

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_

Side Two

Must Be Filed For All Wells

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary  
 \* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

**ASSIGNMENT AND BILL OF SALE**

STATE OF KANSAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF KEARNY       §

Riviera Upstream, LLC, whose address is 600 Travis Street, Suite 1700, Houston, Texas (herein called "ASSIGNOR"), for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Petroleum Development Company, whose address is 401 South Boston, 1050 Mid-Continent Building, Tulsa, OK 74103, its successors and assigns (hereinafter referred to as "ASSIGNEE"), all of ASSIGNOR's right, title, and interest in and to the following:

(a) the oil and gas leases, oil, gas and mineral leases, and subleases described on Exhibit A attached hereto and made a part hereof (and any ratifications, extensions and amendments thereof, whether or not the same are described on Exhibit A), collectively the "Leases" and any and all oil, gas, water, CO2, or injections wells thereon or on pooled, communitized or unitized acreage that includes all or any part of the Leases, including without limitation the interests in the wells shown on Exhibit B attached hereto (the "Wells");

(b) without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of ASSIGNOR in and to the lands described on Exhibit A hereto or described in any of the Leases or other instruments described on such Exhibit A (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests, accounts receivables and other interests insofar as they cover such lands), even though ASSIGNOR's interest therein may be incorrectly described in, or omitted from, such Exhibit A;

(c) all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations, designations and/or orders (including, without limitation, those described on Exhibit A hereto) and in and to the properties covered and the units created thereby (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) relating to the properties described in subparagraphs (a) and (b) above;

(d) all oil and gas produced from or attributable to the properties described in subparagraphs (a), (b) and (c) above on or after the Effective Date;

(e) all oil, condensate and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane and gasoline inventories of ASSIGNOR from the properties described in subparagraphs (a), (b), (c) and (d) above in storage as of the Effective Date;

(f) all equipment, machinery, facilities, fixtures, and other tangible personal property and improvements, including pipelines and well equipment (both surface and subsurface) located on, or used or held for use primarily in connection with, the properties described in subparagraphs (a), (b), (c), (d) and (e) above;

(g) all presently existing and valid production sales contracts, operating agreements, area of mutual interest agreements, joint venture agreements, farmin and farmout agreements, leases, exploration agreements, transportation agreements, gathering agreements, agreements for the sale, storage and purchase of oil and gas, treating and processing agreements and other agreements and contracts which relate to any of the properties described in subparagraphs (a), (b), (c), (d), (e) and (f) above, including, but not limited to, the contracts and agreements listed on Exhibit "C". ;

(h) all permits and licenses (including, without limitation, all environmental and other governmental permits, licenses and authorizations), surface fee interests, rights of way, easements, and other rights of surface use, water rights and other rights and interests used in connection with the exploration, development, operation or maintenance of the properties described in subparagraphs (a), (b), (c), (d), (e), (f) and (g) above; and

(i) the information, books, records, trade secrets and confidential information, including but not limited to geophysical and geological information, drilling operations, production data, customer information, operational data, research and development studies, reservoir modeling information and models, engineering information, and know-how (but excluding any trade secrets and confidential information of third parties) and other data, information, and records of ASSIGNOR, whether in hard copy or electronic or digital format, to the extent the foregoing relates primarily to the properties described in subparagraphs (a), (b), (c), (d), (e), (f), (g), and (h) above, excluding however, any data, information and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement or by applicable law, and for which no consent to transfer has been received or for which ASSIGNEE has not agreed in writing to pay the fee or other consideration, as applicable.

The properties, rights and interests described in subparagraphs (a) through (i) above are herein sometimes called the "Properties".

This Assignment and Bill of Sale ("Assignment") is made and accepted expressly subject to the following reservations, terms, covenants and conditions, to-wit:

1. **WARRANTY:** This Assignment is made and accepted without warranty of title of any kind, either express or implied.

Additionally, any and all equipment, personal property, and wells to be conveyed hereunder, shall be conveyed without warranty or representation of any kind as to the condition, quality, quantity, or weight, and **ASSIGNEE DOES HEREBY ACCEPT SUCH EQUIPMENT, PERSONAL PROPERTY, AND WELLS ON AN "AS IS, WHERE IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY KNOWN PURPOSE, MERCHANTABILITY, OR OF ANY OTHER KIND.**

Further, ASSIGNOR makes no representation or warranty of any kind, either express or implied, as to the accuracy, completeness, or veracity of any data, information, or materials supplied or furnished to assignee, whether such data, information, or materials are supplied or furnished contemporaneously herewith, prior to, or subsequent to the execution hereof. Any reliance upon any such data, information, or materials so supplied or furnished, shall be at ASSIGNEE's sole risk.

