

ENTRY NO. 01208369

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 44.00 BY QUICK DATA SERVICES INC



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("**Assignment**") dated effective as of 12:01 a.m. Central Time on January 1, 2023 (the "**Effective Time**"), is made between **Whiting Oil and Gas Corporation**, a Delaware corporation ("**Assignor**"), and **TriBar Resources, LLC**, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee may be referred to individually as a "**Party**" or together as the "**Parties**".

ASSIGNMENT AND CONVEYANCE

Section 1. **Assignment and Conveyance.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Time, Assignor hereby ASSIGNS, DEEDS, SELLS, TRANSFERS, CONVEYS, SETS OVER and DELIVERS unto Assignee all of Assignor's right, title, and interest, whether legal, equitable, contractual, present, contingent, or reversionary, in and to the following (the "**Assets**"), less and except the Excluded Assets (defined below):

(a) all rights and interest in the lands described on **Exhibit A-1** attached hereto (collectively, the "**Lands**"), including (1) the oil, gas, or mineral leases set forth on **Exhibit A-2** attached hereto (such leases described in this clause are the "**Leases**"), and the lands covered by the Leases, whether or not such lands are described on **Exhibit A-2**, and any lands pooled, communitized, or unitized with the Lands, together with, with respect to the Leases, all extensions, renewals, top leases, ratifications, or amendments of the Leases, as applicable, and all working interests, overriding royalty interests, net profits interests, production payments, net revenue

interest associated with any working interests, record title or operating rights, forced pooled interests, carried interests, and other rights and interests in the Leases, as applicable, and (2) mineral fee interests and surface fee interests described or referenced on **Exhibit A-3** attached hereto (the "**Fee Interests**") and all property rights and interests incident to or appurtenant to the Leases, Lands or Fee Interests;

(b) all oil, gas, water, or injection wells located on the Leases or Lands, or on any lands pooled, communitized, or unitized therewith, whether producing, shut-in, or temporarily or permanently abandoned, including those described on **Exhibit B** (the "**Wells**"), and all of the tangible personal property, equipment, installations, machinery, fixtures, improvements, and other appurtenances used in connection with the Wells;

(c) the oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof, sulphur extracted from hydrocarbons, and all other lease substances under the Leases ("**Hydrocarbons**") and that are, or may be, produced under or are otherwise allocated or attributable to the Leases, Lands, or Wells, in each case, at and after the Effective Time;

(d) the unitization, pooling and communitization agreements, declarations, orders, and the units and rights created thereby, pertaining to the Leases, Lands, and Wells;

(e) any gathering or transportation systems located within the Lands and all flowlines, pipelines, gathering, processing and separation, compression, blending, treatment, storage, disposal and transportation assets or Assets located within the Lands on or after the Effective Time, and the tangible personal property that is used or held for use in connection with the ownership, use, operation or maintenance of any such systems on or after the Effective Time, including any plants, water disposal and liquid condensate drip recovery systems, platforms, compressors, meters, tanks, pumps, machinery, pulling machines, utility lines, equipment, fixtures, improvements, and other appurtenances used or held in connection with the use of such systems;

(f) all permits, licenses, registrations, consents, orders, approvals, variances, exemptions, waivers, franchises, rights, and other authorizations (collectively, "**Governmental Authorizations**") issued by any Governmental Body, in each case, related solely to the use, ownership, or operation of any of the other Assets and that may be transferred under applicable contract or Law;

(g) to the extent transferable, all Contracts to the extent pertaining to the Assets, including to those described on Exhibit C to the Purchase Agreement;

(h) all easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights and Governmental Authorizations appurtenant to, or used or held for use primarily in connection with, the Assets, including those identified on **Exhibit D**; and

(i) all physical and digital Lease files, well files, production records, division order files, abstracts, title records (including abstracts of title, title opinions, ownership reports, and title curative documents), Contract files, and any other records, files and information (including accounting information) maintained by Assignor insofar as they are directly related to any or all of the other Assets currently in the possession of Assignor (the "**Records**").

