 SENE SHL	Sweetwater	WY
CANYON CREEK UNIT 06A-09W MESA	WEXPRO	T12N-R101W-9: SENW	Sweetwater	WY
CANYON CREEK UNIT 10C-35J MESA	WEXPRO	T13N-R101W-35: NWSE SHL; NESW BHL	Sweetwater	WY
CANYON CREEK UNIT 11C-34W MESA	WEXPRO	T13N-R101W-34: NESW	Sweetwater	WY

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WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
CANYON CREEK UNIT 13C-15W MESA	WEXPRO	T12N-R101W-15: SWSW	Sweetwater	WY
CANYON CREEK UNIT 14A-04W MESA	WEXPRO	T12N-R101W-4: SESW	Sweetwater	WY
CANYON CREEK UNIT 71 MESA	WEXPRO	T12N-R101W-2: NWNW BHL; 3: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 68 MESA	WEXPRO	T12N-R101W-3: NENE	Sweetwater	WY
CANYON CREEK UNIT 69 MESA	WEXPRO	T12N-R101W-3: NWNE BHL; 3: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 70 MESA	WEXPRO	T12N-R101W-3: SENE BHL; NENE SHL	Sweetwater	WY
CANYON CREEK 2D-4W MESA	WEXPRO	T12N-R101W-4 NWNE BHL; SENE SHL	Sweetwater	WY
CANYON CREEK UNIT 45 MESA	WEXPRO	T12N-R101W-4: NESE BHL; SENE SHL	Sweetwater	WY
CANYON CREEK 13B-4D MESA	WEXPRO	T12N-R101W-4: SESW SHL; SWSW BHL	Sweetwater	WY
CANYON CREEK 2A-9D MESA	WEXPRO	T12N-R101W-4: SESW; SHL; 9: NWNE BHL	Sweetwater	WY
CANYON CREEK 11B-4D MESA	WEXPRO	T12N-R101W-4: SESW; SHL; NESW BHL	Sweetwater	WY
CANYON CREEK UNIT 42 MESA	WEXPRO	T13N-R101W-34: NESE	Sweetwater	WY
CANYON CREEK 2A-25D MESA	WEXPRO	T13N-R101W-25: NWNE BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK UNIT 51 MESA	WEXPRO	T13N-R101W-34: SWSE BHL; NESE SHL	Sweetwater	WY
CANYON CREEK UNIT 43 MESA	WEXPRO	T13N-R101W-35: NWSW BHL; 34: NESE SHL	Sweetwater	WY
CANYON CREEK 11D-25D MESA	WEXPRO	T13N-R101W-25: NESW BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK 8C-25D MESA	WEXPRO	T13N-R101W-25: SENE BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK 7B-25W MESA	WEXPRO	T13N-R101W-25: SWNE	Sweetwater	WY
CANYON CREEK 50 MESA	WEXPRO	T13N-R101W-34: SWNE BHL; NESE SHL	Sweetwater	WY
CANYON CREEK UNIT 48 MESA	WEXPRO	T13N-R101W-35: SWNW BHL; 34: NESE SHL	Sweetwater	WY
CANYON CREEK 3A-25D MESA	WEXPRO	T13N-R101W-25: NENW BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK UNIT 72 MESA	WEXPRO	T13N-R101W-35: SWNE	Sweetwater	WY
CANYON CREEK UNIT 73 MESA	WEXPRO	T13N-R101W-35: NENE BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK UNIT 118 MESA	WEXPRO	T13N-R101W-35: SENE BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK UNIT 119 MESA	WEXPRO	T13N-R101W-35: NWNE BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK UNIT 162 MESA	WEXPRO	T12N-R101W-16: SENE	Sweetwater	WY
CANYON CREEK UNIT 163 MESA	WEXPRO	T12N-R101W-16: SWNE BHL; SENE SHL	Sweetwater	WY
CANYON CREEK UNIT 115 MESA	WEXPRO	T13N-R101W-36: NESW	Sweetwater	WY
CANYON CREEK UNIT 112 MESA	WEXPRO	T13N-R101W-36: SWNE BHL; NESW SHL	Sweetwater	WY
CANYON CREEK UNIT 113 MESA	WEXPRO	T13N-R101W-36: SENW BHL; NESW SHL	Sweetwater	WY
CANYON CREEK UNIT 114 MESA	WEXPRO	T13N-R101W-36: NWSE BHL; NESW SHL	Sweetwater	WY
CANYON CREEK UNIT 116 MESA	WEXPRO	T13N-R101W-36: SESW BHL; NESW SHL	Sweetwater	WY
CANYON CREEK UNIT 117 MESA	WEXPRO	T13N-R101W-36: SESW BHL; NESW SHL	Sweetwater	WY



WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
CANYON CREEK UNIT 124 MESA	WEXPRO	T13N-R100W-30: NENW BHL; 19: SWSW SHL	Sweetwater	WY
CANYON CREEK UNIT 125 MESA	WEXPRO	T13N-R100W-30: NWNW BHL; 19: SWSW SHL	Sweetwater	WY
CANYON CREEK UNIT 129 MESA	WEXPRO	T13N-R100W-19: NESW BHL; SWSW SHL	Sweetwater	WY
CANYON CREEK UNIT 130 MESA	WEXPRO	T13N-R100W-19: SESW BHL; SWSW SHL	Sweetwater	WY
CANYON CREEK UNIT 84 MESA	WEXPRO	T12N-R101W-10: NENE BHL; 3: SESE SHL	Sweetwater	WY
CANYON CREEK UNIT 95 MESA	WEXPRO	T12N-R101W-3: NESE BHL; SESE SHL	Sweetwater	WY
CANYON CREEK UNIT 96 MESA	WEXPRO	T12N-R101W-3: SESE	Sweetwater	WY
CANYON CREEK UNIT 97 MESA	WEXPRO	T12N-R101W-3: SWSE BHL; SESE SHL	Sweetwater	WY
CANYON CREEK UNIT 197 MESA	WEXPRO	T12N-R101W-11: NWNW BHL; 3: SESE SHL	Sweetwater	WY
CANYON CREEK UNIT 110 MESA	WEXPRO	T13N-R101W-36: NENW BHL; NESW SHL	Sweetwater	WY
CANYON CREEK UNIT 80 MESA	WEXPRO	T13N-R101W-25: NESE BHL; 13N-100W-19: SWSW	Sweetwater	WY
CANYON CREEK UNIT 126 MESA	WEXPRO	T13N-R100W-30: SENW BHL; 19: SWSW SHL	Sweetwater	WY
CANYON CREEK UNIT 216 MESA	WEXPRO	T13N-R100W-19: NWSW BHL; SWSW SHL	Sweetwater	WY
CANYON CREEK UNIT 75 MESA	WEXPRO	T13N-R101W-35: NWSE BHL; SWNE SHL	Sweetwater	WY
CANYON CREEK UNIT 122 MESA	WEXPRO	T13N-R101W-35: SWSEBHL; 12N-1012-S: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 98 MESA	WEXPRO	T12N-R101W-2: NENE	Sweetwater	WY
CANYON CREEK UNIT 99 MESA	WEXPRO	T12N-R101W-2: SENE BHL; NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 107 MESA	WEXPRO	T12N-R101W-1: NWNW BHL; 2: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 108 MESA	WEXPRO	T12N-R101W-1: SWNW BHL; 2: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 121 MESA	WEXPRO	T13N-R101W-35: SESE BHL; 12N-101W-2: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 123 MESA	WEXPRO	T13N-R101W-35: SESW BHL; 12N-101W-2: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 219 MESA	WEXPRO	T12N-R101W-1: SWNW BHL; 2: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 218 MESA	WEXPRO	T13N-R101W-35: SWSW BHL; 12N-101W-3: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 101 MESA	WEXPRO	T12N-R101W-2: SWNW BHL; 3: NENE SHL	Sweetwater	WY
CANYON CREEK UNIT 146 MESA	WEXPRO	T13N-R101W-34: SWSE BHL; 12N-1012-3: NENE SHL	Sweetwater	WY



Exhibit B-3

WC Wells

[See attached.]

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EXHIBIT B-3 TO
ASSIGNMENT AND BILL OF SALE

EXHIBIT "B-3"
 WC Wells

Attached to the Assignment and Bill of Sale dated December 15, 2015,
 between QEP Energy Company and Wexpro Development Company.

