

I-2024-001043 Book 1456 Pg 648  
06/11/2024 12:44pm Pg 0648-0669  
Fee: \$60.00 Doc: \$0.00  
Kelly Yeomans - Beaver County Clerk  
State of OK



**Please Return To:**  
Western Land Services, Inc.  
Attn: Stephanie Stephenson  
701 Cedar Lake Boulevard, Suite #200  
Oklahoma City, OK 73114

**ASSIGNMENT AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE (this "*Assignment*"), effective as of 12:01 a.m. (Central Prevailing Time) on March 1, 2024 (the "*Effective Time*"), is made from **CITIZEN ENERGY III, LLC**, a Delaware limited liability company ("*CE3*"), **CITIZEN MINERAL, LLC**, a Delaware limited liability company ("*CM*"), **ROAN RESOURCES LLC**, a Delaware limited liability company (together with CE3 and CM, collectively "*Assignor*"), whose address is 320 South Boston Building, Suite 900, Tulsa, Oklahoma 74103, to **ROK ENERGY, LLC**, a Colorado limited liability company ("*Assignee*"), whose address is 5200 W. 20<sup>th</sup> Street, Greeley, Colorado 80634. Assignor and Assignee are sometimes hereinafter individually referred to as a "*Party*" and collectively as the "*Parties*".

**ARTICLE I  
ASSIGNMENT**

1.1 *Assets.* For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY and DELIVER all of Assignor's right, title and interest in and to the following assets (less and except for the Excluded Assets (as hereinafter defined), such interest of Assignor in such assets, collectively, the "*Assets*"):

(a) the wellbores of each of the wells set forth in *Exhibit A - Part 1* (collectively, the "*Wells*");

(b) oil and gas leases, subleases and other leasehold estates, covering all depths and formations owned by Seller, created by oil and gas leases located within the lands described on *Exhibit A - Part 2* (the "*Subject Sections*"), including those described in *Exhibit A - Part 3*, together with any and all other right, title, and interest of Assignor in and to those leasehold estates created thereby, carried interests, farmout rights, options, fee mineral interests, royalty interests, overriding royalty interests, rights under pooling orders and other properties and interests in the Subject Sections, in each case including the rights thereunder reasonably necessary to produce, receive, sell or dispose of Hydrocarbons attributable to Wells located within the Subject Sections or to operate, maintain or plug and abandon such Wells (collectively, the "*Subject Section Leases*");

(c) oil and gas leases, subleases and other leasehold estates created by oil and gas leases located within the lands described on *Exhibit A - Part 4* (the "*Wellbore Only Sections*"), including those described in *Exhibit A - Part 5*, together with any and all other right, title, and interest of Assignor in and to those leasehold estates created thereby, carried interests, farmout rights, options, fee mineral interests, royalty interests, rights under pooling orders and other properties and interests in the Wellbore Only Sections, in each case TO THE EXTENT, AND ONLY TO THE EXTENT as the rights thereunder are reasonably necessary to produce, receive, sell or dispose of Hydrocarbons attributable to Wells located within the Wellbore Only Sections or to operate, maintain or plug and abandon such Wells (collectively, the "*Wellbore Only Leases*");

(d) all equipment, gathering systems, pipelines, machinery, fixtures, improvements and other real, personal and mixed property, operational or nonoperational that is used or held for use in connection with the Wells, including well equipment, casing, tubing, pumps, motors, machinery, rods, tanks, pipes, compressors, meters, boilers, fixtures, structures, materials and other items to the extent used or held for use in connection with the ownership or operation of the Wells;

(e) to the extent assignable (with consent, if applicable, but without any obligation of any Party to incur any out-of-pocket cost or expense or provide any other consideration), and to the extent

applicable to a non-operating interest holder in the Assets, any permit, license, registration, consent, order, approval, variance, exemption, waiver, franchise, right or other authorization (in each case) of any Governmental Authority as the same are reasonably necessary to produce, receive, sell or dispose of Hydrocarbons produced from a Well or to operate, maintain or plug and abandon a Well;