Section 2. Excluded Assets. The Assets do not include, and Assignor does hereby expressly except and exclude from this Assignment and the Transaction and reserves to itself, each of the following assets and Assets (the "**Excluded Assets**"):

(a) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses, and any and all contract rights, claims, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments, or other claims of any nature in favor of Assignor), attributable to periods prior to the Effective Time, to the extent such rights, claims, and causes of action relate to any of the Retained Obligations or Assignor's indemnity obligations under the Purchase Agreement;

(b) all of those assets and properties described on **Exhibit E**;

(c) any accounts receivable, trade accounts, accounts payable, or any other receivables affecting the Assets and interests described in Section 1 accruing or attributable to the period before the Effective Time;

(d) refunds due Assignor by a third-party for any overpayment of rentals, royalties, excess royalty interests, or production payments attributable to the Assets with respect to any period of time prior to the Effective Time;

(e) any documents related to the process of selling the Assets, including Assignor's or its Affiliates' economic projections or analyses relating to the Assets and any proposal received with respect to the Assets;

(f) all corporate, financial (including consolidated financial statements), Tax, and legal records of Assignor (excluding title opinions);

(g) to the extent that they do not relate to the Assumed Obligations, all rights and interests of Assignor under any contracts of insurance or indemnity;

(h) except to the extent related to an upward adjustment to the Purchase Price, all Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time, and all proceeds attributable thereto (and, for the avoidance of doubt, excluding as of the Effective Time any Imbalance volumes);

(i) all claims for refunds, credits, or similar benefits relating to Seller Taxes;

(j) all documents and instruments of Assignor (or any Affiliate of Assignor) that are (1) except for title opinions and except for copies of documents relating to Assumed Obligations that Assignee is assuming at Closing, subject to legal privilege (such as the attorney-client privilege or work product doctrine) or un-Affiliated third-party contractual restrictions on disclosure or transfer (unless Assignee notifies Assignor in advance in writing that it is willing to pay a specific fee associated therewith (if any), in which case Assignor will request that any such restriction be waived without the requirement for Assignor to make payment of additional consideration), (2) interpretative or subjective data, (3) personnel information, (4) income tax information, or (5) claims retained by Assignor received from, and records of negotiations with, third Persons and economic analyses associated therewith;

(k) all bonds, letters of credit and guarantees, if any, posted by Assignor or its Affiliates with a Governmental Body and relating to the Assets;

(l) the files, records, and data relating to the Assets that are maintained by Assignor or its Affiliates (1) on Assignor's or its Affiliate's email systems or (2) in emails, schedules, notes, calendars, contacts, or task lists of the employees of Assignor or its Affiliates (in each case, excluding, however, any Contracts that exist or are memorialized only in such form or format);

(m) all master service agreements and all drilling contracts;

(n) Assignor's debt instruments;

(o) all purchase and sale agreements, asset exchange agreements and any other similar agreement related to the Assets; and

(p) any logo, service mark, copyright, trade name, domain name, phone number, or trademark of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor.

TO HAVE AND TO HOLD the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining, unto Assignee, its successors and assigns, forever, subject to the terms and conditions of this Assignment.

A. Purchase Agreement. This Assignment is made pursuant to and subject to the terms and conditions of that certain Purchase and Sale Agreement by and between the Parties dated June 22, 2023 (as the same may be amended from time to time, the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the

Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement will prevail and control.

B. Disclaimers.

1. **General Disclaimers.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT AND THIS ASSIGNMENT (INCLUDING THE SPECIAL WARRANTY OF TITLE), THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW, OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE (AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON) ANY WARRANTY OF MERCHANTABILITY, CONDITION, OR SAFETY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IN EACH CASE WHETHER EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE; AND, SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT AND THIS ASSIGNMENT (INCLUDING THE SPECIAL WARRANTY OF TITLE), ASSIGNEE ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT RECOURSE." EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THIS ASSIGNMENT (INCLUDING THE SPECIAL WARRANTY OF TITLE) AND THE PURCHASE AGREEMENT, ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, PERSONAL PROPERTY, FIXTURES, STRUCTURES, AND OTHER ASSETS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR, AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY CONCERNING THE SAME. ASSIGNEE EXPRESSLY WAIVES (AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON) THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY LAW.