WELL NAME	OPERATOR	LEGAL DESCRIPTION	COUNTY	ST
WHISKEY CANYON UNIT 9-23	QEP	T13N-R101W-23: NESE(SHL); SESE (BHL)	Sweetwater	WY
WHISKEY CANYON UNIT 4-26	QEP	T13N-R101W-26: NWNW	Sweetwater	WY
WHISKEY CANYON UNIT 16-13	QEP	T13N-R101W-13: SESE	Sweetwater	WY
WHISKEY CANYON UNIT 3	QEP	T13N-R101W-24: SWNE(SHL); NWSE(BHL)	Sweetwater	WY



Exhibit C

Excluded Assets

[See attached.]



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EXHIBIT C TO
ASSIGNMENT AND BILL OF SALE

EXHIBIT "C"

Excluded Assets

Attached to the Assignment and Bill of Sale dated December 15, 2015,
between QEP Energy Company and Wexpro Development Company

Well Name

Trail Unit 1 Water Disposal Well

Location

T13N-R100W-Sec. 16: NWSE

Other

Canyon Creek 3D Seismic Survey acquired in 2004 covering approximately 51 square miles within Townships 12-13N and Ranges 100-101W in Sweetwater County, Wyoming

Vermillion 3D Seismic Survey acquired in 1996 covering approximately 100 square miles within Townships 12-14N and Ranges 99-101W in Sweetwater County, Wyoming and Moffat County, Colorado.

Sugarloaf 3D Seismic Survey acquired in 1999 covering approximately 33 square miles within Townships 11-12N and Ranges 101-102W in Moffat County, Colorado.



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Exhibit K Pages 244-299 are REDACTED

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STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 1 of 10
DW

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
 §
COUNTY OF SWEETWATER §

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”) is by and between **NORTH SHORE EXPLORATION AND PRODUCTION, LLC**, a Delaware limited liability company (“Assignor”), whose mailing address is 370 17th Street, Suite 5625, Denver, Colorado 80202, and **WEXPRO COMPANY**, a Utah corporation (“Assignee”), whose mailing address is P.O. Box 45003, Salt Lake City, Utah, 81845-0003, and is dated April 16, 2015, but effective as of 7:00 a.m. (Mountain Time) on November 1, 2014 (the “Effective Time”).

**ARTICLE I
ASSIGNMENT**

Section 1.1 Assignment. Assignor, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which are acknowledged, hereby bargains, sells, assigns and delivers to Assignee all of Assignor’s right, title and interest in and to the following assets (the “Assets”):

(a) the oil and gas and interests in leases and other lands or interests associated therewith or pooled, unitized or communitized therewith, including, without limitation, all working interests, operating rights, record title interests, royalty interests, net profits interests, production payments, mineral interests, forced pooled interests, and interests acquired under contracts or otherwise in the lands covered by the leases, and any other lands or interests pooled, unitized or communitized therewith as described in attached **Exhibit A**;

(b) the oil and gas wells identified in attached **Exhibit B**, whether producing, plugged or unplugged, shut-in or permanently or temporarily abandoned along with the surface and subsurface equipment connected thereto or used in connection therewith, appurtenances thereto, facilities thereon and the oil, gas and other hydrocarbon substances produced therefrom as of the Effective Time;

(c) all of the personal property, equipment, fixtures, appurtenances, and improvements and facilities, equipment, pipelines, pipeline laterals, well pads, tank batteries, wellheads, platforms, treating equipment, compressors, power lines, casing, tubing, pumps, motors, gauges, valves, heaters and treaters appurtenant to the leases or wells or used in connection therewith;

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MAY 05 2015
WEXPRO COMPANY
BRADY B. RASMUSSEN

(d) all oil, natural gas, condensate, casing head gas, sulfur dioxide or other minerals attributable or allocable to the leases or wells from and after the Effective Time or which are in storage above the pipeline connection as of the Effective Time;

(e) all rights-of-way, easements, permits, licenses, approvals used in connection with operations for the exploration and production of oil, gas or other minerals on or from the leases or interests or otherwise connected to the wells;

(f) all presently existing contracts, agreements and instruments including unit agreements, operating agreements, unitization agreements, communitization and pooling agreements, agreements for the purchase and oil, casinghead gas or CO₂, transportation agreements, gathering and processing agreements and all applicable amendments; and

(g) all other real and personal property, fixtures, appurtenances, files, records, title reports, division orders, prospect information, production records, operational records, producing and processing records and all related materials in Assignor's possession.

EXCEPTING AND RESERVING to Assignor, however, all Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, subject, however, to the terms and conditions set forth herein.

