

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF DIMMIT §

This Assignment, Bill of Sale and Conveyance (this “Assignment”) is made to be effective as of 7:00 a.m., Central Time, on October 1, 2019 (the “Effective Time”), by and between Equinor Texas Onshore Properties LLC, a Delaware limited liability company (“ETOP”), Equinor Pipelines LLC, a Delaware limited liability company (“EPL”), Equinor Natural Gas LLC, a Delaware limited liability company (“ENG”), and Equinor Marketing & Trading (US) Inc., a Delaware corporation (“EMT” and together with ETOP, EPL and ENG, each, an “Assignor” and, collectively, the “Assignors”), and Repsol Oil & Gas USA, LLC, a Texas limited liability company (“Assignee”). Assignors and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Capitalized terms used but not defined herein shall have the respective meanings set forth in the Purchase and Sale Agreement (the “Purchase Agreement”), dated as of November 7, 2019, by and between Assignors and Assignee.

ARTICLE 1
ASSIGNMENT OF ASSETS

Section 1.1 Assignment of Assets. Subject to the terms and conditions hereof, Assignors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sell, transfer, assign, deliver and convey unto Assignee, and Assignee hereby accepts from Assignors, all of Assignors’ right, title and interest, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or reversionary, in and to the following (but excepting and excluding, in all such instances, the Excluded Assets):

(a) The oil, gas and mineral leases, subleases and other leaseholds located in Dimmit County, Texas including those that are identified on Exhibit A-1 (collectively, the “Leases”), subject to the depth limitations and other restrictions that may be set forth in the Leases or in any conveyances in the chain of title, together with (i) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the lands covered thereby, (ii) all rights, options, titles and interests of Assignors, including rights to obtain or otherwise earn any interest in the Leases or within the lands covered by the Leases or any acreage pooled, communitized or unitized therewith and (iii) royalties, overriding royalties, net profits interests, mineral fee interests, carried interests, and other rights to Hydrocarbons in place and any other interests in the lands covered by the Leases, regardless of whether such interests are incorrectly described on or omitted from Exhibit A-1;

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(b) All pooled, communitized or unitized acreage which includes all or a part of any Lease (the "Units"), including the Units identified on Exhibit A-2, and all tenements, hereditaments and appurtenances belonging to the Leases and Units (including, as described in Section 1.1(h), all undivided interests of Assignors derived from the Leases in the production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from a Well or Wells located on or off a Lease);

(c) All oil, gas, water, carbon dioxide or injection wells, whether producing, shut-in or abandoned, located on the Leases or Units, together with the Allocated Leasehold for each such well, including the wells shown on Exhibit A-3 (the "Wells" and collectively with the Leases and the Units, the "Properties");

(d) All flowlines, pipelines, gathering systems and appurtenances thereto located on the Leases or Units or primarily used, or held for use, in connection with the operation of the Properties, including those identified on Exhibit A-5, excepting and excluding the Midstream Excluded Assets (subject to such exclusion, the "Gathering Systems");

(e) All contracts, agreements and instruments to the extent applicable to the Properties, the Real Property, the Gathering Systems, the Equipment or the production of Hydrocarbons from the Properties, including operating agreements, unitization, pooling and communitization agreements, production sharing agreements, declarations and orders, area of mutual interest agreements, joint venture agreements, farmin and farmout agreements, participation agreements, exchange agreements, work orders under master service agreements, drilling contracts, lease agreements for the Leased Assets, agreements for the sale and purchase of Hydrocarbons and gathering, processing and transportation agreements, but excluding (i) any contracts, agreements and instruments to the extent transfer is (A) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors or (B) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay and (ii) the Leases and Surface Agreements (subject to such exclusions, the "Contracts");

(f) All surface fee interests, easements, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, whether part of the premises covered by the Leases, Units or Real Property or otherwise, and primarily used or held for use in connection with, the Properties or the Real Property; but excluding any such interest or right to the extent transfer is (i) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors or (ii) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay (subject to such exclusion, the "Surface Agreements");

(g) All equipment, machinery, tools, fixtures, materials, inventory, vehicles and rolling stock, including trailers, rolling test equipment, rolling machinery and other

portable wheeled equipment, and other tangible personal property and improvements located on the Properties or the Real Property or used, or held for use, primarily in connection with the operation of the Properties or the production of Hydrocarbons from the Properties that are owned by Assignors (the “Equipment”);

(h) All Hydrocarbons produced from or attributable to the Properties at and after the Effective Time;

(i) The fee-owned real property, buildings and other permanent improvements located thereon described on Exhibit A-6 (collectively, the “Real Property”);

(j) The Records;

(k) The Leased Assets, except to the extent that transfer is (i) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors or (ii) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay;

(l) All Imbalances;

(m) All licenses, orders, franchises, registrations, consents, approvals, variances, exemptions, waivers, rights, water rights (including water withdrawal, storage, discharge, treatment, injection and disposal rights related to the Properties) and other Permits of all Governmental Bodies held by Assignors that are primarily used, or held for use, in connection with the Properties, the Gathering Systems, the Real Property, the Equipment or the Surface Agreements; but excluding any such interest or right to the extent transfer is (i) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors, or (ii) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay;

(n) All geophysical data, geological data, engineering data and other technical data relating to the Properties, including any core and fluid samples and proprietary production allocation methodology in use as to the Assets and Wells, except to the extent that transfer is (i) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors or (ii) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay, and excluding any interpretations, analyses and related interpretative data of Assignors; and

(o) To the extent assignable, all rights, claims, and causes of action to the extent, and only to the extent, attributable to the ownership, use, maintenance or operation of the Assets after the Effective Time, including past, present or future claims, whether or not previously asserted by Assignors.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the terms and conditions of this Assignment.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Assignment, Assignors hereby reserve and retain the Excluded Assets, all of which are excluded from the Assets conveyed hereunder, and Assignee shall have no interest in, to or under any Excluded Asset. As used herein, the term "Excluded Assets" means:

- (a) the Excluded Records;
- (b) the Midstream Excluded Assets;
- (c) solely to the extent related to (i) an indemnification obligation of Assignors or (ii) any amounts that Assignors are entitled to or responsible for pursuant to the Purchase Agreement, all rights, claims and causes of action of Assignors to the extent attributable to the ownership, use, maintenance or operation of the Assets that are attributable to the period of time prior to the Effective Time (including the right to receive payments in respect of any judgments, compromises or settlements, and any claims for refunds, credits or rebates);
- (d) subject to Section 6.14 of the Purchase Agreement, and except to the extent such rights and interests arise from Assumed Purchaser Obligations, all rights and interests of Assignors or their Affiliates (i) under any policy or agreement of insurance or indemnity agreement, (ii) under any bond and (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 prior to the Effective Time;
- (e) any Leased Assets that are not transferred to Assignee at the Closing to the extent that transfer of such Leased Assets is (i) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors, or (ii) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay;
- (f) any (i) Tax assets relating to the Excluded Assets and (ii) Tax prepayments subject to Section 3.3(a)(ii) of the Purchase Agreement or Tax refunds subject to Section 11.3 of the Purchase Agreement;
- (g) all personal property of Assignors not included within the definition of Assets;
- (h) 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 transferred to Assignee at the Closing because such transfer is (x) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors or (y) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in

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writing to pay, and all interpretations, analyses and related interpretative data of Assignors;

(i) all of Assignors' proprietary data and computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property, except for proprietary geophysical, geological and similar data to be transferred from Assignors to Assignee pursuant to Section 1.1(n) (except for any proprietary production allocation methodology in use as to the Assets and Wells);

(j) all data and Contracts, the transfer or disclosure of which is (i) restricted by Third Party agreement, a Governmental Body or applicable Law and the necessary consents or approvals to transfer have not been obtained following commercially reasonable efforts by Assignors, or (ii) subject to the payment of a fee or other consideration to a Third Party that Assignee has not agreed in writing to pay;

(k) any of the Assets excluded from the transactions contemplated hereunder pursuant to Section 6.11(b) or Section 6.11(c) of the Purchase Agreement;

(l) any offices or office leases located in Travis County, Texas; Harris County, Texas; or Fairfield County, Connecticut, and any personal property (other than the Records) located in or on such offices or office leases;

(m) all rights, claims and causes of action of Assignors arising with respect to Matrix Case 1;

(n) all master services agreements;

(o) the 2015 Agreements;

(p) the Joint Development Agreement;

(q) an undivided 77% of Assignors' right, title and interest in and to the Double Eagle Contract; and

(r) any other items set forth on Exhibit A-7.