2. **Specific Disclaimers.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THIS ASSIGNMENT (INCLUDING THE SPECIAL WARRANTY OF TITLE) AND THE PURCHASE AGREEMENT, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON) ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO (1) THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY OF THE RECORDS OR OTHER INFORMATION FURNISHED WITH RESPECT TO THIS ASSIGNMENT OR THE PURCHASE AGREEMENT; (2) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION RELATING TO THE ASSETS; (3) THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE ASSETS BASED THEREON; (4) THE CONDITION OR STATE OF REPAIR OF ANY OF THE ASSETS; (5) THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES, AND RECOMPLETION OPPORTUNITIES; (6) REGULATORY MATTERS; (7) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS, OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS; (8) THE ENVIRONMENTAL CONDITION OF THE ASSETS; (9) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (10) THE TAX ATTRIBUTES OF ANY ASSETS. ANY DATA, INFORMATION, OR OTHER RECORDS FURNISHED BY OR ON BEHALF OF ASSIGNOR OR ANY OF ITS AFFILIATES, EXCEPT AS TO ANY SCHEDULE, ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ASSIGNEE'S RELIANCE ON OR USE OF THE SAME IS AT ASSIGNEE'S SOLE RISK, AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON THE SAME.

3. **Disclaimers Regarding Value of Assets.** THE DISCLAIMERS AND DENIALS OF WARRANTY IN THIS SECTION B ALSO EXTEND TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES ASSIGNEE AND

ASSIGNOR ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF HYDROCARBONS OR OTHER SUBSTANCES FROM THE ASSETS (AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON THE SAME), IT BEING ACKNOWLEDGED, AGREED, AND EXPRESSLY UNDERSTOOD THAT ALL RESERVE, PRICE, AND VALUE ESTIMATES UPON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL AND INDEPENDENT EVALUATION OF ASSIGNEE. ASSIGNEE ALSO STIPULATES, ACKNOWLEDGES, AND AGREES THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE HYDROCARBON VOLUMES, FUTURE FINDING COSTS, AND FUTURE OIL AND/OR GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.

4. **Disclaimers Regarding Environmental Matters.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE (AND ASSIGNEE ACKNOWLEDGES IT HAS NOT RELIED UPON) ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES, OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, ANY OTHER TRANSACTION DOCUMENT, OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER SECTION 8.2 AND SECTION 8.4 OF THE PURCHASE AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS OR ENVIRONMENTAL ASSESSMENTS AS ASSIGNEE DEEMS APPROPRIATE.

5. **Disclaimers Conspicuous.** THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY LAW, THE DISCLAIMERS CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH LAW.

Limited Special Warranty; Subrogation.

1. **Limited Special Warranty.** SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT AND EXCEPT FOR THE PERMITTED ENCUMBRANCES, ASSIGNOR WARRANTS DEFENSIBLE TITLE TO THE LANDS AND WELLS AS DESCRIBED ON EXHIBITS A-1 AND B, RESPECTIVELY, OF THE PURCHASE AGREEMENT UNTO ASSIGNEE AGAINST EACH AND EVERY PERSON LAWFULLY CLAIMING THE WHOLE OR ANY PART THEREOF, BY, THROUGH, OR UNDER ASSIGNOR OR ITS AFFILIATES, BUT NOT OTHERWISE (THE "**SPECIAL WARRANTY OF TITLE**"). THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SECTION C SHALL SURVIVE UNTIL THE DATE THAT IS 18 MONTHS AFTER THE CLOSING DATE; AND AT AND AFTER SUCH DATE, SUCH SPECIAL WARRANTY OF TITLE WILL EXPIRE AND TERMINATE AND THEREAFTER, ASSIGNEE WILL HAVE NO RIGHT TO MAKE ANY CLAIMS AGAINST ASSIGNOR OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, FOR ANY ALLEGED BREACH THEREOF.