Section 1.2 Asset Exchange Agreement. This Assignment is delivered subject to the terms and conditions of that Asset Exchange Agreement dated April 16, 2015, but effective as of the Effective Time, by and between Assignor and Assignee (the "**Exchange Agreement**"). In the event of a conflict between this Assignment and the Exchange Agreement, the terms, provisions and conditions of the Exchange Agreement shall control.

Section 1.3 Excluded Assets. The Assets do not include, and there is excepted, reserved and excluded from this Assignment, the following (collectively, the "**Excluded Assets**"): (a) all of Assignor's corporate minute books and other business records that relate to Assignor's business generally, (b) all accounts, receivables and all other proceeds or income attributable to the Assets with respect to any period of time prior to the Effective Time; (c) all rights and interests relating to the Assets under any existing insurance policy, bond or to any insurance or condemnation proceeds or awards arising from acts or events causing the destruction of property; (d) all hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (e) all claims of Assignor for tax refunds or loss carry forwards attributable to any period prior to the Effective Time, (f) income taxes paid by Assignor or any taxes attributable to the other Excluded Assets; (g) all personal computers, radios and telephone equipment, (h) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property, (i) all documents and instruments of Assignor that may be protected by an attorney-client privilege; (j) all data that



cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; (k) all audit rights arising under any of the (i) Applicable Contracts or otherwise with respect to any period prior to the Effective Time or (ii) other Excluded Assets, except for any Imbalances; (l) all geophysical and other seismic and related technical data and information relating to the Assets to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty to any third party under any Contract and which Assignee has not separately agreed in writing to pay; and (m) any offices, office leases and any office furniture or office supplies located in or on such offices or office leases.

Section 1.4 Special Warranty of Title. EXCEPT AS EXPRESSLY PROVIDED IN THE EXCHANGE AGREEMENT, ASSIGNOR BINDS ITSELF, ITS SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE INTEREST DESCRIBED ON EXHIBIT A TO ASSINGEE, ITS SUCCESSORS AND ASSIGNS FOREVER, AGAINST EVERY PERSON LAWFULLY CLAIMING THIS INTEREST OR ANY PART OF IT, BY, THROUGH, OR UNDER ASSIGNOR, BUT NOT OTHERWISE. HOWEVER, ALL EQUIPMENT, WELLS, AND PERSONAL PROPERTY ARE SOLD AS IS AND WHERE IS, AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.

ARTICLE II DISCLAIMERS; ASSUMPTION

Section 2.1 Disclaimers.

(a) OTHER THAN THOSE REPRESENTATIONS SET FORTH IN THE EXCHANGE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S LIMITED RIGHTS UNDER THE EXCHANGE AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(b) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF

CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

Section 2.2 Assumption. ASSIGNEE AGREES TO (I) ASSUME SOLE RESPONSIBILITY FOR AND AGREES TO PAY ALL COSTS AND EXPENSES ASSOCIATED WITH PLUGGING AND ABANDONMENT OF ALL WELLS, DECOMMISSIONING OF ALL FACILITIES, AND CLEARING AND RESTORATION OF ALL SITES, IN EACH CASE INCLUDED IN, OR ASSOCIATED WITH, THE ASSETS, AND ASSIGNEE MAY NOT CLAIM THE FACT THAT PLUGGING AND ABANDONMENT, DECOMMISSIONING, SITE CLEARANCE OR RESTORATION OPERATIONS ARE NON-COMPLETE OR THAT ADDITIONAL COSTS AND EXPENSES ARE REQUIRED TO COMPLETE ANY SUCH OPERATIONS AS A BREACH OF ASSINGOR'S REPRESENTATIONS OR WARRANTIES MADE HEREUNDER OR IN THE EXCHANGE AGREEMENT OR THE BASIS FOR ANY OTHER REDRESS AGAINST ASSIGNOR; AND ASSIGNEE AGREES TO (II) ASSUME SOLE RESPONSIBILITY FOR AND AGREES TO PAY ANY AND ALL COSTS AND EXPENSES ARISING OUT OF ENVIRONMENTAL LAWS (INCLUDING WITHOUT LIMITATION, ANY COMPLIANCE OR NON-COMPLIANCE THEREWITH, ANY ADVERSE ENVIRONMENTAL CONDITIONS AND THE DISPOSAL RELEASE, DISCHARGE OR EMISSION OF HYDROCARBONS, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES, HAZARDOUS MATERIALS, SOLID WASTES OR POLLUTANTS INTO THE ENVIRONMENT), KNOWN OF UNKNOWN, WITH RESPECT TO THE ASSETS, REGARDLESS OF WHETHER SUCH OBLIGATIONS OR LIABILITIES AROSE PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME. ASSIGNEE EXPRESSLY AGREES TO ASSUME THE RISK THAT THE ASSETS MAY CONTAIN WASTE MATERIALS, INCLUDING, WITHOUT LIMITATION, NORM, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES, HAZARDOUS MATERIALS, SOLID WASTES, OR OTHER POLLUTANTS.