ARTICLE 2 SPECIAL WARRANTY AND DISCLAIMERS

Section 2.1 Special Warranty. Assignors hereby warrant and agree to defend Assignee against every Person whomsoever lawfully claiming or to claim an interest in any Property included in the Assets by, through or under Assignors, but not otherwise. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under Assignors, but not otherwise, under applicable Laws of the State of Texas. EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PRECEDING SENTENCES OF THIS SECTION 2.1, IN ARTICLE 4 OF THE PURCHASE AGREEMENT, OR IN THE CERTIFICATE OF ASSIGNORS TO BE DELIVERED PURSUANT TO SECTION 8.2(e) OF THE PURCHASE AGREEMENT, ASSIGNORS MAKE

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NO, AND EXPRESSLY DISCLAIM ANY, WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNORS' TITLE TO ANY OF THE ASSETS, AND ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT ASSIGNEE'S RIGHTS PROVIDED IN THE PRECEDING SENTENCES OF THIS SECTION 2.1 ARE ASSIGNEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT OF TITLE WITH RESPECT TO ANY OF THE ASSETS.

Section 2.2 Disclaimers of Warranties.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 2.1, IN ARTICLE 4 OF THE PURCHASE AGREEMENT OR IN THE CERTIFICATE OF ASSIGNORS TO BE DELIVERED PURSUANT TO SECTION 8.2(e) OF THE PURCHASE AGREEMENT, (i) ASSIGNORS MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (ii) ASSIGNORS EXPRESSLY DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION PROVIDED, MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ANY MEMBER OF THE PURCHASER GROUP, INCLUDING ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED BY ANY MEMBER OF THE SELLER GROUP OR ANY THIRD PARTIES.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 2.1, IN ARTICLE 4 OF THE PURCHASE AGREEMENT OR IN THE CERTIFICATE OF ASSIGNORS TO BE DELIVERED PURSUANT TO SECTION 8.2(e) OF THE PURCHASE AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.2(a), ASSIGNORS MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, 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 GEOLOGICAL OR SEISMIC DATA, MAP 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 GENERATED BY THE ASSETS, (v) THE PRODUCTION OF OR THE ABILITY TO PRODUCE HYDROCARBONS FROM THE PROPERTIES OR WHETHER PRODUCTION HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (vii) THE CONTENT, CHARACTER, COMPLETENESS, ACCURACY OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, MANAGEMENT PRESENTATION, DATA ROOM, CHARTS OR STATEMENTS (INCLUDING FINANCIAL STATEMENTS) PREPARED BY ANY MEMBER OF THE SELLER GROUP OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ANY MEMBER OF THE PURCHASER GROUP IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO (INCLUDING ANY ITEMS PROVIDED IN CONNECTION WITH SECTION 6.1 OF THE

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PURCHASE AGREEMENT) OR (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, AND ASSIGNORS FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE EQUIPMENT AND OTHER TANGIBLE PROPERTY TRANSFERRED HEREUNDER IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) EXCEPT AS TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 4 OF THE PURCHASE AGREEMENT OR IN THE CERTIFICATE OF SELLERS TO BE DELIVERED PURSUANT TO SECTION 8.2(E) OF THE PURCHASE AGREEMENT, ASSIGNORS HAVE NOT AND WILL NOT MAKE, AND EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS OR WARRANTIES REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS (INCLUDING PERMITS REQUIRED UNDER ENVIRONMENTAL LAWS), ENVIRONMENTAL LIABILITIES, THE PRESENCE, DISCHARGE, EMISSION OR RELEASE OF HAZARDOUS SUBSTANCES, HYDROCARBONS OR NORM 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 THE PURCHASE AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(d) THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF HYDROCARBONS, AND THERE MAY BE PETROLEUM, PRODUCED WATER, WASTE, OR HAZARDOUS SUBSTANCES OR MATERIALS LOCATED IN, ON OR UNDER THE ASSETS OR ASSOCIATED WITH THE ASSETS. EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN ASBESTOS, NORM OR OTHER HAZARDOUS SUBSTANCES. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS. THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON THE PROPERTIES OR INCLUDED IN THE ASSETS MAY CONTAIN ASBESTOS, NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES. NORM CONTAINING MATERIAL OR OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING WATER, SOILS OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER HAZARDOUS SUBSTANCES FROM THE ASSETS.

(e) ASSIGNORS AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS

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CONTAINED IN THIS ARTICLE 2 ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW AND COMPLY WITH THE EXPRESS NEGLIGENCE RULE.

**ARTICLE 3
MISCELLANEOUS**

Section 3.1 Assignment Subject to Purchase Agreement. This Assignment is given pursuant to the terms of the unrecorded Purchase Agreement, which is fully incorporated herein for all purposes, and this Assignment is specifically made subject to the terms, conditions and covenants contained therein. In the event of a conflict between any of the provisions of this Assignment and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall control to the extent of such conflict; provided, however, that Third Parties may conclusively rely on this Assignment to vest title to the Assets in Assignee. By executing, delivering and accepting this Assignment, Assignors and Assignee do not intend to cause a merger of the terms of the Purchase Agreement into this Assignment and all covenants, indemnities and other terms and provisions set forth in the Purchase Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Purchase Agreement. Assignee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be timely fulfilled, performed, paid or discharged) all of the Assumed Purchaser Obligations, subject to this Section 3.1 and such unrecorded Purchase Agreement.

Section 3.2 Further Assurances. Assignors and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by another Party for carrying out the purposes of this Assignment and the Purchase Agreement.

Section 3.3 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 3.4 Governing Law. THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW WHICH WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY CLAIM, COUNTERCLAIM, DEMAND, CAUSE OF ACTION, DISPUTE, OR ANY OTHER CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT OR TO THE SUBJECT MATTER OF THIS ASSIGNMENT OR TO ANY RELATIONSHIP CREATED HEREBY SHALL BE RESOLVED PURSUANT TO SECTION 12.3 OF THE PURCHASE AGREEMENT.

Section 3.5 Severability. The invalidity or unenforceability of any term or provision of this Assignment in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and the remaining terms and provisions shall remain in full force and effect unless doing so would result in an interpretation of this Assignment that is manifestly unjust.

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Section 3.6 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment.

Section 3.7 Recording. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property in that county or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

Section 3.8 Interpretation. The provisions of Section 1.2 of the Purchase Agreement shall apply *mutatis mutandis* to this Assignment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Assignment has been signed by each of the Parties on the date first above written.

ASSIGNOR:

Equinor Texas Onshore Properties LLC

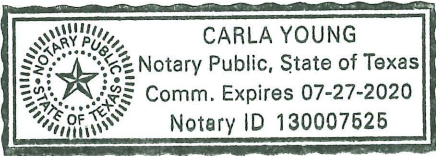
By: Hans Jakob Hegge
Name: Hans Jakob Hegge
Title: President

ASSIGNOR:

STATE OF TEXAS §
 §
COUNTY OF Travis §

The foregoing instrument was acknowledged before me on this 4th day of December, 2019, by Hans Jakob Hegge, as President for Equinor Texas Onshore Properties LLC on behalf of said limited liability company.

Carla Young
Printed Name: Carla Young



Notary Public for the State of Texas
County of Travis

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ASSIGNOR:

Equinor Pipelines LLC

By: Heidi Aakre
Name: Heidi Aakre
Title: President

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ASSIGNOR:

Connecticut
STATE OF TEXAS §
COUNTY OF Fairfield §

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The foregoing instrument was acknowledged before me on this 5 day of December 2019, by Heidi Aakre, as President for Equinor Pipelines LLC on behalf of said limited liability company.