2. **Subrogation.** FURTHER, TO THE EXTENT PERMITTED BY LAW, THIS ASSIGNMENT IS MADE BY ASSIGNOR WITH THE RIGHT OF FULL SUBSTITUTION AND SUBROGATION OF ASSIGNEE IN AND TO ALL COVENANTS AND WARRANTIES HERETOFORE GIVEN OR MADE BY OTHERS WITH RESPECT TO THE ASSETS. ASSIGNOR HEREBY ASSIGNS AND TRANSFERS TO ASSIGNEE ITS SUCCESSORS AND ASSIGNS, TO THE EXTENT SO TRANSFERABLE AND PERMITTED BY LAW, THE BENEFIT OF AND THE RIGHT TO ENFORCE THE COVENANTS AND WARRANTIES, IF ANY, WHICH ASSIGNOR IS ENTITLED TO ENFORCE WITH RESPECT TO THE ASSETS.

3. **Actual Conveyance of Real Property Interests.** THIS ASSIGNMENT IS NOT A MERE QUITCLAIM, BUT IS AN ACTUAL CONVEYANCE OF AN INTEREST IN THE REAL PROPERTY AMONG THE ASSETS. REFERENCE IS MADE TO THE

PURCHASE AGREEMENT AND THE PUBLIC RECORDS OF THE APPLICABLE COUNTY FOR THE NATURE AND EXTENT OF ASSIGNOR'S INTEREST.

D. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

E. Further Assurances. The Parties shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be necessary in order to accomplish more effectively the purposes of the transaction contemplated by this Assignment.

F. Governmental Forms. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same as, and not in addition to, the Assets conveyed herein.

G. Governing Law. This Assignment, the transaction contemplated by the Purchase Agreement, and any dispute resolution conducted pursuant hereto shall be construed in accordance with, and governed by, the Laws of the State of Texas, without regard to any conflicts of laws rules; *provided, however*, that title to real property shall be governed by the Laws of the state where the applicable real property is located.

H. Construction. The Parties have participated jointly in the negotiation and drafting of this Assignment. If an ambiguity or question of intent or interpretation arises, this Assignment will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Assignment.

I. Exhibits. The Exhibits to this Assignment are hereby incorporated in this Assignment by reference and constitute a part of this Assignment.

J. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated by this Assignment is not materially affected in any adverse manner to any Party.

K. Counterparts. This Assignment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

[Signature and acknowledgment pages follow.]

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

WHITING OIL AND GAS CORPORATION

By: _____

Name: Daniel E. Brown

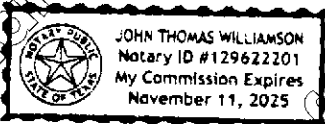
Title: President and Chief Executive Officer *ASH*

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF HARRIS)

The instrument was acknowledged before me on this 21st day of June, 2023, by Daniel E. Brown, as President and Chief Executive Officer, for Whiting Oil and Gas Corporation, a Delaware corporation, on behalf of said corporation.



John Thomas Williamson

Notary Public

My commission expires:

November 11, 2025

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNEE:


TRIBAR RESOURCES, LLC

By: 
Name: Porter Trimble
Title: Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Collin)

The instrument was acknowledged before me on this 22 day of June, 2023, by Porter Trimble, as Managing Member, for TriBar Resources, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public in and for the State of Texas

My commission expires:
2-29-24

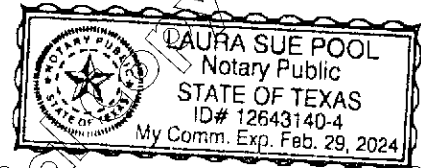


Exhibit A-1 - Lands

Attached to that certain Assignment, Bill of Sale and Conveyance by and between Whiting Oil and Gas Corporation and TriBar Resources, LLC

- Adams County, Colorado
- Garfield County, Colorado
- Kiowa County, Colorado
- Larimer County, Colorado
- La Plata County, Colorado
- Logan County, Colorado
- Moffat County, Colorado
- Morgan County, Colorado
- Carbon County, Utah
- Emery County, Utah
- Grand County, Utah
- San Juan County, Utah
- Sanpete County, Utah
- Summit County, Utah
- Uintah County, Utah
- Big Horn County, Wyoming
- Campbell County, Wyoming
- Natrona County, Wyoming
- Park County, Wyoming
- Sweetwater County, Wyoming
- Uinta County, Wyoming
- Weston County, Wyoming