ARTICLE III MISCELLANEOUS

Section 3.1 Additional Agreements. Assignor covenants and agrees to execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Assignee may reasonably request, to convey and deliver the Assets to Assignee.

Section 3.2 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignor, Assignee, and their respective successors and permitted assigns.

Section 3.3 Governing Law. The laws of the State of Wyoming, without giving effect to principles of conflicts of laws, govern all matters arising out of this Assignment and the parties submit to the jurisdiction of the courts of the State of Wyoming and agree to file any actions in said courts for any disputes arising under this agreement.

Section 3.4 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.

Section 3.5 Separate Assignments. Where separate assignments of the Assets have been or will be executed for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional Assignment or assignment of such properties, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 3.6 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

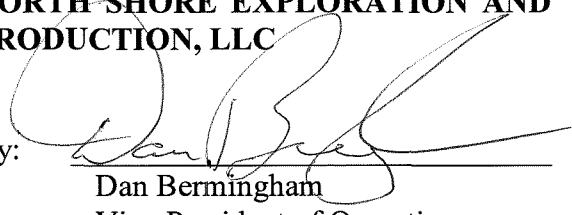
[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above, to be effective, however, for all purposes as of the Effective Time.

ASSIGNOR:

**NORTH SHORE EXPLORATION AND
PRODUCTION, LLC**

By:

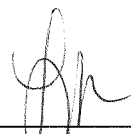


Dan Bermingham
Vice-President of Operations

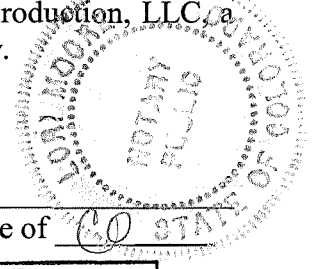
ACKNOWLEDGMENT

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on the 16th day of April, 2015, by Dan Bermingham, Vice-President of Operations of North Shore Exploration and Production, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Notary Public, State of CO STATE OF COLORADO

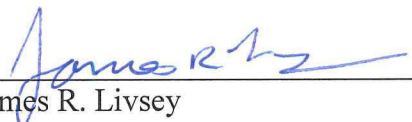


**LORI MOORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004029871
MY COMMISSION EXPIRES 02/06/2017**



ASSIGNEE:

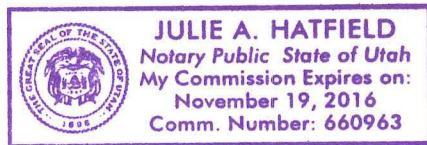
WEXPRO COMPANY

By: 
James R. Livsey
Executive Vice-President and
Chief Operating Officer

ACKNOWLEDGMENT

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

This instrument was acknowledged before me on the 16th day of April, 2015, by James R. Livsey, the Executive Vice-President and Chief Operating Officer of Wexpro Company, a Utah corporation, on behalf of said corporation.



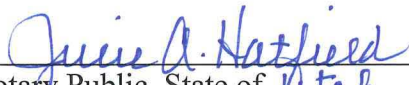

Notary Public, State of Utah

EXHIBIT A

(to that Assignment and Bill of Sale dated April 16, 2015 from
North Shore Exploration and Production, LLC to Wexpro Company)

LEASES:

LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEGAL DESCRIPTION
USA WYW-016211	SUZY LANSDALE	1/1/1969	SWEETWATER	WYOMING	T013N - R100W: SEC 001 S2 NW4, N2 SW4, SW4 SW4, LOT 3, LOT 4
USA WYW-016692	CARLA. PETERSON	2/1/1969	SWEETWATER	WYOMING	T013N - R099W: SEC 007 SW4 SE4
USA WYW-014729	R D MACDONALD EST	5/1/1948	SWEETWATER	WYOMING	T013N - R100W: SEC 013 NE4 SE4, E2 NE4
USA WYW-138911	ELDA M BUTTERWICK	6/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 018 NW4 NE4
USA WYW-014726	ELDA M BUTTERWICK	6/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 018 SW4 NE4, NW4
USA WYW-014725	ELDA M. BUTTERWICK	6/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 018 LOT 3, NW4 SE4, NE4 SW4
USA WYE-0 023812B	ELDA M. BUTTERWICK	6/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 018 NE4 NE4, SE4 NE4, NW4 NE4
USA WYE-0 024060B	MARY P FOREMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R100W: SEC 012 W2 SE4, NE4
USA WYE-0 024060D	MARY P FOREMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 007 SE4 SW4
USA WYE-0 024057B	JOHN J. FOREMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R100W: SEC 001 S2 NE4, SE4, LOT 1, LOT 2
USA WYE-0 024060A	MARY P FOREMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 007 NE4 SW4, N2 SE4, LOT 3, LOT 4
USA WYE-0 024060E	MARY P FOREMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R100W: SEC 012 E2 SE4
USA WYE-0 024061	JANE KLEEMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 007 NE4, E2 NW4, LOT 2
USA WYE-0 024061B	JANE KLEEMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 006 LOT 3, LOT 4, LOT 5, LOT 6, LOT 7 SEC 008 NE4
USA WYE-0 024060F	MARY P FOREMAN	9/1/1948	SWEETWATER	WYOMING	T013N - R099W: SEC 006 E2 SW4; SE4 NW4, S2 NE4, SE4, LOT 1, LOT 2 T013N - R099W: SEC 007 LOT 1 T013N - R100W: SEC 012 W2



RECORDED 4/29/2015 AT 12:55 PM REC # 1641571 BK # 1209 PG # 4543
STEVEN DALE DAVIS, CLERK OF SWEETWATER COUNTY, WY Page 8 of 10

EXHIBIT A

(to that Assignment and Bill of Sale dated April 16, 2015 from
 North Shore Exploration and Production, LLC to Wexpro Company)

EASEMENT:

GRANTOR	GRANTEE	AGMT DATE	COUNTY	STATE	LEGAL DESCRIPTION
USA WYW-139919	MARATHON OIL COMPANY	01/23/1997	SWEETWATER	WYOMING	T013N - R100W: ACCESS ROAD TO USA WYE-024060B SEC 004 W2 SW/4 SEC 005 SE4 NW4, N2 SE4, SW4 NE4 SEC 009 N2 NW4, SE4 NW4, N2 SE4, SW4 NE4 SEC 010 N2 SW4, SE4 SW4, SW4 SE4 SEC 011 SE4 SW4, S2 SE4 SEC 012 S2 SW4 SEC 014 N2 NW4 SEC 015 N2 NE4

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 STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WY Page 9 of 10 DW

EXHIBIT B

(to that Asset Exchange Agreement dated April 16, 2015 between
 Wexpro Company and North Shore Exploration and Production, LLC)

API #	WELL NAME	COUNTY	STATE	DESCRIPTION
4903705138	KINNEY UNIT #2	SWEETWATER	WYOMING	SEC 18-13N-99W
4903721161	KINNEY UNIT 5	SWEETWATER	WYOMING	SEC 12-13N-100W
4903720796	KINNEY UNIT 4 (DAKOTA)	SWEETWATER	WYOMING	SEC 12-13N-100W
4903705136	KINNEY-PIONEER UNIT #3 AKA PIONEER UNIT	SWEETWATER	WYOMING	SEC 18-13N-99W
4903705151	KINNEY-PIONEER UNIT #4	SWEETWATER	WYOMING	SEC 12-13N-100W
4903720796	KINNEY UNIT 4 (FRONTIER)	SWEETWATER	WYOMING	SEC 12-13N-100W
4903728767	KINNEY UNIT WELL #18	SWEETWATER	WYOMING	SEC 18-13N-99W
4903724085	KINNEY UNIT 13-1	SWEETWATER	WYOMING	SEC 13-13N-100W
4903723781	VERMILLION CREEK DEEP 1	SWEETWATER	WYOMING	SEC 12-13N-100W

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