(f) to the extent assignable (with consent, if applicable, but without any obligation of any Party to incur any out-of-pocket cost or expense or provide any other consideration), and to the extent applicable to a non-operating interest holder in the Assets, all of the easements, rights-of-way, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used or held for use in connection with the ownership or operation of the Wells as the same are reasonably necessary to produce, receive, sell or dispose of Hydrocarbons produced from a Well or to operate, maintain or plug and abandon a Well;

(g) all Applicable Contracts, including those Contracts set forth on *Exhibit D* to the PSA (as hereinafter defined);

(h) copies of all books, records and files, reports, and Asset Tax and accounting records, in each case to the extent relating to the Assets and to the extent in Assignor's or any of its Affiliates' possession, including: (i) land and title records (including lease files, Third Party brokerage information, run sheets, mineral ownership reports, abstracts of title, surveys, maps, title opinions and title curative documents); (ii) contract files; (iii) correspondence; (iv) facility files (including construction records); (v) well files, proprietary seismic data and information, production records, electric logs, pressure data, and all related matters; and (vi) environmental, regulatory, accounting and Asset Tax records; but excluding any of the foregoing items to the extent comprising or otherwise attributable to the Excluded Assets;

(i) all Hydrocarbons and proceeds of production produced from or allocated to the Wells on and after the Effective Time;

(j) all Suspense Funds;

(k) all Imbalances; and

(l) all Designated Accounts Receivable.

TO HAVE AND TO HOLD the Assets, together with all and singular rights, privileges, hereditaments and appurtenances thereunto unto Assignee and to its successors and assigns, forever, subject to the following:

1.2 **Excluded Assets.** Notwithstanding anything in this Assignment to the contrary, Assignor hereby reserves and retains, on its own behalf or on behalf of certain of its Affiliates, all of the following assets (the "**Excluded Assets**");

(a) the right to drill additional wells within the Wellbore Only Sections or to include the Wellbore Only Sections in a drilling or pooled unit attributable to additional wells;

(b) all of Assignor's minute books and Tax, accounting or financial records (including Tax Returns) that relate to Assignor's business generally (but not including the ownership and operation of the Assets), and all paper records and physical files;

(c) all trade credits, all accounts receivables, if any, and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time (excluding Designated Accounts Receivable) or to the Excluded Assets with respect to any period of time;

(d) all claims, causes of action and other rights of Assignor arising under or with respect to (i) any Assets that are attributable to periods of time prior to the Effective Time including claims for adjustments or refunds and (ii) any other Excluded Assets;

(e) rights and interests of Assignor (i) under any policy or agreement of insurance or (except to the extent related to any Assumed Obligations) indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property;

(f) all Hydrocarbons produced from the Wells with respect to all periods prior to the Effective Time other than those Hydrocarbons produced from or allocated to the Wells and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time;

(g) all claims of Assignor or its Affiliates for refunds or credits of or loss carry forwards with respect to (i) Asset Taxes attributable to any period, or portion of any Straddle Period, prior to the Effective Time, (ii) Income Taxes, or (iii) any Taxes attributable to the Excluded Assets;

(h) personal computers, any central SCADA server and all software associated with any SCADA system included in the Assets, network equipment and associated peripherals;

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

(j) all documents and instruments and other data or information of Assignor that may be protected by an attorney-client privilege;

(k) all documents and instruments and other data or information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties;

(l) all audit rights arising under any of the Applicable Contracts or otherwise with respect to (i) any period prior to the Effective Time, with respect to the Assets, or (ii) any of the Excluded Assets;

(m) documents prepared or received by Assignor or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Assignor or its Affiliates, (ii) bids submitted by other prospective purchasers of the Assets or any other interest in the Assets, (iii) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor or its Affiliates or their respective representatives, and any prospective purchaser other than Assignee, and (v) correspondence between Assignor or its Affiliates or any of their respective representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated in the PSA;

(n) Assignor's reserve studies, estimates and evaluations, estimates and valuations of assets or unliquidated liabilities, pilot studies, engineering, production, financial or economic studies, reports or forecasts, and any and all similar forward-looking economic, evaluative, or financial information relating to the Assets, and all licensed or proprietary geological, geophysical or seismic data that is non-

transferable or that can only be transferred with the payment of a Third Party fee (unless Assignee pays or advances such fee);

(o) any Assets described in *Section 1.1(e)* or *Section 1.1(f)* that are not assignable, as set forth on *Schedule 2.2(o)* to the PSA;