Converse County, Wyoming, less and except federal leases WYW-176207 and WYW-176208 and any oil and gas wells or other interests tied thereto

Exhibit A-2 - Leases
Attached to that certain Assignment, Bill of Sale and Conveyance by and between Whiting Oil and Gas Corporation and Tribar Resources, LLC

Lease No.	Lessor	Lessee	Lease Date	County	State	Book	Page	Legal Description
UT016.001-000	BA BINGHAM & SONS, INC	PAN AMERICAN PETROLEUM CORP (AMOCO)	1/25/1971	SUMMIT	UT	M30	372	Salt Lake 1855 Meridian T2N R7E Sec 2: ALL
UT016.002-000	CHAMPLIN PETROLEUM COMPANY	AMOCO PRODUCTION COMPANY	9/24/1971	SUMMIT	UT	M34	66	Salt Lake 1855 Meridian T2N R7E Sec 3: Lot 3 and 4, S2, S2NW
UT016.002-000	CHAMPLIN PETROLEUM COMPANY	AMOCO PRODUCTION COMPANY	9/24/1971	SUMMIT	UT	M34	66	Salt Lake 1855 Meridian T3N R7E Sec 35: NW, S2
UT016.003-000	HYRUM J. NEWTON & SONS SHEEP COMPANY	PAN AMERICAN PETROLEUM CORP. (AMOCO)	1/2/1971	SUMMIT	UT	M30	100	Salt Lake 1855 Meridian T3N R7E Sec 34: NESE, NESW, SENE, SWNW, SWSE LIMITED TO RIGHTS AND INTEREST BELOW 10,250', OR BELOW BASE OF CURRENT PRODUCTION, WHICHEVER IS DEEPER (BASE OF WEBER)
UT029.645-000	USA UTU-89945	CONTEX ENERGY COMPANY	1/1/2014	EMERY	UT			Salt Lake 1855 Meridian T16S R12E Sec 1: Lot 1 (38.17), Lot 2 (38.42), Lot 3 (38.68), Lot 4 (38.93), S2N2, SW, N2SE, SWSE

Exhibit A-3 - Fee Interests
Attached to that certain Assignment, Bill of Sale and Conveyance by and between Whiting Oil and Gas Corporation and TriBar Resources, LLC

None

Exhibit B - Wells
 Attached to that certain Assignment, Bill of Sale and Conveyance by and between Whiting Oil and Gas Corporation and Tribar Resources, LLC

API	State Well Name	Town	Twp Dir	Range	Rng Dir	Sec	Meridian	Operator	State	County
4300710355	FARNHAM DOME U 2	15	S	12	E	17	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	CARBON
4300710356	MOUNDS 1	15	S	12	E	33	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	CARBON
4300715394	GOVT MOUNDS 3	15	S	12	E	18	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	CARBON
4300715395	FARNHAM DOME 1-A	15	S	12	E	8	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	CARBON
4300730036	MOUNDS 3-A	15	S	12	E	18	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	CARBON
4300731492	STATE 16H-32-15-12	15	S	12	E	32	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	CARBON
4301510357	BULL CANYON ST 1	16	S	12	E	4	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301510358	MOUNDS 2	16	S	12	E	4	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301510359	MOUNDS FED 4	16	S	12	E	16	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301510360	STATE 1	22	S	15	E	28	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301520342	FEDERAL 1	16	S	10	E	12	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301530709	CARBON CANAL 5-12	16	S	9	E	36	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301550003	TULLY 16-9-36D	23	S	19	E	36	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	EMERY
4301910361	STRAT ST 1	23	S	19	E	20	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	GRAND
4301911500	DONOHUE 1	21	S	23	E	20	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	GRAND
4301911551	EQUITY OIL CO 1	21	S	22	E	2	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	GRAND
4301930872	STATE 2-3	37	S	23	E	12	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	GRAND
4303731335	MAVERICK FED 1	29	S	22	E	26	Salt Lake Principal Meridian	LODESTONE OPERATING, INC	UT	SAN JUAN
4303731858	FEDERAL 26-22	29	S	21	E	14	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	SAN JUAN
4303731899	THREEMILE 12-14H	29	S	22	E	28	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	SAN JUAN
4303731900	THREEMILE 24-21D	29	S	22	E	33	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	SAN JUAN
4303750000	THREEMILE 24-33H	14	S	3	E	35	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	SAN JUAN
4303950006	FOUNTAIN 35M-3507	14	S	4	E	31	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	SANPETE
4303950007	FAIRVIEW 31E-3104	5	S	23	E	19	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	SANPETE
4304710363	PREECE 1	4	S	22	E	34	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304710364	POWERLL 1	5	S	23	E	21	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304710365	GOVT WALL 1	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715396	ASHLEY VALLEY FEE 1	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715399	ASHLEY VALLEY 3	5	S	22	E	22	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715402	ASHLEY VALLEY 6	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715404	ASHLEY VALLEY 8	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715405	ASHLEY VALLEY 9	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715406	ASHLEY VALLEY 10	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH

