Electronically Recorded RECEPTION#: 2019000033370,

5/6/2019 at 8:10 AM, 1 OF 6, REC: \$38.00 DocStamp: \$343.32

TD Pgs: 3 Josh Zygielbaum, Adams County, CO.



After Recording Return To: Bronco Pipeline Company 34501 E Quincy Avc, Building I Watkins, Colorado 80137

DOCFER\$ 343.32

SPECIAL WARRANTY DEED

This Special Warranty deed (this "Deed") is dated this _____ day of _____, 2019 between FISCHAHS, LLC, a Colorado limited liability company whose mailing address is c/o James S. Ward, CPA P.O. Box 370990 Denver, Colorado 80237 ("Grantor") and BRONCO PIPELINE COMPANY, a Colorado corporation, with an office at 34501 E Quincy Ave, Building 1, Watkins, Colorado 80137 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of other valuable consideration and the sum of Ten Dollars and the amount set forth in the agreement between the parties (the "Purchase Price") to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, its successors and assigns forever, all of that certain real property situate, lying, and being in the Adams County, State of Colorado), more particularly described on Exhibit A attached to this Deed (the "Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the Property;

SUBJECT TO the "Permitted Exceptions," which shall mean:

- 1. Those matters of record, those matters set forth on Schedule B-2 of that certain Title Commitment No. ABD70575144-3 ("Exceptions") issued by Land Title Guarantee Company (the "Title Company"), which Exceptions are attached hereto as Exhibit B and incorporated herein by reference, those matters apparent upon an inspection of the Property, and any matters which would be disclosed on an accurate survey of the Property;
 - 2. Real property taxes and assessments for the year 2019 and subsequent years;
- 3. Building, zoning, and other applicable ordinances and regulations of Adams County; and
- 5. The covenants, conditions, reservations and restrictions contained within this Deed.

AND SUBJECT FURTHER TO the covenants, conditions, reservations and restrictions hereinafter set forth;

TO HAVE AND TO HOLD the Property with the appurtenances, unto Grantee, its successors and assigns forever;



E-RECORDED

After Recording Return To:
Bronco Pipeline Company
34501 E Quincy Ave, Building 1
Watkins, Colorado 80137_____

Doctee \$ 343.32

SPECIAL WARRANTY DEED

This Special Warranty deed (this "Deed") is dated this _____ day of _____, 2019 between FISCHAHS, LLC, a Colorado limited liability company whose mailing address is c/o James S. Ward, CPA P.O. Box 370990 Denver, Colorado 80237 ("Grantor") and BRONCO PIPELINE COMPANY, a Colorado corporation, with an office at 34501 E Quincy Ave, Building 1, Watkins, Colorado 80137 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of other valuable consideration and the sum of Ten Dollars and the amount set forth in the agreement between the parties (the "**Purchase Price**") to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, its successors and assigns forever, all of that certain real property situate, lying, and being in the Adams County, State of Colorado), more particularly described on <u>Exhibit A</u> attached to this Deed (the "**Property**").

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the Property;

SUBJECT TO the "Permitted Exceptions," which shall mean:

- 1. Those matters of record, those matters set forth on Schedule B-2 of that certain Title Commitment No. ABD70575144-3 ("Exceptions") issued by Land Title Guarantee Company (the "Title Company"), which Exceptions are attached hereto as Exhibit B and incorporated herein by reference, those matters apparent upon an inspection of the Property, and any matters which would be disclosed on an accurate survey of the Property;
 - 2. Real property taxes and assessments for the year 2019 and subsequent years;
- 3. Building, zoning, and other applicable ordinances and regulations of Adams County; and
- 5. The covenants, conditions, reservations and restrictions contained within this Deed.

AND SUBJECT FURTHER TO the covenants, conditions, reservations and restrictions hereinafter set forth;

TO HAVE AND TO HOLD the Property with the appurtenances, unto Grantee, its successors and assigns forever;



AND Grantor, for itself, its successors, and assigns, covenants and agrees to and with Grantee, its successors and assigns, to warrant and defend the quiet and peaceable possession of the Property by Grantee, its successors and assigns, against every person who lawfully claims the Property or any part thereof by, through, or under Grantor, subject to the Permitted Exceptions and the covenants, conditions, reservations and restrictions herein contained.

GRANTOR'S RESERVATIONS

- 1. Reservation of Oil, Gas, and Mineral Rights. Grantor, for itself, its successors and assigns, specifically reserves and shall retain the right to develop and remove any oil and gas, oil and gas rights, minerals, mineral rights, mineral substances, and coals in or under the Property by slant drilling, subterranean entry, or other means or operations conducted on the surface of any parcel as to which Grantor may then have rights of surface use or by any other suitable means or methods; provided, however, that any such slant drilling, horizontal and/or vertical subterranean entry, or other operations conducted on the surface of any such parcel or such other suitable means or methods can be employed only without entering upon or using the surface of all or any portion of the Property and without impairing structures, improvements, or appurtenances, or the use thereof, located or to be located on the Property.
- 2. <u>Relinquishment of Surface Rights</u>. Grantor hereby relinquishes all rights of Grantor to enter upon the surface of all or any portion of the Property for any purpose in connection with the development or utilization of the oil and gas, oil and gas rights, minerals, mineral rights, mineral substances, and coals in or under the Property.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed as of the day and year first above written.