Barbara M. Hicks
Printed Name: _____
Notary Public for the State of _____
County of Fairfield

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BARBARA M HICKS
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 03/31/2020

ASSIGNOR:

Equinor Natural Gas LLC

By: Heidi Aakre
Name: Heidi Aakre
Title: Vice President, Asset Management

ASSIGNOR:

Connecticut
STATE OF TEXAS §
COUNTY OF Fairfield §

The foregoing instrument was acknowledged before me on this 5th day of December 2019, by Heidi Aakre, as Vice President, Asset Management for Equinor Natural Gas LLC on behalf of said limited liability company.

Barbara M Hicks
Printed Name: _____

Notary Public for the State of
County of Fairfield



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ASSIGNOR:

Equinor Marketing & Trading (US) Inc.

By: [Signature]
Name: Asbjørn Skretting
Title: President

ASSIGNOR:

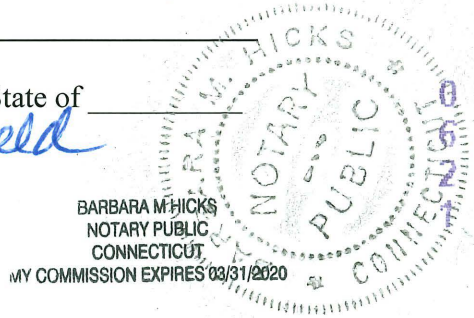
Connecticut
STATE OF ~~TEXAS~~ §
COUNTY OF Fairfield §

The foregoing instrument was acknowledged before me on this 4th day of December 2019, by Asbjørn Skretting, as President for Equinor Marketing & Trading (US) Inc. on behalf of said corporation.

[Signature]

Printed Name: _____

Notary Public for the State of _____
County of Fairfield



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ASSIGNEE:

Repsol Oil & Gas USA, LLC

By: [Signature]

Name: FORREST W PACE JR

Title: PRESIDENT

ASSIGNEE:

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 6th day of December, 2019, by FORREST W. PACE JR., as PRESIDENT for Repsol Oil & Gas USA, LLC on behalf of said limited liability company.

[Signature]

Printed Name: MONICA SANTIAGO PETWAY

Notary Public for the State of TEXAS

County of HARRIS



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THIS INSTRUMENT PREPARED BY:

Joe Roger
Orrick, Herrington & Sutcliffe LLP
609 Main Street
Houston, Texas 77002
713-658-6640

Patrick Faubush
P.O. Box 849
Hallettsville, TX 77964

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ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EFFECTIVE AS OF OCTOBER 1, 2019
BY AND BETWEEN ASSIGNORS AND ASSIGNEE

EXHIBIT A-1

LEASES

[See attached]

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Exhibit A-1
Leases

AGREEMENT NUMBER	LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	PROSPECT	COUNTY	BOOK	PAGE	RECORDATION DESCRIPTION
000103263001	LIGHT MINERAL TRUST	ST MARY LAND AND EXPLORATION COMPANY	10/29/2009	SM	DIMMIT, LA SALLE	492	217	84340
000103263003	GEORGE E LIGHT JR AND SARAH LIGHT TRUST NO ONE	ST MARY LAND AND EXPLORATION COMPANY	10/29/2009	SM	DIMMIT, LA SALLE	492	228	84342

ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EFFECTIVE AS OF OCTOBER 1, 2019
BY AND BETWEEN ASSIGNORS AND ASSIGNEE

EXHIBIT A-2

UNITS

None.

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ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EFFECTIVE AS OF OCTOBER 1, 2019
BY AND BETWEEN ASSIGNORS AND ASSIGNEE

EXHIBIT A-3

WELLS

None.

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ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EFFECTIVE AS OF OCTOBER 1, 2019
BY AND BETWEEN ASSIGNORS AND ASSIGNEE

EXHIBIT A-5

GATHERING SYSTEMS

[See attached]

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**EXHIBIT A-5
GATHERING SYSTEMS**

Cooke Ranch Area

- Field gathering lines from the well pad to the HRC Central Transfer Station and the Cooke Central Delivery Point
- Transport line between the HRC Central Transfer Station and the Cooke Central Delivery Point
- HRC Central Transfer Station
- Cooke Central Delivery Point

STS Region

- Field gathering lines from the well pad to the STS Central Delivery Point
- HP field gathering line from the well pad to the STS Central Delivery Point
- STS Central Delivery Point

KDB Area

- Field gathering lines from the well pad to the Edwards Lime Gathering LLC system
- Field gathering lines from the well pads to the Bluhm Booster Station and the Kolo Booster Station
- Gas lift lines to well pads from the Bluhm Booster Station
- Sales gas and oil line from the Bluhm Booster Station and the Kolo Booster Station to the Edwards Lime Gathering LLC system
- Field gathering lines from the well pad to the Red Crest Separation / Storage Facility
- Red Crest and Balsler Separation / Storage Facility

Live Oak Region

- Field gathering and tie in lines
- Pad Site Treatment Facilities

Choke Canyon Region

- Field gathering and tie in lines from the well pad to the Pad Site Treatment Facilities
- Pad Site Treatment Facilities
- Gathering lines between the Pad Site Treatment Facilities and the central delivery location

Central Area – North McMullen

- Field gathering lines from the well pad to the Powers/Y-Bar Central Transfer Station
- Transport lines from the Powers/Y-Bar Central Transfer Station to the Y-Bar Plant and the 99 Central Delivery Point
- Transport lines between the Y-Bar Plant and the 99 Central Delivery Point

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- Transport lines from the Y-Bar Plant to the Lift Gas System
- Powers/Y-Bar Central Transfer Station
- Y-Bar Plant
- 99 Central Delivery Point

Central Area – Swaim

- Field gathering lines from the well pad to the Swaim Central Transfer Station
- Transport line from the Swaim Central Transfer Station to the 99 Central Delivery Point
- Swaim Central Transfer Station

Central Area – Central McMullen

- Field gathering lines from the well pad to the 99 Central Delivery Point
- Field gathering lines from the Pad Compressor/Separation to the McClaugherty Treating Facility
- Transport lines from the McClaugherty Treating Facility to the Lift Gas System
- Pad Compressor/Separation
- McClaugherty Treating Facility
- Lift Gas System

Weeks Area

- Field gathering lines from the well pad to the Weeks Battery/Central Delivery Point
- Weeks Battery/Central Delivery Point

Zapp Area

- Field gathering lines from the well pad to the Zapp Battery/Central Delivery Point
- Zapp Battery/Central Delivery Point