Exhibit B - Wells
Attached to that certain Assignment, Bill of Sale and Conveyance by and between Whiting Oil and Gas Corporation and Tribal Resources, LLC

API	State Well Name	Town	Twp Dir	Range	Ring Dir	Sec	Meridian	Operator	State	County
4304715407	ASHLEY VALLEY FEE 11-5	5	S	22	E	26	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304715684	USA PAN AMERICAN 3	5	S	22	E	23	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304720251	ASHLEY VALLEY 1-E	4	S	22	E	33	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304720396	KENDALL 1	5	S	22	E	24	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304720420	PREECE 2	7	S	25	E	3	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304734024	SMOKE JOHN FED 1	14	S	20	E	30	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739666	UTE TRIBAL 9-30-14-20	14	S	20	E	30	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739667	UTE TRIBAL 7-30-14-20	14	S	20	E	29	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739668	UTE TRIBAL 7-29-14-20	14	S	20	E	29	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739669	UTE TRIBAL 9-29-14-20	14	S	20	E	28	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739736	UTE TRIBAL 1-29-14-20	14	S	20	E	29	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739737	UTE TRIBAL 12-28-14-20	14	S	20	E	29	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304739738	UTE TRIBAL 15-29-14-20	14	S	20	E	30	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304751089	UTE TRIBAL 7-25-14-19	13	S	20	E	32	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH
4304754246	UTE TRIBAL 9-32-13-20	13	S	20	E	32	Salt Lake Principal Meridian	WHITING OIL & GAS CORPORATION	UT	UINTAH

Exhibit D - Surface Agreements
 Attached to that certain Purchase and Sale Agreement by and between Whiting Oil and Gas Corporation and TriBar Resources, LLC

UT029.051-000	UTAH	EMERY	THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	384045	7/19/2009
UT029.083-000	UTAH	EMERY	USA UTU-83344	N/A	7/27/2007
UT029.386-000	UTAH	EMERY	MARK D AUSTIN AND ANGELA AUSTIN	402590	5/15/2012
UT030.322-000	UTAH	SANPETE	D&D HARVEY SANPETE, LLC DAVID C	199799	9/2/2014

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective January 1, 2023, by and between Whiting Oil and Gas Corporation and TriBar Resources, LLC.

**Exhibit E
Excluded Property**

Those certain Surface and Mineral Fee Interests located in Rio Blanco and Garfield Counties, Colorado further referred to as the Boies Ranch, Figure 4, G J Claims, and Sunset Claims containing 30,549 acres, more or less.

Those certain federal leases WYW-176207 and WYW-176208 and any oil and gas wells or other interests related thereto.

All phone and information technology assets, including any licensed or proprietary software (and any licenses of the same), any structured or unstructured data directly related to such assets, and all information technology equipment, including any computers, servers, ancillary equipment, network equipment and associated cabling, and any additional ancillary assets or properties related to any of the foregoing.