(p) the items specifically identified on *Exhibit B*;

(q) all engagements and similar letters and agreements with Assignor's legal advisors, it being agreed that Assignee shall have no right to claim, own or waive any attorney-client or similar privilege in favor of Assignor or any of its Affiliates with respect to the ownership or operation of the Assets;

(r) any Hedge Contracts;

(s) all email and other electronic correspondences;

(t) any assets or properties otherwise expressly identified as Excluded Assets under the PSA;

(u) all rights in and to the Subject Section Leases outside of the Subject Sections; and

(v) all other assets, properties and rights of (i) Assignor not specifically described as Assets in *Section 1.1*, including interests in the Wellbore Only Leases within the Wellbore Only Sections (except for the rights in such Wellbore Only Leases specifically described in *Section 1.1(c)*) or (ii) any Affiliate of Assignor that is not an Assignor.

## ARTICLE II WARRANTY AND DISCLAIMERS

2.1 *Special Title Warranty.* This Assignment is made without warranty or representation, express, implied, statutory or otherwise, with respect to Assignor's title to any of the Assets, except that Assignor specially warrants and agrees to defend Defensible Title to the Subject Properties against the lawful claims and demands of all Persons claiming the same, or any part thereof, but limited to claims arising by, through, or under Assignor but not otherwise, (subject, however, to Permitted Encumbrances and any matters of record or referenced within instruments of record in any applicable county or in the records of any applicable Governmental Authority) (the "*Special Title Warranty*"). The Special Title Warranty shall terminate on the one year anniversary of the Closing Date.

### 2.2 *Disclaimers.*

(a) **EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE VI OF THE PSA OR THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING AND EXCEPT WITH RESPECT TO THE SPECIAL TITLE WARRANTY, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY (OTHER THAN AS PROVIDED IN ARTICLE XII OF THE PSA) FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY BUYER REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY A MEMBER OF THE**

SELLER INDEMNIFIED PARTIES), AND ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY SUCH REPRESENTATION OR WARRANTY.

(b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE VI OF THE PSA, THE SCHEDULES AND EXHIBITS OR THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING AND EXCEPT WITH RESPECT TO THE SPECIAL TITLE WARRANTY, AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.2(a), ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED BY ANY MEMBER OF SELLER INDEMNIFIED PARTIES, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY BUYER REPRESENTATIVE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PSA OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE VI OF THE PSA OR THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING AND EXCEPT THE SPECIAL TITLE WARRANTY, ASSIGNOR FURTHER DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FREEDOM FROM REDHIBITORY VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE IS DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE VI OF THE PSA, THE SCHEDULES AND EXHIBITS OR THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING (TO THE EXTENT SUCH CERTIFICATE IS APPLICABLE TO SUCH SECTION 6.19) AND EXCEPT WITH RESPECT TO THE SPECIAL TITLE WARRANTY, AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.2(a), ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER 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 THE PSA, THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY SUCH REPRESENTATION OR WARRANTY, AND ASSIGNEE IS DEEMED TO BE ACQUIRING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE PRIOR TO ITS EXECUTION OF THE PSA AND THIS ASSIGNMENT, AND THAT ASSIGNEE ACCEPTS THE ASSETS SUBJECT TO ALL ENVIRONMENTAL LIABILITIES RELATED THERETO.**

(d) **ASSIGNEE ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL AND GAS AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER 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 MATERIALS. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS AND MATERIALS AND EQUIPMENT LOCATED ON THE ASSETS OR INCLUDED IN THE ASSETS MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS MATERIALS. NORM CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS MATERIALS 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 MATERIALS FROM THE ASSETS.**

### **ARTICLE III MISCELLANEOUS**

3.1 ***Subject to Purchase and Sale Agreement.*** This Assignment is subject to and delivered pursuant to the terms of that certain Purchase and Sale Agreement dated April 10, 2024, by and among Assignor, Assignee and Mineral Resources, Inc., a Colorado corporation (as may be amended from time to time, the "**PSA**"), and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the PSA. Capitalized terms used in this Assignment but not otherwise defined shall have the meanings given to such terms in the PSA. To the extent the terms and provisions of this Assignment conflict, or are inconsistent, with the terms and provisions of the PSA, the terms and provisions of the PSA shall control. This Assignment is intended to convey all of the Assets to Assignee pursuant to, and in accordance with, the PSA.