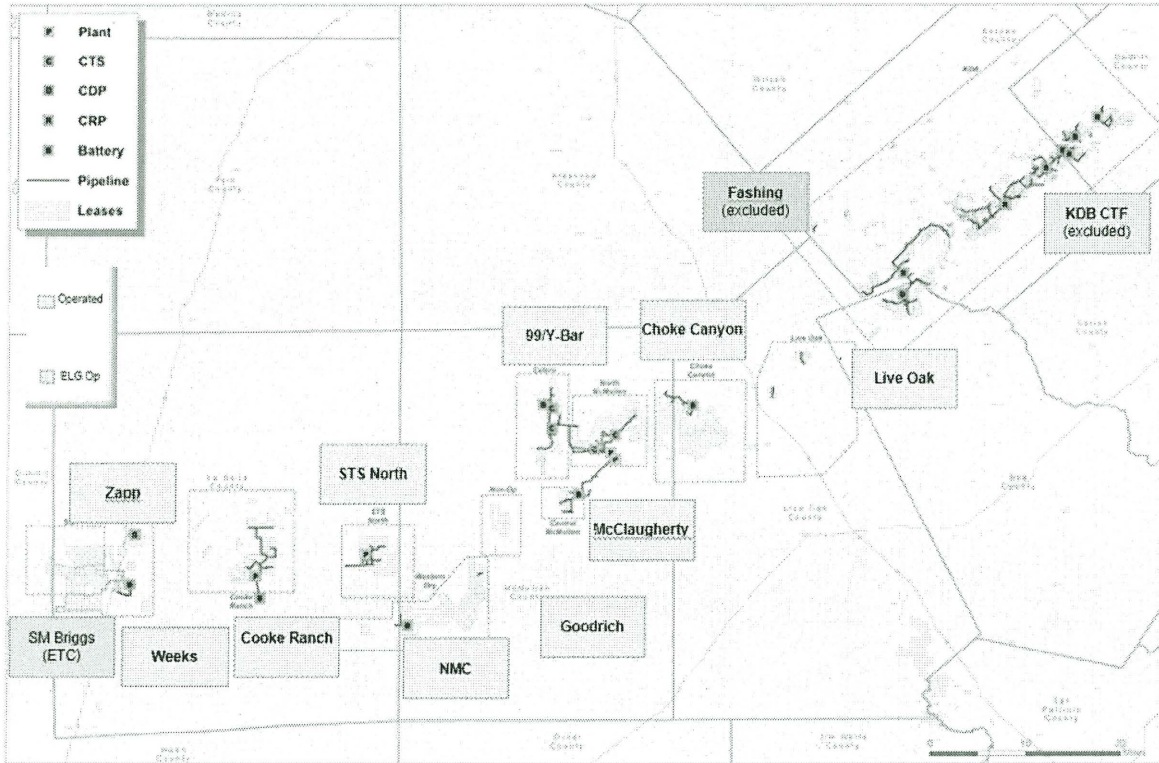
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Gathering System and Facilities



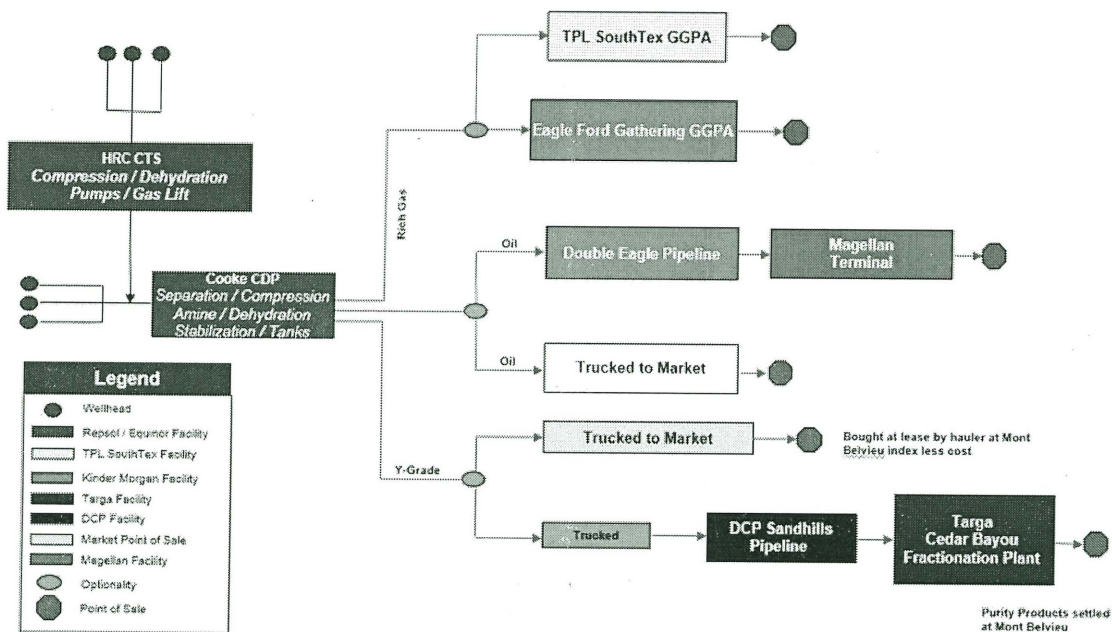
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Cooke Ranch Overview

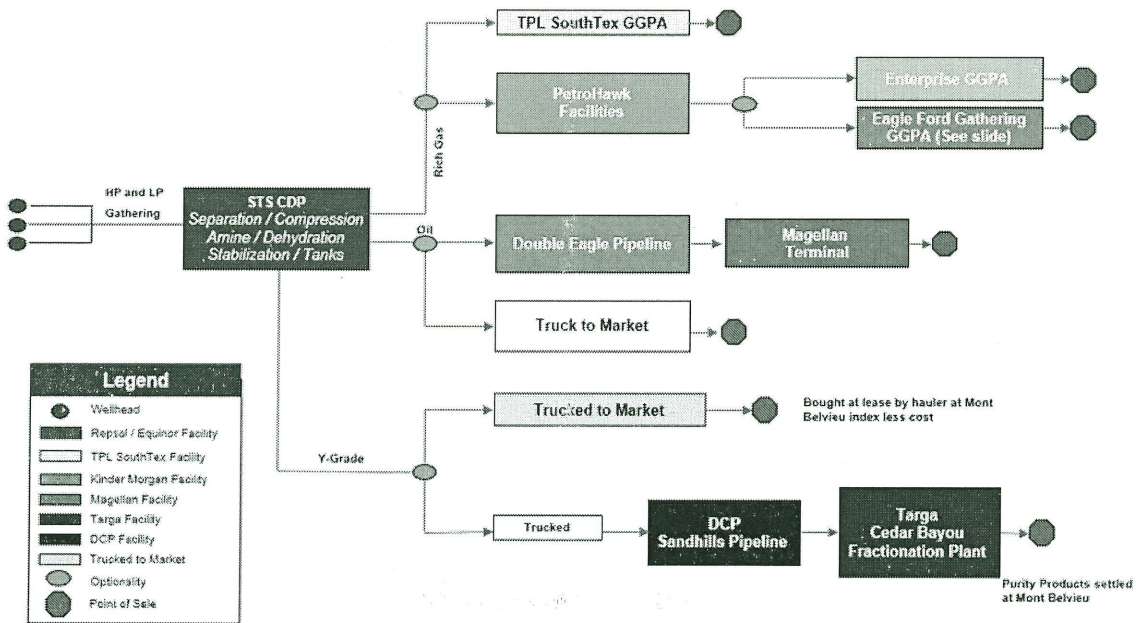


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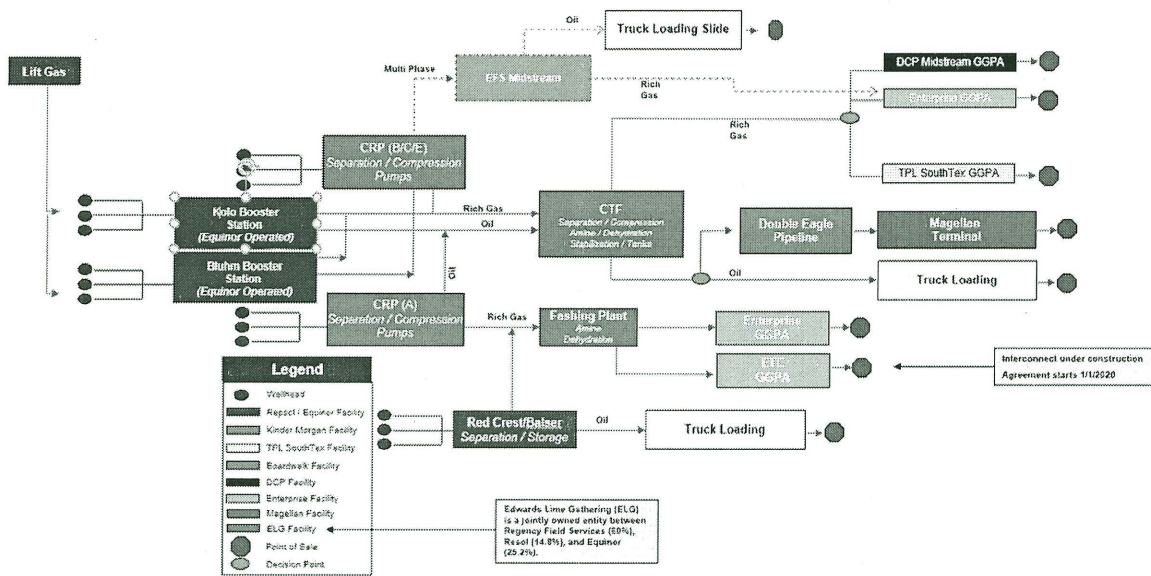
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STS Region Overview