GRANTOR: FISCHAHS, LLC, a Colorado limited liability company By: Name: Title: STATE OF COLORADO SS. COUNTY OF DENVER This instrument was acknowledged before me this 26 day of of FISCHAHS, LLC, a Colorado limited liability company. Witness my hand and official seal. 8.19.20 My commission expires: CASSIDEE SCHMIDT Notary Public **NOTARY PUBLIC** STATE OF COLORADO NOTARY ID 20164032013 My Commission Expires August 19, 2020 (SEAL) **GRANTEE:** BRONCO PIPELINE COMPANY, a Colorado corporation By:

Name: J.D. Adkins Title: Attorney-in-Fact

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND IN A PART OF THE SW 1/4, THE NE 1/4 AND THE SE 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, AND NORTH OF THE RIGHT-OF-WAY FOR THE UNION PACIFIC RAILROAD, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE WEST LINE OF THE SW 1/4 OF SAID SECTION 34 BEING S 00°24'05" E, A DISTANCE OF 2,645.50 FEET BETWEEN A FOUND 1.5" BRASS CAP IN CONCRETE AT THE W 1/4 CORNER AND A 3.25" ALUMINUM CAP, PLS #35593 AT THE SW CORNER OF SAID SECTION 34;

BEGINNING AT THE SAID W 1/4 CORNER OF SECTION 34;

THENCE, ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 34, N 89°42'31" E, A DISTANCE OF 2,647.26 FEET TO A FOUND 2.5" ALUMINUM CAP, PLS #7361 AT THE CENTER 1/4 CORNER OF SAID SECTION 34;

THENCE, ALONG THE WEST LINE OF THE NE 1/4 OF SAID SECTION 34, N 00°19'00" W, A DISTANCE OF 2606.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E. 26TH AVENUE;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 89°54'58" E, A DISTANCE OF 120.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 120 FEET EASTERLY OF THE WEST LINE OF THE NE 1/4 OF SAID SECTION 34, S 00°19'00" E, A DISTANCE OF 2605.81 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 120 FEET EASTERLY OF THE WEST LINE OF THE SE 1/4 OF SAID SECTION 34, S 00°18'52" E, A DISTANCE OF 2,057.31 FEET TO A POINT ON THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE;

THENCE, ALONG SAID RAILROAD RIGHT-OF-WAY LINE, N 75°23'16" W, A DISTANCE OF 2,861.82 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF SAID SECTION 34;

THENCE, ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 34, N 00°24'05" W, A DISTANCE OF 1,321.22 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,985,216 SQUARE FEET OR 114.44 ACRES, MORE OR LESS

EXHIBIT B

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 8. EXISTING LEASES AND TENANCIES, IF ANY.
- 9. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JANUARY 26, 1987 IN BOOK 3265 AT PAGE 698, ADAMS COUNTY RECORDS, AND JANUARY 26, 1987 IN BOOK 5028 AT PAGE 377, ARAPAHOE COUNTY RECORDS.
- 10. THE EFFECT OF AMENDMENT TO ZONING REGULATION RECORDED MAY 23, 1991 IN BOOK 3780 AT PAGE 622.
- 11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 2001-52 RECORDED SEPTEMBER 25, 2001 UNDER RECEPTION NO. B1162907 (ARAPAHOE COUNTY RECORDS) AND RECORDED NOVEMBER 5, 2001 UNDER RECEPTION NO. C0882066.
- 12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED JUNE 26, 2006 AT RECEPTION NO. 20060626000646110.
- 13. OIL AND GAS LEASE RECORDED MAY 12, 2010 UNDER RECEPTION NO. D0045409 (ARAPAHOE COUNTY RECORDS) AND RECORDED SEPTEMBER 17, 2010 UNDER RECEPTION NO. 2010000062417 AND RECORDED FEBRUARY 6, 2012 UNDER RECEPTION NO. 2012000008580. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

14. OIL AND GAS LEASE RECORDED MARCH 28, 2011 UNDER RECEPTION NO. 2011000019791 AND RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO.

2012000010497 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS THE NE 1/4 ONLY)

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

- 15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JANUARY 07, 2013 UNDER RECEPTION NO. 2013000001583.
- 16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED MARCH 12, 2013 UNDER RECEPTION NO. 2013000021210.
- 17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AFFIDAVIT OF POSSESSION OF LAND RECORDED JANUARY 17, 2014 UNDER RECEPTION NO. 2014000003733.
- 18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 04, 2014 UNDER RECEPTION NO. D4017874.
- 19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 20, 2014 UNDER RECEPTION NO. 2014000016636.
- 20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 20, 2014 UNDER RECEPTION NO. 2014000016645.
- 21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 24, 2014 UNDER RECEPTION NO. 201400017467.
- 22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 24, 2014 UNDER RECEPTION NO. 2014000017468.
- 23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERSONAL REPRESENTATIVE'S ROYALTY DEED RECORDED APRIL 08, 2014 UNDER RECEPTION NO. 2014000021025.
- 24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED DECEMBER 03, 2014 UNDER RECEPTION NO. 2014000084716.
- 25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED OCTOBER 01, 2015 UNDER RECEPTION NO. 2015000081568.
- 26. TERMS, CONDITIONS AND PROVISIONS OF EXCLUSIVE PIPELINE EASEMENT RECORDED OCTOBER 05, 2018 AT RECEPTION NO. 20180000081164.

3/5/2020 at 4:17 PM, 1 OF 21,

REC: \$113.00

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

Recorded in
Adams County, Colorado

This Assignment, Conveyance, and Bill of Sale ("Assignment"), dated effective as of 12:01 a.m., Central Time on June 1, 2019 ("Effective Date"), is between Bronco Pipeline Company, a Colorado corporation, whose address is 925 N. Eldridge Parkway, Houston, Texas 77079, ("Bronco"), Crestone Peak Resources Watkins Midstream LLC, a Delaware limited liability company, whose address is 1801 California Street, Suite 2500, Denver, Colorado 80202 ("Assignee"), and Crestone Peak Resources Midstream LLC, a Delaware limited liability company ("Crestone Midstream"), and Crestone Peak Resources Holdings LLC, a Delaware limited liability company ("Crestone Peak", and together with Crestone Midstream, "Buyer").