3.2 ***Operator Support.*** From and after the Closing and until the fifth anniversary of the Closing Date, Assignee shall (and shall cause all successors to its interests in any of the Assets to):

(a) at Assignor's request from time to time, support Assignor or any Affiliate of Assignor as operator of any existing or proposed oil and gas wells within the Subject Sections or Wellbore Only Sections, and

(b) at Assignor's request from time to time not to exceed five years after the Closing, convey to Assignor's designee interests in one or more Subject Section Leases constituting one Net Mineral Acre in a Subject Section or, if lesser, the amount of Net Mineral Acres in such Subject Section included in the Assets (excluding, for the avoidance of doubt, any interest in any existing well in such Subject Section) in exchange for Assignor's payment of \$1,000 to Assignee, each such conveyance to be (i)

effective as of the first day of the month after the date of such request and (ii) made within ten Business Days after such request pursuant to a form of conveyance provided by Assignor, it being understood that Assignor shall not be entitled to make more than one request per Subject Section.

Assignee's obligations under this *Section 3.2* shall run with the lands underlying the Assets.

3.3 **Further Assurances.** Assignor covenants and agrees to execute and deliver to Assignee all such other and additional instruments and other documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns, all of the respective properties, rights and interests herein and hereby granted or intended to be granted.

3.4 **Construction.** The captions and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. References in this Assignment to sections and exhibits are to sections and exhibits of this Assignment unless otherwise specified. As used herein, the words "include", "includes", and "including" shall mean, in each case, "include, without limitation", "includes, without limitation", and "including, without limitation."

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

3.6 **Counterparts.** This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

3.7 **Subrogation.** To the extent applicable with respect to the Assets and to the extent Assignor may legally assign such rights and grant such subrogation, Assignee is hereby specifically assigned, and subrogated to, all warranties of title which Assignor may have from predecessors in interest (other than Assignor or any of its respective Affiliates).

3.8 **Severability.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Assignment, they shall take any actions necessary to render the remaining terms and provisions of this Assignment valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Assignment to replace any term or provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible and in accordance with the PSA.

3.9 **Exhibits.** All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties or parishes in which the Assets are located.

3.10 **Recording.** In addition to filing this Assignment, the Parties shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable Law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set

forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

3.11 *Conspicuous.* **ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE PROVISIONS IN THIS ASSIGNMENT IN BOLD-TYPE FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW.**

3.12 *Exhibits.* Exhibits referred to herein are hereby incorporated and made a part of this Assignment for all purposes by such reference.

3.13 *Several Liability.* Each Assignor shall be severally liable for the full performance of all of such Assignor's obligations under this Assignment.

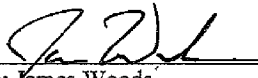
*[Remainder of page intentionally blank. Signature and Acknowledgment Pages follow]*



IN WITNESS WHEREOF authorized representatives of Assignor and Assignee have executed this Assignment on the dates set forth in their respective acknowledgements hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

**ASSIGNOR:**

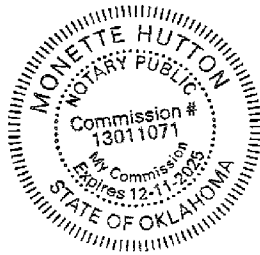
**CITIZEN ENERGY III, LLC**

By:   
Name: James Woods  
Title: Vice President - Land

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                   §  
   §  
COUNTY OF TULSA                   §

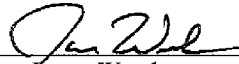
This instrument was acknowledged before me on this 30 day of May, 2024, by James Woods, as Vice President - Land of CITIZEN ENERGY III, LLC, a Delaware limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Oklahoma

**ASSIGNOR:**

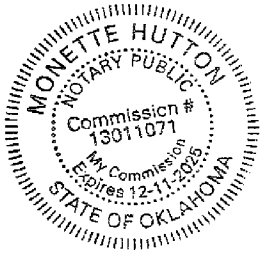
**CITIZEN MINERAL, LLC**

By:   
Name: James Woods  
Title: Vice President - Land

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                   §  
  §  
COUNTY OF TULSA                   §