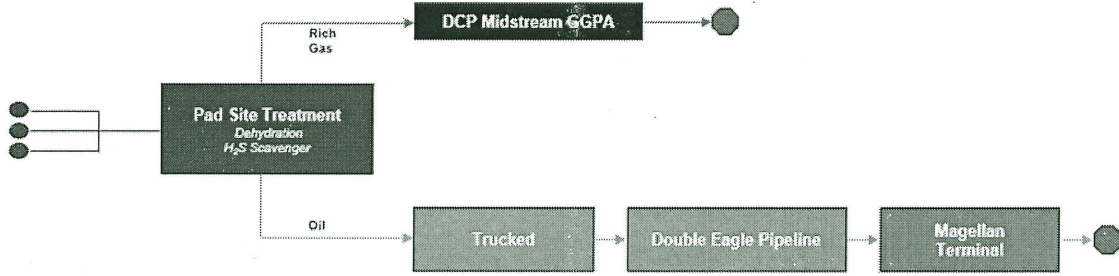
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KDB Area Overview



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Live Oak Region – Hughes / Dovalina



Legend	
	Wellhead
	Repsol / Equinor Facility
	DCP Facility
	Kinder Morgan Facility
	Magellan Facility
	Point of Sale

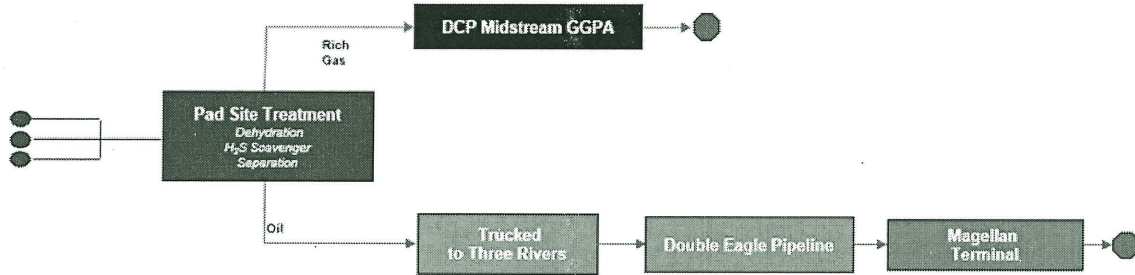
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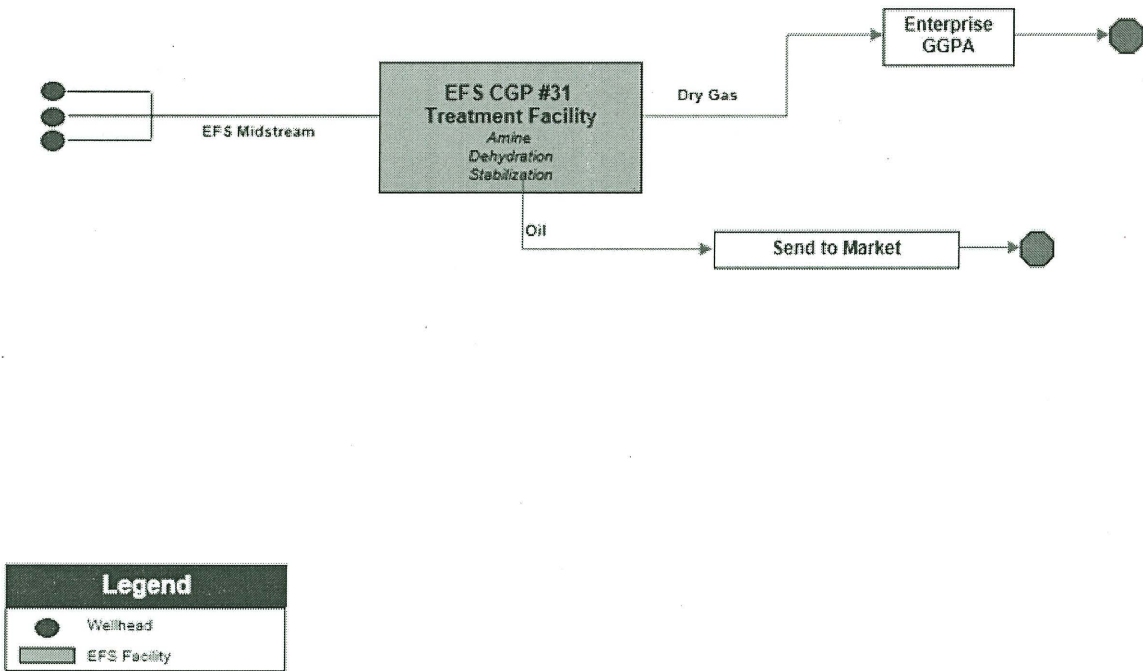
Choke Canyon Region Overview



Legend	
	Wellhead
	Repsol / Equiner Facility
	DCP Facility
	Kinder Morgan Facility
	Magellan Facility
	Decision Point

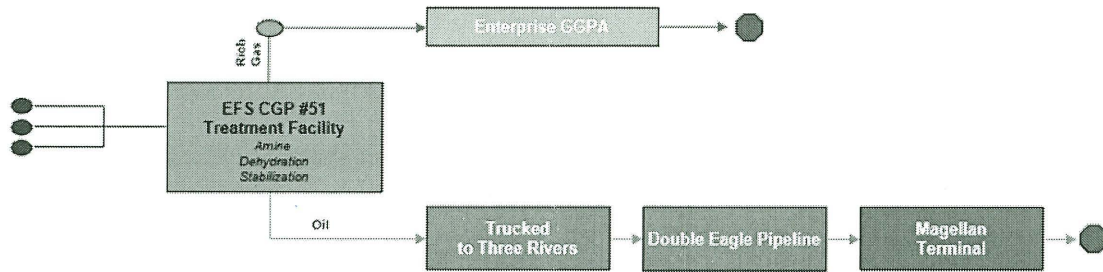
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Choke Canyon Region – Lake Schwartz



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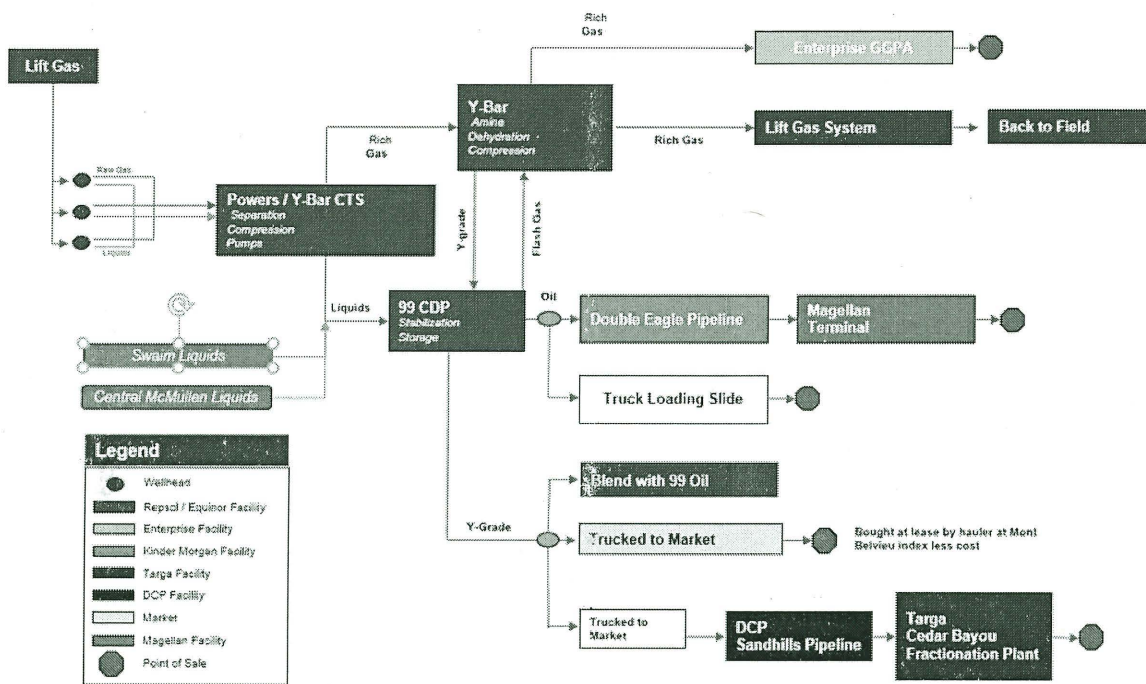
Live Oak Region – Three Rivers