For valuable consideration, Bronco and Assignee agree as follows:

- Assignment. Bronco, for and in consideration of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, DEED, ASSIGN, TRANSFER, AND CONVEY to Assignee, subject to the terms and conditions in this Assignment and the Purchase Agreement, all of Bronco's right, title and interest in and to the Property, TO HAVE AND TO HOLD, unto Assignee and to its successors and assigns, forever.
- 2. Assumed Obligations and Retained Obligations. Assignee hereby assumes and Buyer agrees to timely and fully pay, perform, and otherwise discharge, the Assumed Obligations, under the terms of, and subject to the conditions in, the Purchase Agreement. Bronco hereby retains and agrees to timely and fully pay, perform, and otherwise discharge, the Retained Obligations, under the terms of, and subject to the conditions in, the Purchase Agreement.

3. DISCLAIMERS.

- (a) **DISCLAIMER OF WARRANTY AS TO SURFACE RIGHTS.** Except for the representations and warranties in <u>Article 2</u> (Representations and Warranties) of the Purchase Agreement, the indemnities set forth in <u>Article 10</u> (Indemnities and Releases) of the Purchase Agreement, or the certificate provided by Bronco pursuant to <u>Section 6.5.13</u> (Closing Certificates) of the Purchase Agreement, Bronco disclaims, and Assignee waives any Claim with respect to, all warranties and representations (whether express, statutory, or implied) that:
 - (a) Bronco owns the Bronco Surface Rights;
 - (b) the Bronco Surface Rights are in force;

3/5/2020 at 4:17 PM, 2 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

- (c) the Bronco Surface Rights may be assigned;
- (d) the Bronco Surface Rights cover lands that are contiguous;
- (e) the Bronco Equipment lies within the lands covered by any Bronco Surface Rights;
- (f) the Bronco Surface Rights grant the right to lay, maintain, repair, replace, operate, construct, or remove the Bronco Equipment; and
- (g) any permits and easements are in force with respect to the Bronco Equipment.
- (b) **DISCLAIMER OF MERCHANTABILITY.** Except for the representations and warranties in <u>Article 2</u> (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to <u>Section 6.5.13</u> (Closing Certificates) of the Purchase Agreement, Bronco disclaims, and Assignee waives any Claim with respect to, any warranty or representation (whether express, statutory, or implied) as to **the condition or merchantability of the Property**.
- (c) **DISCLAIMER OF FITNESS FOR PARTICULAR PURPOSE.** Except for the representations and warranties in <u>Article 2</u> (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to <u>Section 6.5.13</u> (Closing Certificates) of the Purchase Agreement, Bronco disclaims, and Assignee waives any Claim with respect to, any warranty or representation (whether express, statutory, or implied) as to the fitness of the Property for a particular purpose.
- (d) "AS IS, WHERE IS". Buyer has inspected the Property, or has been given the opportunity to inspect, the Property. Subject to Buyer's rights under Article 4 (Due Diligence and Defects Procedures) and Article 10 (Indemnities and Releases) of the Purchase Agreement, Assignee unconditionally and irrevocably accepts the Property "as is," "where is," and "with all faults" and in its present condition and state of repair.
- (e) **DISCLAIMER REGARDING INFORMATION ABOUT THE PROPERTY.** Except as expressly set out in <u>Article 2</u> (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to <u>Section 6.5.13</u> (Closing Certificates) of the Purchase Agreement, the Parties each disclaim all liability and responsibility for, and waive any Claim with respect to, any representation or warranty (whether express, statutory, or implied), made to the other Party (including any information contained in any opinion, information, or advice that may have been provided to a Party by any Person on behalf of the other Party, those made in any data room and any supplements or additions to a data room, or during any negotiations with respect to this Assignment, the Purchase Agreement, or the

3/5/2020 at 4:17 PM, 3 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

Confidentiality Agreement. Except as expressly set out in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificates) of the Purchase Agreement, Bronco makes no warranty or representation (whether express, statutory, or implied) as to the accuracy, completeness, or materiality of any data, information, or records provided to Assignee in connection with the Property.

- (f) **GENERAL DISCLAIMER**. Except as expressly set out in <u>Article 2</u> (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to <u>Section 6.5.13</u> (Closing Certificates) of the Purchase Agreement, or as otherwise provided for under this Assignment, Bronco disclaims, and Assignee waives any Claim with respect to, any representation or warranty (whether express, statutory, or implied) as to (i) regulatory matters; (ii) the physical, operating, regulatory compliance, or safety condition of the Property; (iii) projections as to events that could or could not occur; (iv) the engineering condition of the Property or any value of the Property; or (v) any Environmental Matters.
- (g) ASSIGNEE'S DISCLAIMER OF RELIANCE. Except for the representations and warranties in Article 2 (Representations and Warranties) of the Purchase Agreement or the certificate provided by Bronco pursuant to Section 6.5.13 (Closing Certificate) of the Purchase Agreement, Assignee specifically disclaims that it is relying upon or has relied upon any representation, warranty, statement, or communication that may have been made by any Person and acknowledges that Bronco has specifically disclaimed and does hereby specifically disclaim any other representation, statement, or communication made by any Person.