2. **ENVIRONMENTAL MATTERS:** ASSIGNOR makes no representation or warranty of any kind, either express or implied, as to the existence or non-existence of any naturally occurring radioactive materials, hazardous wastes, or hazardous materials, on, in, or under the properties covered hereby. ASSIGNEE shall accept the interests in the properties and interests covered hereby on an "AS IS, WHERE IS" basis and shall assume any and all liability and/or expense for any restoration, clean-up, disposal, or removal which may be incurred as the result of the existence or discovery of any such material or waste on, in, or under the properties or interests described herein.

ASSIGNEE acknowledges that ASSIGNEE has had an opportunity to conduct an onsite environmental assessment of the Properties and to conduct such tests, examinations, investigations, and studies as may be necessary in ASSIGNEE's sole judgment to determine the condition of the Properties and the presence of waste or contaminants. ASSIGNEE shall keep any data or information acquired by all such examinations and the results and analyses thereof strictly confidential and not disclose any of such information or data to any person or agency without the prior written consent of ASSIGNOR; provided, however, ASSIGNEE shall provide a copy of all such data and information to ASSIGNOR. ASSIGNEE shall be deemed to have inspected the Properties or waived its right to inspect the Properties for all purposes and satisfied itself as to the physical and environmental condition, both surface and subsurface, including, but not limited to conditions specifically related to the presence, release, or disposal of Hazardous Substances.

ASSIGNEE assumes full responsibility for, and agrees to indemnify, hold harmless and defend ASSIGNOR from and against all loss, liability, claims, fines, expenses, costs (including attorney's fees and expenses) and causes of action caused by or arising out of any violation of any environmental law or regulation (including common law), or the presence, disposal, release or threatened release of any hazardous substance ("Hazardous Substance") (as the terms "release" and "hazardous substance" are defined in the Comprehensive

Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§9601, et seq.) from the Properties into the atmosphere or into or upon land or any water course or body of water, including groundwater, whether or not attributable to the ASSIGNOR's activities or the activities of third parties (regardless of whether or not the ASSIGNOR was or is aware of such activities) prior to, during or after the period of ASSIGNOR's ownership of the Properties. This indemnification and assumption shall apply, but is not limited to, liability for response actions undertaken pursuant to CERCLA or any other environmental law or regulation.

3. EFFECTIVE DATE: This Assignment and Bill of Sale shall be effective as of January 1, 2019 ("Effective Date").

4. OPERATIONS ON OR AFTER THE EFFECTIVE DATE; PRORATION OF PRODUCTION AND EXPENSES: ASSIGNOR shall be responsible for payment of all expenses incurred with respect to the Properties prior to the Effective Date. ASSIGNEE shall be responsible for payment of all expenses incurred with respect to the Properties on or after the Effective Date. "Expenses" under this Paragraph shall include any expenses incurred in the operation, protection, or maintenance of the Properties.

All production from oil and gas wells, and all proceeds from the sale thereof, including proceeds from the sale of any oil in storage above the pipeline connection, and any accounts receivable balances, funds held in suspense or escrow, any of which are attributable to production prior to the Effective Date, shall be the property of ASSIGNOR. All production from oil and gas wells, and all proceeds from the sale thereof attributable to production on or after the Effective Date shall be the property of ASSIGNEE.

Within ninety (90) days after the Effective Date, ASSIGNOR and ASSIGNEE shall make a settlement to account for all production proceeds received and all operating expenditures paid by ASSIGNOR on or after the Effective Date. Within six (6) months after the Effective Date, either party may, at its own expense, audit the other party's books, accounts and records relating to production proceeds and operating expenses paid which may have been adjusted on account of this transaction. Such audit shall be conducted so as to cause a minimum of inconvenience to the audited party.

5. ASSUMPTION OF OBLIGATIONS: ASSIGNEE shall assume all obligations and perform all duties of ownership resulting from the ownership of the Properties, including, but not limited to, the following:

(a) ASSIGNEE shall execute any forms or documents required to effect a change of ownership on the records of the state or federal agencies with authority to regulate operations conducted on the Properties;

(b) ASSIGNEE shall operate any and all wells in compliance and conformity with the applicable state and federal laws;

(c) ASSIGNEE shall properly plug any and all wells conveyed, in

accordance with the applicable state and federal laws, if and when the wells conveyed herein are abandoned or are required to be plugged;

(d) ASSIGNEE shall assume all obligations, express or implied, of ASSIGNOR under the Properties insofar as such obligations are applicable to the rights herein assigned, whether such obligations arise from lease, contract, agreement, or otherwise, as well as all of the obligations hereof.