Legend	
	Wellhead
	DCP Facility
	Enterprise Facility
	Kinder Morgan Facility
	EFS Facility
	Magellan Facility
	Point of Sale
	Optionality

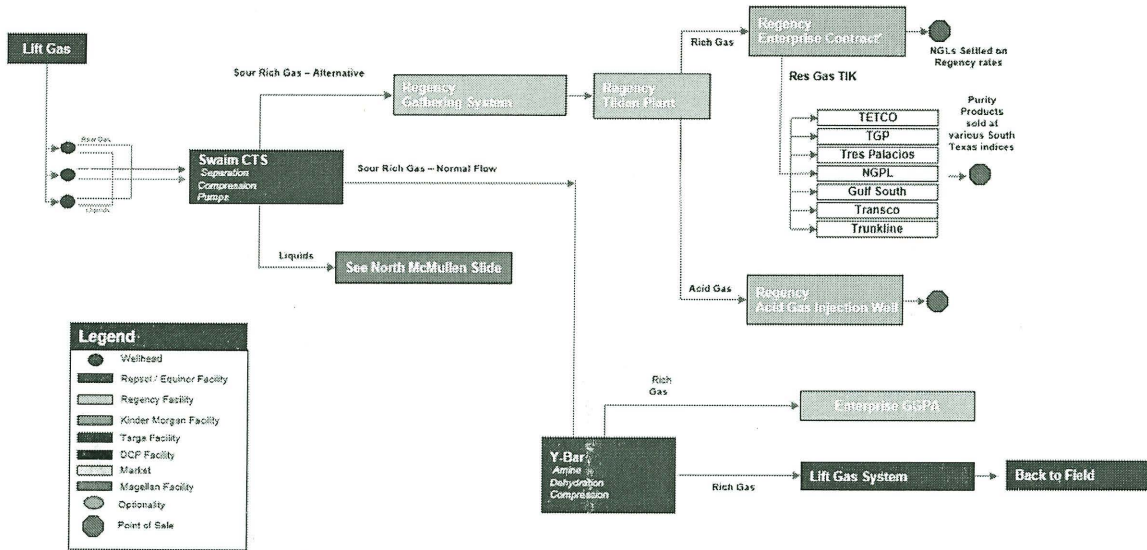
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Central Area Overview – North McMullen



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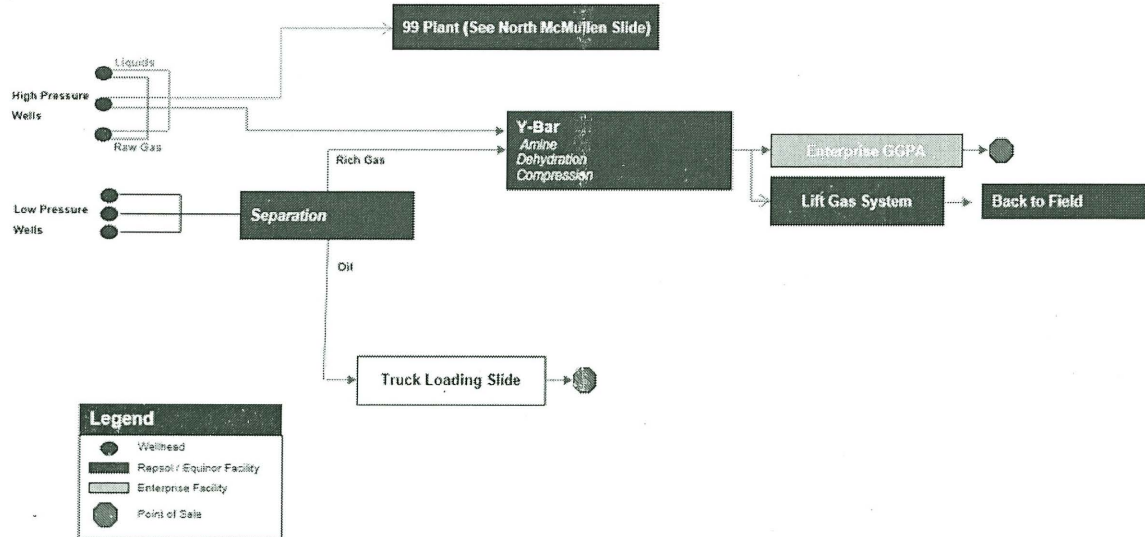
Central Area Overview – Swaim



*Rich Gas sent to Enterprise via Regency's contract with Enterprise; not the TLM/Enterprise contract
 As such, volumes do not count towards TLM/Enterprise commitments

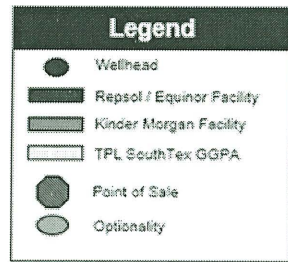
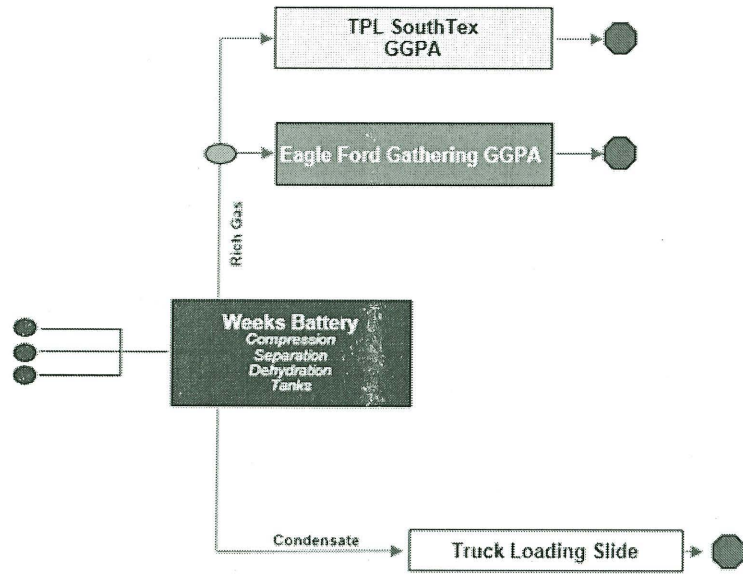
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Central Area Overview – Central McMullen