4. Miscellaneous.

- (a) Governing Agreement. This Assignment is made and accepted subject to all of the terms of the Purchase Agreement, which are hereby deemed incorporated by reference into this Assignment to the extent provided for in the Purchase Agreement. If any of the provisions of this Assignment conflict with any of the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall take precedence and the Purchase Agreement will not merge into the terms of this Assignment; provided, however, this Assignment may be relied upon for all purposes without further recourse or reference to the Purchase Agreement with respect to the conveyance and transfer of title to the Property.
- (b) **Further Assurances.** The Parties shall execute and deliver, or shall cause to be executed and delivered, any other or further instruments necessary to give effect to this Assignment and perform any other acts as may be reasonably requested and necessary to effectuate this Assignment.

3/5/2020 at 4:17 PM, 4 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

- (c) No Tax Partnership. None of the Property, either currently or in the past (only to the extent of Bronco's ownership period), is subject to any tax partnership agreement or are otherwise treated as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.
- (d) **Definitions and Attachments.** Certain capitalized terms used in this Assignment are defined in the Appendix. Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement. The following exhibits and appendix are attached and made a part of this Assignment for all purposes:

Appendix Definitions

Exhibit A Exhibit A-1 – Bronco Surface Rights

Exhibit A-2 – Bronco Fee Tracts

- (e) Fully Integrated Agreement. Except as otherwise specified in Section 4(a) (Governing Agreement), this Assignment and the Purchase Agreement constitute the fully integrated agreement between the Parties and between Buyer and Seller with respect to the assignment, and transfer of the Property to Assignee, and supersede all prior negotiations, discussions, arrangements, agreements, and understandings between the Parties and between Buyer and Seller regarding the assignment, and transfer of the Property to Assignee (whether written or oral).
- (f) Amendment. This Assignment may be amended, modified, altered, or supplemented only by a written agreement expressly identified as an amendment to this Assignment, and signed by authorized representatives of the Parties.
- (g) **Subrogation of Warranties.** To the extent transferable, Bronco gives and grants to Assignee, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) (including the benefit and the right to enforce such covenants and warranties) given or made with respect to the Property or any portion of the Property by preceding owners, vendors, or others, excluding, however, any Bronco or any Affiliate of any Bronco.
- (h) Covenants that Run with the Land. The provisions of this Assignment are covenants running with the land.
- (i) Successors and Assignees. This Assignment binds, and inures to the benefit of Bronco and Assignee, and their respective permitted successors and assignees, and all the terms, provisions, covenants, obligations, representations, warranties, and conditions of this Assignment are enforceable by the Parties and their respective permitted successors and assignees.

3/5/2020 at 4:17 PM, 5 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

(j) Third Party Beneficiaries. Nothing in this Assignment (express or implied) is intended to confer or impart upon any Person, other than the Parties, Buyer, Seller and their respective successors and assignees, any rights, remedies, benefits or Claims under this Assignment or to constitute any Person a Third Party beneficiary of this Assignment.

(k) Subsequent Assignments.

- a. If Assignee sells, conveys, transfers or assigns the Property to any Third Party that is affiliated with Assignee, Assignee shall require such affiliated Third Party to expressly assume the Assumed Obligations, to the extent related to or applicable to the portion of the Property sold, transferred or assigned.
- b. Any assignment made in violation of this Section shall be void and of no effect.
- (1) Severability. If any provision of this Assignment is found by a Governmental Authority to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable. If it cannot be so modified, it will be deemed deleted and the remainder of the Assignment will continue in force.
- (m) Governing Law and Venue. This Assignment will be construed, interpreted, governed, and enforced in accordance with Colorado law, without giving effect to any conflicts-of-law rules or principles that might direct the application of the Laws of another jurisdiction. All Proceedings arising out of, resulting from, or in connection with this Assignment will be litigated solely and exclusively in the state or federal courts located in Harris County, Texas.
- (n) Counterparts and Separate Exhibits/Schedules for Recording. This Assignment may be executed in counterparts, each of will constitute an original but all of which constitute one assignment; provided that, to facilitate recordation, in any particular counterpart, portions of Exhibit A that describe the Property situated in counties or parishes other than the county or parish in which that counterpart is to be recorded may have been omitted.
- (o) **Separate Assignments on Governmental Forms.** If separate assignments of the Property and related documentation on forms required by Governmental Authorities have been, or will be, executed for filing with and approval by Governmental Authorities as required by Law to transfer the Property to Assignee, those separate assignments and official documentation:
 - (i) will evidence this Assignment and the assignment of the applicable portion of the Property, and will not constitute any additional or duplicative assignment of the Property;

3/5/2020 at 4:17 PM, 6 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

- (ii) are not intended to modify, and will not modify, any of the terms, covenants and conditions, or limitations on warranties set out in this Assignment;
- (iii) are not intended to create and will not create any representations, warranties, or additional covenants of or by Bronco to Assignee; and
- (iv) will be deemed to contain all of the terms and provisions of this Assignment, as fully as if those terms and provisions were set out at length in those separate assignments.
- (p) WAIVER OF JURY TRIAL. Each Party waives all rights to trial by jury in any Claim or counterclaim arising out of, resulting from, or in connection with this Assignment.
- (q) **Post-Effective Date Items.** Each Post-Effective Date Item is effective as of the effective date set out in the respective Post-Effective Date Item and not as of the Effective Date of this Assignment.