This instrument was acknowledged before me on this 30 day of May, 2024, by James Woods, as Vice President - Land of CITIZEN MINERAL, LLC, a Delaware limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Oklahoma

**ASSIGNOR:**

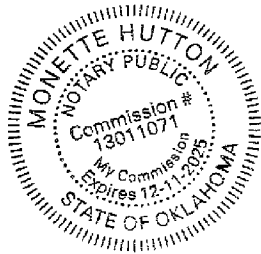
**ROAN RESOURCES LLC**

By: *James Woods*  
Name: James Woods  
Title: Executive Vice President - Land

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                   §  
  §  
COUNTY OF TULSA                   §

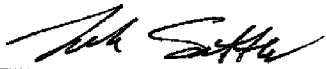
This instrument was acknowledged before me on this 30 day of May, 2024, by James Woods, as Executive Vice President - Land of ROAN RESOURCES LLC, a Delaware limited liability company, on behalf of said limited liability company.



*Monette Hutton*  
Notary Public, State of Oklahoma

**ASSIGNEE:**

**ROK ENERGY, LLC**

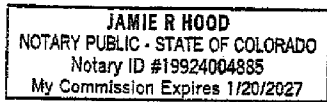
By:   
Name: Jack Sattler  
Title: Executive Vice President

**ACKNOWLEDGEMENT**

STATE OF Colorado  
COUNTY OF Weld

§  
§  
§

This instrument was acknowledged before me on this 30<sup>th</sup> day of May, 2024, by Jack Sattler, as Executive Vice President of ROK ENERGY, LLC, a Colorado limited liability company, on behalf of said limited liability company.



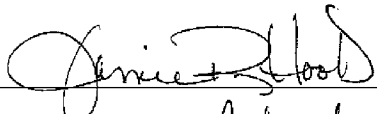
  
Notary Public, State of Colorado

Exhibit A - Part 1

Attached to that certain Assignment and Bill of Sale, dated effective March 1, 2024, by and among  
Citizen Energy III, LLC, Citizen Mineral, LLC, Roan Resources LLC and ROK Energy, LLC

Wells

*[See attached]*

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**EXHIBIT A-1**

Attached to that certain Assignment and Bill of Sale dated effective March 1, 2024, by and between Citizen Energy III, LLC, Citizen Mineral, LLC and Roan Resources LLC (collectively "Assignor") and ROK Energy, LLC ("Assignee")

COUNTY	API	Well Name	Section	Township	Range
BEAVER	3500725698	TRIGELLAS TRUST 1-8H	17	01N	21E

**Exhibit A - Part 2**

Attached to that certain Assignment and Bill of Sale, dated effective March 1, 2024, by and among  
Citizen Energy III, LLC, Citizen Mineral, LLC, Roan Resources LLC and ROK Energy, LLC

**Subject Sections**

*[See attached]*

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**Exhibit A - Part 3**

Attached to that certain Assignment and Bill of Sale, dated effective March 1, 2024, by and among Citizen Energy III, LLC, Citizen Mineral, LLC, Roan Resources LLC and ROK Energy, LLC

**Subject Section Leases**

*[See attached]*

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**Exhibit A - Part 4**

Attached to that certain Assignment and Bill of Sale, dated effective March 1, 2024, by and among  
Citizen Energy III, LLC, Citizen Mineral, LLC, Roan Resources LLC and ROK Energy, LLC

**Wellbore Only Sections**

*[See attached]*

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**Exhibit A-4 - Wellbore Only sections**

Attached to that certain Assignment and Bill of Sale dated effective March 1, 2024, by and between Citizen Energy III, LLC, Citizen Mineral, LLC and Roan Resources LLC (collectively "Assignor") and ROK Energy, LLC ("Assignee")

<b>COUNTY</b>	<b>Township</b>	<b>Range</b>	<b>Section</b>
BEAVER	01N	21E	08

END OF EXHIBIT A-4

**Exhibit A - Part 5**

Attached to that certain Assignment and Bill of Sale, dated effective March 1, 2024, by and among  
Citizen Energy III, LLC, Citizen Mineral, LLC, Roan Resources LLC and ROK Energy, LLC

**Wellbore Only Leases**

*[See attached]*

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