6. EXISTING BURDENS: The interests in the Properties covered by this Assignment and Bill of Sale are conveyed by ASSIGNOR and accepted by ASSIGNEE subject to all existing burdens with which the Properties are encumbered, and ASSIGNEE hereby assumes and agrees to pay, perform, or carry, as the case may be, each of the existing burdens to the extent that such existing burdens are or remain a burden on the interest in the Properties herein assigned. The term "existing burdens" as used herein shall mean all royalties, overriding royalties, production payments, net profit obligations, carried working interest and any and all other payments out of or with respect to production, with which the Properties are burdened as of the date hereof.

Additionally, the interest in the Properties described herein is conveyed subject to the terms and provisions of any existing operating agreements, unit agreements, product sales agreements, gas purchase and sale agreements, farmout agreements, as well as any and all other agreements to which the Properties may be subject. Any and all obligations, duties, and liabilities accruing under such agreements shall be assumed by and become the responsibility of ASSIGNEE. Without limiting the foregoing, ASSIGNEE specifically assumes the contracts and agreements listed on Exhibit "C". This Assignment is subject to any pre-existing preferential rights to purchase in favor of third parties whether known or unknown.

7. TAXES:

(a) Property and ad valorem taxes with respect to the period prior to the Effective Date shall be paid by ASSIGNOR. All property and ad valorem taxes with respect to the period commencing the Effective Date shall be paid by ASSIGNEE.

(b) Sales taxes, documentary stamp taxes, transfer taxes, and other similar taxes resulting from the acquisition of the Properties shall be paid by ASSIGNEE. ASSIGNEE shall remit all such taxes which result from the sale, directly to the appropriate taxing agency.

8. INDEMNIFICATION:

(a) ASSIGNEE shall defend, indemnify and hold harmless ASSIGNOR, its affiliates, and their respective officers, partners, employees, and agents, and their respective successors and assigns, from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or resulting from ASSIGNEE's ownership or operation of the Properties described herein, on or after the Effective Date; including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any real or personal property under any theory, including tort, contract or strict



liability. ASSIGNEE further covenants and agrees to defend any suits brought against ASSIGNOR, its affiliates, and their respective officers, partners, employees, and agents, and their respective successors and assigns, on account of any such claims and to pay any judgments against any of them resulting from any such suit or suits, along with all costs and expenses relative to any such claims, including attorney's fees; provided, ASSIGNOR shall, nevertheless, at its cost and expense, have the right, if it so elects, to participate in the defense of any such suit or suits in which it may be a party, without relieving ASSIGNEE of the obligation to defend the same.

(b) Except as otherwise agreed in Article 2, ASSIGNOR shall defend, indemnify and hold harmless ASSIGNEE, its successors and assigns, from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or resulting from ASSIGNOR's ownership and operation of the Properties prior to the Effective Date; including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any real or personal property under any theory, including tort, contract or strict liability. ASSIGNOR further covenants and agrees to defend any suits brought against ASSIGNEE on account of any such claims and to pay any judgment against ASSIGNEE, resulting from any such suit or suits, along with all costs and expenses relative to any such claims, including attorney's fees; provided, ASSIGNEE shall, nevertheless, at its cost and expense, have the right, if it so elects, to participate in the defense of any such suit or suits in which it may be a party without relieving ASSIGNOR of the obligation to defend the same.

**(c) EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS ASSIGNMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (INCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

9. MISCELLANEOUS:

(a) Any and all costs associated with the assignment or transfer hereunder of any properties or equipment shall be the sole responsibility and obligation of the ASSIGNEE.

(b) The parties agree to do such further acts or execute such further documents as may reasonably be required to properly create or confirm title to the Properties or to transfer the Properties to ASSIGNEE. Any and all costs associated with or resulting from the assignment or transfer hereunder of any properties or equipment shall be the sole responsibility and obligation of the ASSIGNEE.

TO HAVE AND TO HOLD the same unto the ASSIGNEE, its successors and assigns, according to the terms, covenants and conditions of the Leases and other interests conveyed hereunder.