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

3/5/2020 at 4:17 PM, 7 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

SIGNATURES

TO ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

Bronco

Assignee

Bronco Pipeline Company

Crestone Peak Resources Watkins

Midstream LLC

By: Lindsay B. Weddle

Its: Attorney-in-fact

By: Anthony G. Buchanon

Its: President & Chief Executive Officer

Buyer

Crestone Peak Resources Midstream LLC

By: Anthony G. Buchanon

Its: President & Chief Executive Officer

Crestone Peak Resources Holdings LLC

By: Anthony G. Buchanon

Its: President & Chief Executive Officer

3/5/2020 at 4:17 PM, 8 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

ACKNOWLEDGMENTS TO ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020, by Lindsay B. Weddle, as attorney-in-fact of Bronco Pipeline Company, a Colorado corporation.

Notary Public

CARRIE DAWUDI NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 06-09-2023 ID #1163257-5

STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020, by Anthony G. Buchanon, as President & Chief Executive Officer of Crestone Peak Resources Watkins Midstream LLC, a Delaware limited liability company.

Notary Public

CARRIE DAWUDI NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 06-09-2023 ID #1163257-5

STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020, by Anthony G. Buchanon, as President & Chief Executive Officer of Crestone Peak Resources Midstream LLC, a Delaware limited liability company

Notary Public

CARRIE DAWUDI NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 06-09-2023 ID #1163257-5

Acknowledgments to Assignment, Conveyance, and Bill of safe

3/5/2020 at 4:17 PM, 9 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

STATE OF TEXAS

COUNTY OF HARRIS

This Assignment, Conveyance, and Bill of Sale was acknowledged before me on March 3, 2020, by Anthony G. Buchanon, as President & Chief Executive Officer of Crestone Peak Resources

Holdings LLC, a Delaware limited liability company,

Notary Public

3/5/2020 at 4:17 PM, 10 OF 21,

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APPENDIX

Attached to and made a part of the
Assignment, Conveyance, and Bill of Sale
Effective June 1, 2019
Between Bronco Pipeline Company and Crestone Peak Resources Watkins Midstream
LLC

DEFINITIONS

- "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person.
- "Assumed Obligations" means all obligations, liabilities, and duties set out in <u>Section 9.1</u> (Buyer's Assumed Obligations) of the Purchase Agreement.
- "Bronco Assets" means all of Bronco's right and title to, and interest in, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent, or reversionary, and all privileges and obligations appurtenant to the following:
 - (a) Bronco Equipment;
 - (b) Bronco Contracts;
 - (c) Bronco Records;
 - (d) Bronco Surface Rights;
 - (e) Bronco Fee Tracts;
 - (f) trade credits, refunds, and rebates from any Third Party, transportation tax credits and refunds, tariff refunds, take-or-pay Claims, insurance premium adjustments, audit adjustments under the Bronco Contracts, and any other adjustments, refunds, or rebates attributable to Bronco's interest in the Bronco Assets that relate, in each case, to the Assumed Obligations;
 - (g) audit rights with respect to the Bronco Assets and the right to receive refunds or payments of any nature, and amounts of money relating thereto, to the extent relating to the Assumed Obligations;
 - (h) indemnity rights, rights under any contracts, causes of action, claims of Bronco or any of its Affiliates to the extent attributable to the ownership and operation of the Bronco Assets during the periods of time from and after the Effective Date; and
 - (i) Bronco Sales Area Properties.

SAVE and EXCEPT the Excluded Assets.

3/5/2020 at 4:17 PM, 11 OF 21,

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- "Bronco Contracts" means, to the extent assignable or transferrable and except for those constituting Excluded Assets, all contractual rights, obligations and interests in all agreements and contracts applicable to the Bronco Equipment, Bronco Surface Rights and the Bronco Fee Tracts, including those described in Exhibit B-2 (Bronco Contracts) of the Purchase Agreement, INSOFAR ONLY as such cover and apply to any or all of the Bronco Equipment or Bronco Surface Rights; provided, the Bronco Contracts do not include Debt Contracts and Hedging Contract.
- "Bronco Equipment" means any of the following located on the Bronco Surface Rights or the Bronco Fee Tracts: equipment, facilities, flow lines, pipelines, gathering systems (other than gas plant gathering systems), compressors, machinery, appurtenances, improvements, fixtures, inventory, materials, spare parts, tools, movables, immovables, abandoned property and junk and other personal property.
- "Bronco Fee Tracts" means the surface fee tracts of Bronco described in Exhibit A-2 (Bronco Fee Tracts).
- "Bronco Records" means, to the extent not constituting an Excluded Asset, originals (or copies to the extent originals do not exist) of Bronco's and its Affiliate's right-of-way files, equipment files, contract files, Asset Tax records, unclaimed property and escheat records and all other contracts and records insofar as they are directly related to any or all of the Bronco Assets.
- "Bronco Sales Area Properties" means to the extent located in the Sales Area (and not described in Exhibit A or to the extent not constituting an Excluded Asset), all easements, rights-of-way, licenses, access permits, servitudes, water rights, surface fee, surface leases, surface use agreements, memorandums of understanding, road maintenance agreements, and similar rights, obligations, and interests, to the extent used or useful in connection with the ownership or operation of the other Bronco Assets.
- "Bronco Surface Rights" means all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, and similar rights, obligations, and interests, in each case, to the extent used or useful in connection with the ownership or operation of the other Bronco Assets, including those described on <u>Exhibit A-1</u> (Bronco Surface Rights).
- "Claims" means all causes of action (including those sounding in contract, tort, equity, or by statute or strict liability), claims, complaints, demands, or Proceedings.
- "Code" means the Internal Revenue Code of 1986, as amended.
- "Confidentiality Agreement" means the Confidentiality Agreement, dated effective as of November 19, 2018, between ConocoPhillips Company and Crestone Peak.
- "Debt Contract" means any indenture, mortgage, Loan, credit, or similar agreement entered into by Bronco or any of its Affiliates creating Indebtedness on the part of Bronco or any of their Affiliates or the deferred purchase price of property acquired by, or for services rendered to, Bronco or any of their Affiliates.