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Weeks Area Overview

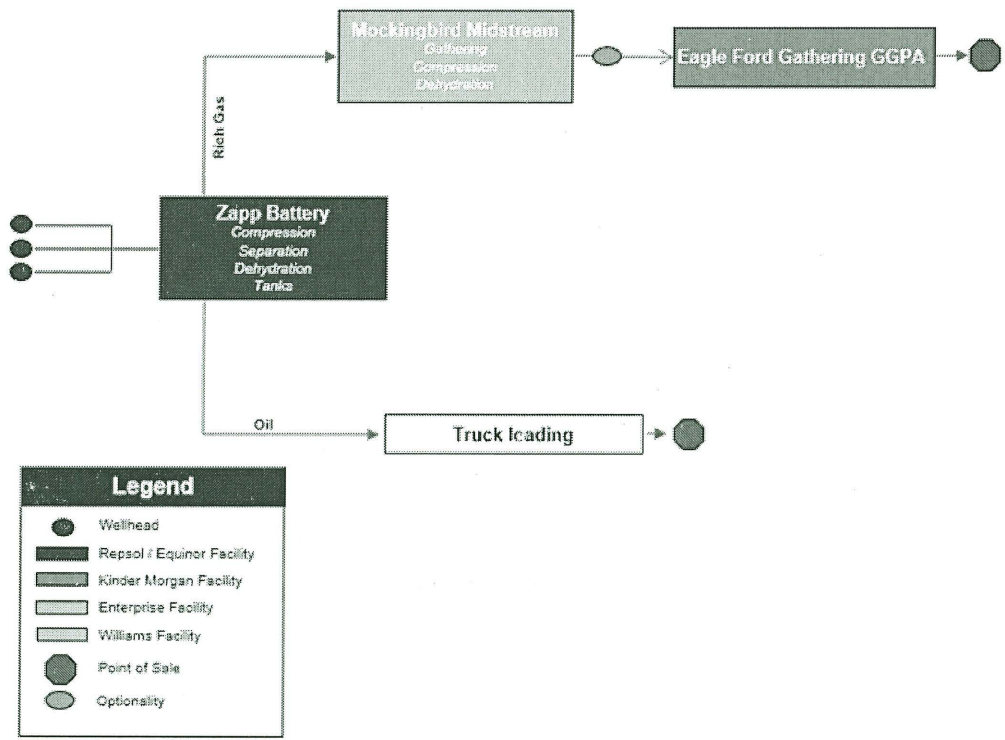


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Zapp Area Overview



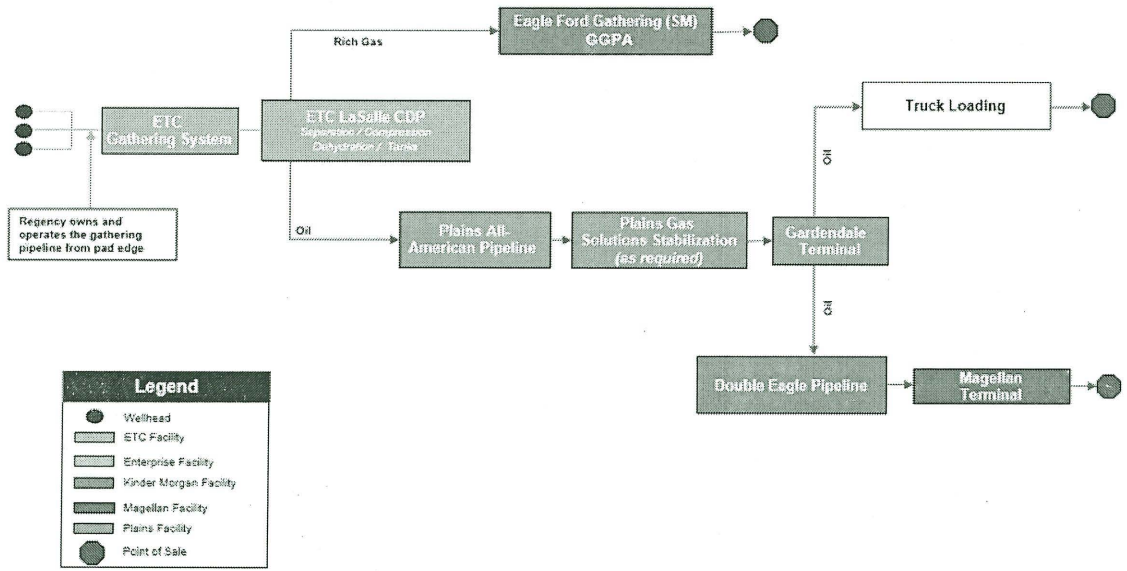
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Briggs (SM) / FMD Area Overview



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ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EFFECTIVE AS OF OCTOBER 1, 2019
BY AND BETWEEN ASSIGNORS AND ASSIGNEE

EXHIBIT A-6
REAL PROPERTY

None.

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ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
EFFECTIVE AS OF OCTOBER 1, 2019
BY AND BETWEEN ASSIGNORS AND ASSIGNEE

EXHIBIT A-7

CERTAIN EXCLUDED ASSETS

[See attached]

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**EXHIBIT A-7
CERTAIN EXCLUDED ASSETS**

1. All Contracts between a Seller, on the one hand, and another Seller or any Affiliate of a Seller, on the other hand, other than the contracts listed on Schedule 4.9(a)(viii) of the Purchase Agreement.

NO.	CONTRACT NAME	SELLER	COUNTERPARTY	DATE
2.	Terminalling Agreement	EMT	Magellan Terminals Holdings, L.P.	12/15/2011
3.	Terminalling Agreement	EMT	Magellan Terminals Holdings, L.P.	9/12/2017
4.	Terminalling Agreement	EMT	Magellan Terminals Holdings, L.P.	6/1/2018

All of the following contracts and leases are only being excluded because (i) consent is required in connection with their transfer and that consent has not yet been obtained or (ii) they relate to contracts or leases where consent is required in connection with their transfer and that consent has not yet been obtained. Upon receipt of the applicable consent, the following contracts and leases will be assigned to Purchaser pursuant to the Purchase Agreement.

NO.	CONTRACT NAME	SELLER	COUNTERPARTY	DATE
1.	Oil Gathering Agreement	EMT (assigned by ETOP, successor to SM Energy Company)	Plains South Texas Gathering LLC (successor to Velocity South Texas Gathering, LLC)	1/29/2011
2.	Interruptible Condensate Stabilization Agreement	EMT	Plains Gas Solutions, LLC	2/1/2014
3.	NGPA Section 311 Natural Gas Transportation Service Agreement	ENG	Eagle Ford Midstream, LP	2/19/2013
4.	Firm Intrastate Gas Transportation Agreement	ENG	Eagle Ford Midstream, LP	2/15/2013
5.	Gas Gathering Agreement	ENG	Eagle Ford Midstream, LP	2/15/2013
6.	Gas Gathering Contract	ENG	Mockingbird Midstream Gas Services, L.L.C.	4/29/2013
7.	Gas Gathering Agreement Anchor Shippers	ENG; ETOP	Repsol Oil & Gas USA, LLC	1/1/2014

8.	Gas Gathering Agreement	ENG	ETC Field Services LLC (successor to Regency Field Services LLC)	12/1/2013
9.	Gas Gathering and Processing Agreement	ENG	DCP South Central Texas LLC	8/1/2018
10.	Interruptible Gas Transportation Agreement for Intrastate Service (9672ITSA)	ENG	Enterprise Texas Pipeline LLC	4/26/2012
11.	Interruptible Gas Transportation Agreement for NGPA Section 311 Service (9672ITSE)	ENG	Enterprise Texas Pipeline LLC	4/26/2012
12.	Firm Gas Transportation Agreement for Intrastate Service (Contract No. 9588FTSA)	ENG	Enterprise Texas Pipeline LLC	12/20/2011
13.	Firm Gas Transportation Agreement for NGPA Section 311 Service (Contract No. 9588FTSE)	ENG	Enterprise Texas Pipeline LLC	12/20/2011
14.	Gas Processing Agreement	ENG	Enterprise Hydrocarbons, L.P.	12/20/2011
15.	Gas Services Agreement	ENG	Eagle Ford Gathering LLC; Repsol Oil & Gas USA, LLC	10/1/2012
16.	Gas Services Agreement	ENG	Eagle Ford Gathering LLC; Repsol Oil & Gas USA, LLC	12/14/2011
17.	Gas Gathering and Processing Agreement	ENG	TEAK Midstream LLC; TPL Southtex Processing Company LP	2/9/2012
18.	Gas Gathering Agreement	ENG	ETC Field Services LLC (successor to Regency Field Services LLC)	10/29/2012
19.	Amended and Restated Gas Gathering and Treating Agreement	ENG	Edwards Lime Gathering, LLC	5/10/2012
20.	Hydrocarbon Gathering and Treating Agreement	ENG	EFS Midstream, LLC	2/1/2014
21.	Gas Gathering and Treating Agreement	ENG; ETOP	EFS Midstream, LLC	8/1/2014
22.	Interruptible Gas Gathering and Treating Agreement	ENG	EFS Midstream, LLC	5/1/2012
23.	Facility Agreement (CDP #4)	ENG	EFS Midstream, LLC	9/15/2011
24.	Condensate Stabilization and Transportation Agreement	ENG	ELG Oil LLC	5/10/2012
25.	Interruptible Gas Gathering Agreement	ENG	BHP Billiton Petroleum LLC	2/1/2015
26.	Gas Gathering and Treating Agreement	ENG	Pioneer Natural Resources USA, Inc.	11/1/2008
27.	Intrastate Transportation Agreement for Condensate	ENG	ETC Field Services LLC	5/31/2011
28.	Gas Gathering Agreement	ENG	ETC Field Services LLC	4/1/2016