The reservations, terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE, their respective successors and assigns, and shall attach to and run with the Oil and Gas Leases, the lands covered thereby, and with each transfer or assignment thereof.

This Assignment may be signed in counterparts and when executed by ASSIGNOR and ASSIGNEE shall have the same force and effect as if both parties had executed the same instrument. Additionally, the counterpart signature and acknowledgment pages may be combined to form one original for all purposes, including (without limitation) recordation.

*[Signature and Acknowledgment Pages Follow]*

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgement annexed hereto, but **effective for all purposes as of the Effective Date.**

**ASSIGNOR:**

Riviera Upstream, LLC

By:   
Name: Daniel Furbee  
Title: Executive VP & COO

**ASSIGNEE:**

Petroleum Development Company

By: \_\_\_\_\_  
Name: Wm. Dennis Ingram  
Title: President

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgement annexed hereto, but effective for all purposes as of the Effective Date.

**ASSIGNOR:**

Riviera Upstream, LLC

By: \_\_\_\_\_  
Name: Daniel Furbee  
Title: Executive VP & COO

**ASSIGNEE:**

Petroleum Development Company

By: Wm. [Signature]  
Name: Wm. Dennis Ingram  
Title: President

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

This instrument was acknowledged before me this 21<sup>st</sup> day of January 2019, by Daniel Furbee, known to me to be the Executive VP & COO of Riviera Upstream, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.



  
Notary Public in and for the State of Texas

THE STATE OF OKLAHOMA  
COUNTY OF TULSA

§  
§  
§

This instrument was acknowledged before me this \_\_\_ day of January 2019, by Wm. Dennis Ingram, known to me to be the President of Petroleum Development Company, an Oklahoma corporation, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC (ID NO. \_\_\_\_\_)

THE STATE OF OKLAHOMA     §  
  §  
COUNTY OF TULSA           §

This instrument was acknowledged before me this \_\_\_ day of January 2019, by Wm. Dennis Ingram, known to me to be the President of Petroleum Development Company, an Oklahoma corporation, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.



*Sheri L. Jones*  
Print name: Sheri L. Jones  
NOTARY PUBLIC (ID NO. 11002417)

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me this 31<sup>st</sup> day of January 2019, by Daniel Furbee, known to me to be the Executive VP & COO of Riviera Upstream, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

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

**Exhibit A**  
**Leases**

**To that certain Assignment and Bill of Sale effective January 1, 2019 by and between Riviera Upstream, L.L.C., as Assignor, and Petroleum Development Company, as Assignee**