3/5/2020 at 4:17 PM, 12 OF 21,

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"Disclosure Schedules" means the aggregate of all schedules attached to the Purchase Agreement on the Execution Date (as may have been updated prior to the Closing Date).

"Excluded Assets" means Bronco's and its Affiliates' right, title, and interest to the following:

- (a) intellectual property used in developing or operating the Property, including proprietary computer software, computer software licensed from Third Parties, patents, pending patent applications, trade secrets, copyrights, names, marks, and logos;
- (b) corporate, financial and tax records, and legal files (except title opinions, abstracts, and other muniments of title) of Bronco, except that Bronco will provide Assignee with copies of any Asset Tax records that are related to the ownership, administration, or operation of the Property;
- (c) any records or information (including employee information, internal valuation data, reservoir and field studies, future work plans, business plans, reserve reports, transaction proposals and related information and correspondence, business studies, bids, and documents) that are privileged, proprietary or confidential, or that Bronco cannot legally provide to Assignee because of Third Party restrictions (provided that Bronco has used commercially reasonable efforts to obtain waivers of any such restrictions);
- (d) trade credits, refunds, and rebates from any Third Party, transportation tax credits and refunds, tariff refunds, take-or-pay Claims, insurance premium adjustments, audit adjustments under the Bronco Contracts and any other adjustments, refunds, or rebates attributable to Bronco's interest in the Property except to the extent related to, in each case, to the Assumed Obligations;
- (e) Claims of Bronco for refund of or loss carry forwards with respect to (i) production, windfall profit, severance, ad valorem, or any other Asset Taxes attributable to any Tax period (or portion of any Straddle Period) ending before the Effective Date, (ii) Income Taxes, and (iii) any Taxes attributable to the Excluded Assets;
- (f) all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods before the Effective Date, and security or other deposits made with Third Parties before the Effective Date;
- (g) proceeds, benefits, income, or revenues with respect to the Property attributable to periods before the Effective Date, and overhead payments received from non-operators with respect to periods before the Effective Date;
- (h) except to the extent relating to the Assumed Obligations, Claims of Bronco arising out of, resulting from, or in connection with acts, omissions, or events,

3/5/2020 at 4:17 PM, 13 OF 21,

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or damage to or destruction of the Property before the Effective Date, and all related rights, titles, Claims, and interests of Bronco (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards;

- (i) except to the extent relating to the Assumed Obligations, rights and obligations applicable to the matters listed under the section of the Disclosure Schedules entitled "Seller's Responsibility";
- (j) contracts for procurement of goods and services related to the Property; other than the Purchase Orders.
- (k) Hedging Contracts;
- (l) (i) all personal computer equipment, servers, cellular phones, and photocopy machines, (ii) all leased vehicles and equipment for which Assignee does not assume the applicable lease under the Purchase Agreement, (iii) all Third Party equipment and property located on or used in connection with the Property, including contractor equipment, and (iv) all vehicles, barges, boats, and other vessels, other than as may be described in Exhibit A-3 (Off-Lease Equipment) of the Purchase Agreement;
- (m) contracts providing for the gathering, compression, treating, transportation, processing or sales of Hydrocarbons listed on Exhibit A-12 (Excluded Assets) of the Purchase Agreement; and
- (n) Bronco's interests, rights, benefits, and obligations to any and all emission capture and trade credits; greenhouse gas or carbon mitigation credits; water, nutrient, or endangered species banking credits; and associated allowances attributable to the Property for the period before the Effective Date.

"Hedging Contract" means any contract to which Bronco or any of their Affiliates is a part with respect to any swap, forward, future, put, call, floor, cap, collar option or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity, or debt instruments, securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" means merchantable oil, natural gas, casinghead gas, condensate, distillate, and other liquid and gaseous hydrocarbons of every kind or description.

"Law" means any applicable national, federal, state, tribal, local, city, municipal, foreign, or other law (including common law), statute, legislation, constitution, rule, regulation, standards, treaty, code, ordinance, principle of common law, order, consent, decree, judgment, writ, permit, authorization, approval, directive, edict, determination, policy, binding judicial or administrative interpretation, or other requirement enacted, adopted, passed, approved,

3/5/2020 at 4:17 PM, 14 OF 21,

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promulgated, made, implemented, or otherwise put into effect by any Governmental Authority.

"Parties" means Bronco and Assignee.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, enterprise, or unincorporated organization, excluding any Governmental Authority.

"Post-Effective Date Items" means those Bronco Surface Rights or Bronco Contracts that were (a) acquired by Seller after the Effective Date and (b) are effective according to their terms after the Effective Date.

"Proceedings" means any legal, equitable, administrative, or other proceeding, lawsuit, investigation, claim, or cause of action (including those sounding in contract, tort, equity, or by statute or strict liability), in each case, brought by any Governmental Authority or any Third Party.

"Property" means the Bronco Assets.

"Purchase Agreement" means the Purchase and Sale Agreement, dated effective June 1, 2019, between Seller and Buyer.

"Retained Obligations" means those liabilities, obligations, and duties set out in <u>Section 9.2</u> (Seller's Retained Obligations) of the Purchase Agreement.

"Sales Area" means the lands in Adams, Arapahoe, Douglas and Elbert Counties, in the state of Colorado.

"Seller" means ConocoPhillips Company, a Delaware corporation, Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and Bronco.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof.

"Third Party" means any Person that is not a Party.