29.	Facilities Construction, Operation, Ownership and Reimbursement Agreement (ELG Interconnects in Karnes & Dewitt Counties, Texas)	EPL	Energy Transfer Partners Operating L.P.; ELG Utility LLC	5/30/2017
30.	Facilities Construction, Operation, Ownership and Reimbursement Agreement (KDB Residue Gas Check Meter Removal/Relocation; Residue Header Modifications, Enterprise Meter Upsize and Sales Gas Scrubber Installation for "DCP" Delivery)	EPL	Energy Transfer Partners Operating L.P.; ELG Utility LLC	1/12/2018
31.	Facilities Construction, Operation, Ownership and Reimbursement Agreement (CRP-E Modifications in Dewitt County, Texas)	EPL	Energy Transfer Partners Operating L.P.; ELG Utility LLC	1/30/2018
32.	Amended and Restated Construction and Operation Agreement	EPL	Edwards Lime Gathering, LLC; ETC Field Services LLC	5/10/2012
33.	Facility Construction, Operation, Ownership and Reimbursement Agreement (ELG Interconnects)	EPL	ELG Utility LLC; Energy Transfer Partners Operating L.P.	5/30/2017
34.	Facility Construction, Operation, Ownership and Reimbursement Agreement (CRP A Modification in Dewitt County, Texas)	EPL	ELG Utility LLC; Energy Transfer Partners Operating L.P.	8/31/2018
35.	Fractionation Agreement	EMT (successor to ENG)	Cedar Bayou Fractionators, L.P.	2/1/2012
36.	Transportation Services Agreement	ENG	DCP Sand Hills Pipeline, LLC	2/14/2012
37.	Y-Grade Buy/Sell Agreement (Goliad Rack)	EMT	DCP NGL Services, LLC	11/1/2015
38.	Y-Grade Purchase Agreement	EMT	Repsol Oil & Gas USA, LLC	4/1/2016
39.	Throughput and Deficiency Agreement	EMT	Double Eagle Pipeline LLC	12/15/2011
40.	Gathering and Processing Agreement	ENG	ETC Texas Pipeline, Ltd.	1/1/2020
41.	NAESB	ENG	Corpus Christi Liquefaction LLC	6/1/2015
42.	Pipeline Connection and Water Disposal Agreement	EPL	Advantek Waste Management Services LLC	12/7/2017
43.	Interruptible Gas Gathering & Treating Agreement	ENG	EFS Midstream, LLC	4/1/2014
44.	Transportation Services Agreement	EMT	North Star Trucking	4/2/2014
45.	Natural Gas Liquids Buy/Sell Agreement	ENG	DCP NGL Services, LLC	2/14/2012
46.	Ethane Sales Agreement	EMT	Chevron Phillips Chemical Company LP	1/5/2017
47.	Y-Grade Buy-Sell Agreement	EMT	Southwest Energy, L.P.	11/4/2019

48.	Y-Grade Buy-Sell Agreement	EMT	Southwest Energy, L.P.	11/4/2019
49.	Pipeline Crossing Agreement	EPL	Union Pacific Railroad Company	8/30/2018
50.	Pipeline Crossing Agreement	EPL	Union Pacific Railroad Company	8/30/2018
51.	Pipeline Crossing Agreement	EPL	Union Pacific Railroad Company	12/12/2018
52.	Pipeline Crossing Agreement	EPL	Union Pacific Railroad Company	10/18/2018
53.	Pipeline Crossing Agreement	EPL	Union Pacific Railroad Company	10/18/2018
54.	Water Purchase Agreement	ETOP	Jeannie D. Heard et al	10/15/2018
55.	Water Well and Water Purchase Agreement	Repsol Oil & Gas USA, LLC	Dan A Hughes et al	12/19/2011
56.	Commercial Lease	ETOP	TLD Resources LLC	4/1/2016

AGREEMENT NUMBER	LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	PROSPECT	COUNTY	BOOK	PAGE	RECORDATION DESCRIPTION
000103147000	SOUTH TEXAS SYNDICATE BY JPMORGAN	WHITTIER ENERGY COMPANY & BB II OPERATING LP	2/1/2009	STS NORTH	LA SALLE	478	341	82304
000103200001	MAIN PLAZA CORP BY FROST NATL BANK AGENT	COMMON RESOURCES LLC	6/1/2009	COOKE RANCH	LA SALLE	482	73	82889
000103295000	NORMAN M HUBBARD	ST MARY LAND & EXPLORATION COMPANY	11/4/2009	WEEKS SM	LA SALLE	665	53	00101521
000103305000	JOSEPH A CRISP SR ET UX	ST MARY LAND & EXPLORATION COMPANY	12/23/2009	WEEKS SM	LA SALLE	499	393	85257
000103320000	CAROL JEAN CRISP QUARLES	SM ENERGY COMPANY	7/28/2010	SM	LA SALLE	514	294	087212
000103327000	DAVID NICKELL ET UX	SM ENERGY COMPANY	7/28/2010	SM	LA SALLE	514	297	087213
000103609002	COMPASS BANK	ENDURING RESOURCES LLC	12/1/2010	WEEKS	LA SALLE	527	341	089891
000103617001	CHARLES W HINKEL III	ENDURING RESOURCES LLC	3/6/2010	COOKE RANCH	LA SALLE	500	365	85407
000103617002	THOMAS ALLEN MOON	ENDURING RESOURCES LLC	3/5/2010	COOKE RANCH	LA SALLE	500	363	85406

AGREEMENT NUMBER	LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	PROSPECT	COUNTY	BOOK	PAGE	RECORDATION DESCRIPTION
000103617003	WILLIAM D MOON	ENDURING RESOURCES LLC	3/5/2010	COOKE RANCH	LA SALLE	500	372	85410
000104008001	JEAN SCHWARTZ BURKE TRST UWO HIRSH N SCHWARTZ ETAL	ENDURING RESOURCES LLC	9/3/2010	CHOKE CANYON	LIVE OAK	166	255	
000104008003	VINSON & ELKINS LLP	ENDURING RESOURCES LLC	10/5/2010	CHOKE CANYON	LIVE OAK	167	305	190854
000104008004	ERIN ALEXANDRA ELDREDGE CONTINGENT TRUST ET AL	TALISMAN ENERGY USA INC AND STATOIL TEXAS ONSHORE PROPERTIES LLC	7/1/2013	CHOKE CANYON	LIVE OAK	271	707	208819
000110265000	GERTRUDE PAWELEK ET AL	ORCA ASSETS GP LLC	6/2/2010	KB	KARNES	927	758	0089063
000116596000	ELZIE TENERY CRISP ET AL	SM ENERGY	6/17/2011	SM	LA SALLE	546	114	092110

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MARIO Z. GARCIA
COUNTY CLERK
2019 Dec 20 at 09:38 AM
DIMIT COUNTY, TEXAS
BY: *[Signature]* DEPUTY

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