Agmt #	Agmt Name (Lessor)	Lessee	Agmt Date	Qtr	Section	Township	Range	Book	Page	Rec St	Rec County	Legacy Agmt #
L047365000	PURDY, A B ET UX	J D LONG	2/17/1944	SW	13	T022S	R035W	11	19	KS	KEARNY	15-1039060-000
L049074000	MURRAY, E C ET AL	WARREN PETROLEUM CORP	9/27/1949	NW	13	T022S	R035W	10	148	KS	KEARNY	15-1039140-000
L050765000	PURDY, A B ET UX	CITIES SERVICE OIL COMPANY	8/27/1943	NE	13	T022S	R035W	10	385	KS	KEARNY	15-1039050-000
L037512001	WILLIAM F HAVEL ET UX	J D LONG	12/20/1944	ALL	14	T022S	R035W	12	235	KS	KEARNY	15-1039130-001
L037512002	ANNA J HENNEBRY	J D LONG	2/17/1944	ALL	14	T022S	R035W	11	27	KS	KEARNY	15-1039130-001
L037512003	JOSEPH HAVEL ET AL	J D LONG	2/18/1944	ALL	14	T022S	R035W	11	28	KS	KEARNY	15-1039130-002
L037512004	EMMA POWELL ET VIR	J D LONG	2/23/1944	ALL	14	T022S	R035W	11	29	KS	KEARNY	15-1039130-003
L037512005	RUBY BRUCE ET VIR	CARTER OIL COMPANY	2/28/1944	ALL	14	T022S	R035W	12	238	KS	KEARNY	15-1039130-004
L037512006	HARLAND D BRUCE	CARTER OIL COMPANY	2/28/1944	ALL	14	T022S	R035W	12	237	KS	KEARNY	15-1039130-005
L037512007	MAE DENTON ET VIR	CARTER OIL COMPANY	2/28/1944	ALL	14	T022S	R035W	12	236	KS	KEARNY	15-1039130-006
L048242000	THOMPSON, WILL A ET AL	J D LONG	2/17/1944	SW	15	T022S	R035W	11	100	KS	KEARNY	15-1039550-000
L049141000	REINSCH, EMIL	J D LONG	2/17/1944	NE	15	T022S	R035W	11	7	KS	KEARNY	15-1039150-000
L037502001	CLARK H RICE	PENNZOIL E&P COMP	4/18/1997	SW	16	T022S	R035W	151	453	KS	KEARNY	15-1039020-000
L037502002	EARLE D RICE ET UX	PENNZOIL E&P COMP	4/18/1997	SE	16	T022S	R035W	151	453	KS	KEARNY	15-1039020-000
L037502003	EARLE D RICE ET UX	PENNZOIL E&P COMP	4/18/1997	SW	16	T022S	R035W	151	241	KS	KEARNY	15-1039020-001
L037502004	DEE JACQUART ESTATE	PENNZOIL E&P COMP	6/24/1997	SW	16	T022S	R035W	151	233	KS	KEARNY	15-1039020-001
L037502005	DEE JACQUART ESTATE	PENNZOIL E&P COMP	6/24/1997	SE	16	T022S	R035W	151	237	KS	KEARNY	15-1039020-002
L049803000	KISER, RUTH L LIFE EST ETAL	PEPCO	3/28/1997	NW	16	T022S	R035W	151	229	KS	KEARNY	15-1039020-004
L048682000	LAMBETH, IMO F ET AL	JOE E DENHAM	2/4/1947	NW	22	T022S	R035W	11	487	KS	KEARNY	15-1039030-003
L047276000	DEAN, ORRA	J D LONG	2/23/1944	SE	22	T022S	R035W	11	1	KS	KEARNY	15-1039540-000
L052325000	POPE, W E ET UX	J D LONG	2/16/1944	SW	22	T022S	R035W	10	566	KS	KEARNY	15-1039520-000
L037504001	DEAN, G L ET AL	J D LONG	2/25/1944	S	23	T022S	R035W	11	545	KS	KEARNY	15-1039040-000
L037504002	COLE, LYNN SEELY ESTATE	J D LONG	2/25/1944	S	23	T022S	R035W	11	526	KS	KEARNY	15-1039040-001
L037504003	DEAN, MYRTLE ESTATE	J D LONG	2/25/1944	S	23	T022S	R035W	11	544	KS	KEARNY	15-1039040-002
L047365000	PURDY, A B ET UX	J D LONG	2/17/1944	NE	23	T022S	R035W	11	19	KS	KEARNY	15-1039060-000
L050765000	PURDY, A B ET UX	CITIES SERVICE OIL COMPANY	8/27/1943	NW	23	T022S	R035W	10	385	KS	KEARNY	15-1039060-000
L047728000	H E HUTTON ET UX	J D LONG	2/17/1944	NE	24	T022S	R035W	11	17	KS	KEARNY	15-1039090-000
L049191000	FOSTER PESKELUND ET UX	J D LONG	2/18/1944	SE	24	T022S	R035W	11	20	KS	KEARNY	15-1039070-000
L051931000	VENTSAM, FRANK ET AL	WARREN PETROLEUM CORPORATION	2/17/1949	SW	24	T022S	R035W	18	341	KS	KEARNY	15-1039080-000
L049192000	PAINTER, VIRGINIA ET VIR	J D LONG	2/18/1944	NE	28	T022S	R035W	11	6	KS	KEARNY	15-1039610-000
L049822000	GROPP, R R ET UX	J D LONG	2/17/1944	S/SW	28	T022S	R035W	11	5	KS	KEARNY	15-1039650-000
L050604000	BRADLEY, J E ET AL	W L JONES	4/9/1946	NW	28	T022S	R035W	14	34	KS	KEARNY	15-1039640-000
L051045000	MILLER, WALTER I	J D LONG	2/18/1944	N/SW	28	T022S	R035W	11	42	KS	KEARNY	15-1039620-000
L052106000	SHELL, PHILIP	R J RHYNALDS	2/29/1944	SE	28	T022S	R035W	11	92	KS	KEARNY	15-1039630-000

**Exhibit B**  
**Wells**

**To that certain Assignment and Bill of Sale effective January 1, 2019 by and between Riviera Upstream, LLC, as Assignor,  
and Petroleum Development Company, as Assignee**