3/5/2020 at 4:17 PM, 15 OF 21,

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EXHIBIT A

Attached to and made a part of the Assignment, Conveyance, and Bill of Sale Effective June 1, 2019

Between Bronco Pipeline Company, Crestone Peak Resources Watkins Midstream LLC, Crestone Peak Resources Midstream LLC, and Crestone Peak Resources Holdings LLC

Exhibit A consists of the following:

Exhibit A-1 - Bronco Surface Rights

Exhibit A-2 – Bronco Fee Tracts

3/5/2020 at 4:17 PM, 16 OF 21,

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EXHIBIT A-1

Attached to and made a part of the Assignment, Conveyance, and Bill of Sale

Effective June 1, 2019

Between Bronco Pipeline Company, Crestone Peak Resources Watkins Midstream LLC, Crestone Peak Resources Midstream LLC, and Crestone Peak Resources Holdings LLC

BRONCO SURFACE RIGHTS

Contract #	Agreement Name	Grantor/Lessor	Grantee/Lessee	Date	Reception #	Legal Description	County
RW107698000	Right-of-Way Contract	Tony M Truong	Bronco Pipeline Company	5/13/2013	2013000103965	T003S - R064W: SEC 032: SE4	Adams
RW107827000	Right-of-Way Contract	Roberto E Alonso, Roberto Ayala-Rosado, and Heriberto Morales-Alejandro, Individually and as Power-of-Attorney for Roberto Morales-Alejandro	Bronco Pipeline Company	3/28/2013	2013000038831, 2013000103966	T003S - R064W: SEC 032: SE4	Adams
RW107876000	Right-of-Way Contract	Karland H Smalley and Tracey Smalley	Bronco Pipeline Company	12/3/2013	2014000007181, 2019000047361	T003S - R064W: SEC 019: S2	Adams
RW107905000	Right-of-Way Contract	Bennett Fire Protection District #7	Bronco Pipeline Company	5/20/2013	2013000103969, 2013000103970	T003S - R064W: SEC 029: SW4	Adams
RW107906000	Site Easement	Gerald C and Mary L Schroeder	Bronco Pipeline Company	5/8/2013	2013000103964	T003S - R064W: SEC 019: SE4 SE4	Adams
108005000	RW108005000 Right-of-Way Contract	WEP Transport Holdings LLC	Bronco Pipeline Company	10/24/2013	2013000103967, 2019000087553	T003S - R064W: SEC 020: SW4 SEC 029: NW4, N2 SW4, SW4 SW4 SEC 032: NW4, NE4	Adams
RW108005000	Right-of-Way Contract	Colorado Maverick Company LLC	Bronco Pipeline Company	10/25/2013	2013000103968	T003S - R064W: SEC 020: SW4 SEC 029: NW4, N2 SW4, SW4 SW4	Adams

Exhibit A-1

3/5/2020 at 4:17 PM, 17 OF 21, TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

	Adams	Adams	Adams	Adams	Adams Arapahoe	Adams	Adams	Adams	Adams	Adams	Adams
SEC 032: NW4, NE4	T003S - R064W: SEC 020: SW4	T003S - R065W: SEC 014: W2 W2	T003S - R064W: SEC 030: NW4 T003S - R065W: SEC 025: N2	T003S - R064W: SEC 019: SW4	T004S - R065W: SEC 003: E2	T003S - R065W: SEC 021 SEC 028	T003S - R064W: SEC 019: NE4NE4	T003S - R064W: SEC 019: SE4NE4	T003S - R064W: SEC 019: NE4SE4	T003S - R065W: SEC 033: NE4	T003S - R065W: SEC 034: S2
	2015000011059, 2019000015229	2015000031898, D5043055	N/A	N/A	2015000104169, D5109324, D7055559, 2018000067588	2019000019967	2017000104858, 2019000030755	2017000096709	2017000096708	2019000010560	2018000081164
	9/29/2014	11/5/2014	2/16/2015	2/12/2015	10/22/2014	10/29/2018	10/18/2017	9/8/2017	10/24/2017	11/7/2018	9/12/2018
	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company
	WEP Transportation Holdings LLC and Colorado Maverick Company LLC	David Edri	Craig Farms Partnership	Profile Farms LLC	Property Reserve Inc.	Aurora Highlands et al	Rosemar Venturers	Leonard W Molberg and Judith A Molberg	Joong Ho Park and Kyo Ok Park	Rock & Rail LLC	FISCHAHS, LLC
	Roadway Easement	Right-of-Way Contract	Tenant's Agreement	Tenant's Agreement	Right-of-Way Agreement	Pipeline Easement Agreement	Right-of-Way Contract	Right-of-Way Contract	Right-of-Way Contract	Pipeline Easement Agreement	Exclusive Pipeline Easement
	RW154795000	RW155028000	RW155044000	RW155044000	RW155272000	RW156827000	RW156548000	RW156549000	RW156550000	RW156560000	RW156567000

3/5/2020 at 4:17 PM, 18 OF 21,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