<u>API</u>	<u>Well Name</u>	<u>Operator</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Rec County</u>	<u>Rec St</u>
1509300226	Purdy 1	Riviera Resources	13	22S	35W	Kearny	KS
1509321606	Purdy 2	Riviera Resources	13	22S	35W	Kearny	KS
1509321681	Havel 3	Riviera Resources	14	22S	35W	Kearny	KS
1509321573	Havel 2	Riviera Resources	15	22S	35W	Kearny	KS
1509321575	Cramer 2	Riviera Resources	16	22S	35W	Kearny	KS
1509321682	Cramer 3	Riviera Resources	16	22S	35W	Kearny	KS
1509300236	Pope 1	Riviera Resources	22	22S	35W	Kearny	KS
1509321473	Pope 2	Riviera Resources	22	22S	35W	Kearny	KS
1509300237	Dean 1	Riviera Resources	23	22S	35W	Kearny	KS
1509321607	Dean 2	Riviera Resources	23	22S	35W	Kearny	KS
1509321839	Morgan Land & Cattle 1	Riviera Resources	24	22S	35W	Kearny	KS
1509300238	Ventsam 1	Riviera Resources	24	22S	35W	Kearny	KS
1509321488	Ventsam 2	Riviera Resources	24	22S	35W	Kearny	KS
1509300241	Shell 1	Riviera Resources	28	22S	35W	Kearny	KS
1509321470	Shell 2	Riviera Resources	28	22S	35W	Kearny	KS



Exhibit C  
Contracts

To that certain Assignment and Bill of Sale effective January 1, 2019 by and between Riviera Upstream, LLC, as Assignor, and Petroleum Development Company, as Assignee

Agmt No	Agmt Name	Agmt Type	Agmt Date	Qtr	Section	Township	Range	Book	Page	Rec St	Rec County	Legacy Agmt #
C040509000	PURDY UNIT #1	UNIT DESIGNATION	04/01/1951	N	013	022S	035W	20	439	KS	KEARNY	C-06-0002287
C040509000	PURDY UNIT #1	UNIT DESIGNATION	04/01/1951	SW	013	022S	035W	20	439	KS	KEARNY	
C045441000	GAS UTILITY AGMT - GREER	FREE GAS AGREEMENT	03/08/2018	SW	013	022S	035W	285	97	KS	KEARNY	
C040507000	HAVEL UNIT	UNIT DESIGNATION	04/23/1951	N	014	022S	035W	20	437	KS	KEARNY	C-06-0002285
C040509000	PURDY UNIT #1	UNIT DESIGNATION	04/23/1951	SW	014	022S	035W	20	437	KS	KEARNY	
C045463000	GAS UTILITY AGMT - ENGLER FARMS	FREE GAS AGREEMENT	04/01/1951	SE	014	022S	035W	20	439	KS	KEARNY	
C040507000	HAVEL UNIT	UNIT DESIGNATION	04/06/2018	SE	014	022S	035W	286	53	KS	KEARNY	
C040563000	POPE UNIT DESIGNATION	UNIT DESIGNATION	04/23/1951	NE	015	022S	035W	20	437	KS	KEARNY	
R008492000	HERBERT M CRAWER, ET UX	RIGHT OF WAY	04/23/1951	SW	015	022S	035W	20	449	KS	KEARNY	C-06-0002393
C040563000	POPE UNIT DESIGNATION	UNIT DESIGNATION	04/23/1951	NW	016	022S	035W	16	502	KS	KEARNY	951-RW013
C040503000	DEAN UNIT	UNIT DESIGNATION	09/30/1949	S	022	022S	035W	20	449	KS	KEARNY	
C045541000	GAS UTILITY AGMT - GRAHAM	FREE GAS AGREEMENT	06/01/2018	S	023	022S	035W	19	143	KS	KEARNY	C-06-0002281
C040519000	SHELL UNIT DESIGNATION	UNIT DESIGNATION	04/19/1950	S	024	022S	035W	286	659	KS	KEARNY	C-06-0002304
C040564000	CRAMER UNIT DESIGNATION	UNIT DESIGNATION	04/06/1950	S	028	022S	035W	19	581	KS	KEARNY	C-06-0002394
1551G	ONEOK FIELD SERVICES COMPANY, L.L.C	GAS PURCHASE AGREEMENT	08/29/1997		16	022S	035W	152	117	KS	KEARNY	C-06-0002347
			07/16/1984					36	103	KS		
			08/01/2016									