Adams Arapahoe	Adams	Adams	Adams	Adams	T003S - R065W: Adams SEC 034: E2, SW4 SEC 035: SW4	T003S - R065W: Adams SEC 013: All Arapahoe SEC 015: W2, SEC 022: All SEC 026: All SEC 027: All SEC 034: NW4 SEC 035: E2, NW4 SEC 035: E2, SEC 035: E2, SEC 035: E2, SEC 035: E3, SEC 035: E	T003S - R064W: Adams SEC 030: NE4NW4	Adams
D8007543, 2018000004510, D8061754, 2018000043897, D8099280, 2018000081163	2018000025574	2018000029090	2018000074637	2019000015230, 2019000015231	N/A 1003S SE	T003 SE4 NW4 T004	2019000041102, T003S - R 2019000114245 SEC NE4NW4	2015000011060
12/19/2017	2/21/2018	2/20/2018	9/9/2018	7/16/2018	7/20/2018		3/21/2019	1/27/2015
Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company	Bronco Pipeline Company
Property Reserve Inc.	The Farm Investments LLC	Hawkeye Right Now LLC	Prosper Farms Investments LLC	Western Transport LLC, Tree Top LP, and Colorado Maverick Company LLC	FISCHAHS, LLC	Property Reserve Inc	Richard Johnson	City of Aurora
Right-of-Way Agreement	Right-of-Way Contract	Right-of-Way Contract	Non-Exclusive Right-of- Way Contract	Right-of-Way Contract	Temporary Water Supply Line Agreement	Water Supply Line Agreement	Pipeline Easement Agreement	Permanent Easement and Temporary Construction Easement
RW156833000	RW156976000	RW156975000	RW156974000	RW156835000	RW156708000	RW156778000	RW156770000	RW155044000

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3/5/2020 at 4:17 PM, 19 OF 21,

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7/8/2013 N/A T003S - R064W: Adams SEC 032	1/10/2019 2019000003504 T003S - R065W: Adams SEC 027: SW4 SEC 028: SE4	/2018 201800090362 T003S - R065W: Adams SEC 027: SW4 SEC 033: NE4 SEC 034: NW4	1/10/2019 2019000003497 T003S - R065W: Adams SEC 021: SE4 SEC 022: SW4	3/18/2019 2019000019629 T003S - R064W: Adams SEC 032: NE4 SEC 033: NW4	2/1/2018 201800009775 T003S - R065W: Adams SEC 026: SE4 SEC 035: NE4	/2018 2018000047548 T003S - R065W: Adams SEC 023: NE4 SEC 024: NW4	14 D5033136, 2015000024039	119 N/A T003S - R065W: Adams SEC 034: E/2	/2019 2019000114441 Adams	
Bronco Pipeline Company 7/8/2	Bronco Pipeline Company 1/10/2	Bronco Pipeline Company 11/6/2018	Bronco Pipeline Company 1/10/2	Bronco Pipeline Company 3/18/2	Bronco Pipeline Company 2/1/2	Bronco Pipeline Company 6/12/2018		Bronco Pipeline Company 10/21/2019	Bronco Pipeline Company 12/27/2019	
Union Pacific Railroad Company	City of Aurora	City of Aurora	City of Aurora	City of Aurora	City of Aurora	City of Aurora	City of Aurora	FISCHAHS, LLC	City of Aurora	
Pipeline Crossing Agreement	Tenth Addendum to Master License Agreement (18- 118)	Sixth Addendum to Master License Agreement (18-75)	Ninth Addendum to Master License Agreement (18- 117)	Twelfth Addendum to Master License Agreement (19-10)	Addendum to Master License Agreement (18-05)	Fifth Addendum to Master License Agreement (18-43)	Addendum to Master License Agreement (14-63)	Temporary Haul Route Easement Agreement	Master License Agreement 19-102	
RW107826000	RW156508000	RW156521000	RW156524000	RW156562000	RW157013000	RW157014000	RW157010000	RW156982000	RW157019000	0000000731700

Exhibit A

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Exhibit A-1

[End of Exhibit A-1]

The Bronco Surface Rights include all amendments and ratifications thereof, whether or not recorded.

3/5/2020 at 4:17 PM, 21 OF 21,

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EXHIBIT A-2

Assignment, Conveyance, and Bill of Sale Attached to and made a part of the Effective June 1, 2019

Between Bronco Pipeline Company, Crestone Peak Resources Watkins Midstream LLC, Crestone Peak Resources Midstream LLC, and Crestone Peak Resources Holdings LLC

BRONCO FEE TRACTS

Contract#	Agreement Name	Grantor	Grantee	Date	Reception #	Legal	County (CO)
RE090003000	Warranty Deed	Lori Summerer et al	Bronco Pipeline Company	10/1/2013	2013000086176	T003S - R064W: SEC 019 Metes & Bounds: Lot I, Schroeder Subdivision, according to the Final Plat, Case No. 106-97-PUD-P, filed for record in the office of the Adams County Clerk and Recorder on November 30, 1997 at Reception No. C0332465, File No. 17, Map No. 752. Also known by street address: 34100 E. 40th Avenue, Watkins, CO 80137.	Adams
RE096482000	Warranty Deed	Gerald C Schroeder et al	Bronco Pipeline Company	10/1/2013	2013000086171	T003S - R064W: SEC 019 Metes & Bounds: Lots 1 and 2 of Touch America Subdivision, according to the official plat thereof filed for record in the office of the Adams County Clerk and Recorder on September 11, 2001 at Reception No. C0856526. Also known by street address: 3851 Imboden Mile Road, Watkins, CO. 80137.	Adams
RE900437000	Special Warranty Deed	FISCHAHS, LLC	Bronco Pipeline Company	5/2/2019	2019000033370	T003S - R065W: SEC 034 Metes & Bounds: A parcel of land in a part of the SW/4, NE/4, and SE/4 of Section 34, T3S, R65W, and north of the right-of-way for the Union Pacific Railroad.	Adams
RE900453000	General Warranty Deed	Carolyn Y Kiser	Bronco Pipeline Company	1/10/2020	2020000015349	T003S - R065W; SEC 034	Adams

[End of Exhibit A-2]

Exhibit A-2

Page 1 of 1