

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS §
 §
COUNTY OF FRIO §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “Conveyance”), dated March 6, 2018 but effective as of 7:00 a.m. (local time) on January 1, 2018 (the “Effective Time”), is by and between **CABOT OIL & GAS CORPORATION**, a Delaware corporation, having an address of 840 Gessner Road, Suite 1400, Houston, Texas 77024 (“Assignor”), and **VOG PALO VERDE LP**, a Delaware limited partnership, having an address of c/o Venado Oil & Gas LLC, 13301 Galleria Circle, Suite 300, Austin, Texas 78738 (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

ARTICLE 1
Conveyance of Assets

Section 1.1. Conveyance. Assignor, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, all of Assignor’s right, title and interest in and to the following described assets and properties, without duplication, except to the extent any of the same constitute an Excluded Asset (as defined herein) (collectively, all such right, title and interest of Assignor, the “Assets”):

(a) All of the Hydrocarbon Interests located in the Target Area (as defined herein) including the undivided interests specified in **Exhibit A** in, to or under the Hydrocarbon Interests specifically described therein (including interests of Assignor in, to or under any Hydrocarbon Interests in, to or under or derived from any lands covered by or subject to any of the Hydrocarbon Interests described in **Exhibit A**, even though such interests of Assignor may be incorrectly described or referred to in, or a description thereof may be omitted from, **Exhibit A**) (collectively, the “Subject Interests”);

(b) All of the lands covered by or subject to the Subject Interests or lands pooled, communitized or unitized therewith (the “Lands”);

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(c) All (i) rights with respect to the use and occupancy of the surface of and the subsurface depths under the Lands (insofar, but only insofar, as the same are attributable to the Subject Interests); (ii) rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof (the “Units”); (iii) easements, surface leases, surface use agreements, rights-of-way, servitudes and other real property estates to the extent related to or used in connection with the exploration, development or operation of the Subject Interests, the Wells or the Units, but excluding any such easement, surface lease, surface use agreement, right-of-way, servitude or other real property estate to the extent transfer of same is restricted by Third Party agreement or Law and the necessary consents to transfer are not obtained pursuant to Section 7.1 of the Purchase Agreement; (iv) wells (including all oil, gas, water, CO2, disposal or injection wells) located on any of the Lands, including those set forth in Part II of **Exhibit A** (the “Wells”); (v) Permits to the extent used in connection with the ownership or operation of the Subject Interests, Wells or Units, but excluding any such Permit to the extent transfer, reissuance or assignment of same is restricted by Law; and (vi) tangible personal property, equipment, fixtures and improvements (including all saltwater disposal facilities, gathering systems, well heads, pumping units, flow lines, casing, sucker rods, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, tank batteries, boilers, separators, treating equipment, compressors, SCADA and wellhead communication systems, other equipment, automation systems including meters and related telemetry on wells, power lines, telephone and communication lines and other appurtenances owned in connection with drilling and completing wells and the production, gathering, treating, storing, transporting or marketing of Hydrocarbons from the Wells), in each case, either located on the Lands or primarily relating to the ownership or operation of the other Assets, but excluding any such tangible personal property, equipment, fixture or improvement to the extent transfer of same is restricted by Third Party agreement or Law and the necessary consents to transfer are not obtained pursuant to Section 7.1 of the Purchase Agreement (the “Personal Property”);

(d) All Applicable Contracts, including those set forth on Schedule 4.1(h) of the Purchase Agreement, but excluding any such Applicable Contract to the extent transfer of same is restricted by Third Party agreement or Law and the necessary consents to transfer are not obtained pursuant to Section 7.1 of the Purchase Agreement;

(e) All field offices used in connection with the other Assets, but excluding any such field office to the extent transfer of same is restricted by Third Party agreement or Law and the necessary consents to transfer are not obtained pursuant to Section 7.1 of the Purchase Agreement;

(f) Except to the extent transfer thereof is restricted by Third Party agreement or Law and the necessary consents to transfer are not obtained pursuant to Section 7.1 of the Purchase Agreement, all geophysical and other seismic and related technical data and information relating to the Assets;

(g) Except to the extent transfer thereof is restricted by Third Party agreement or Law and the necessary consents to transfer are not obtained pursuant to Section 7.1 of the Purchase Agreement, all of Assignor’s and its Affiliates’ lease files, title files (including title opinions, abstracts of title and title curative correspondence), well files, drilling reports and land files, environmental files, regulatory files, plats, surveys, ownership maps, geologic maps, cross-

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sections, electric logs, well schematics, mud logs, cores, core analyses, production data, pressure data, decline and production curves, geological data and reports, proprietary seismic data, division of interest files and decks, joint interest billing files and decks, division order files, Asset Tax records and marketing files, in each case, (i) relating to the Subject Interests or the ownership, use, maintenance or operation of the other Assets and (ii) in Assignor's or any of its Affiliates' actual possession or control (the "Records");

(h) All (i) Hydrocarbons produced from and to the extent attributable to the Subject Interests, the Wells or the Units with respect to all periods subsequent to the Effective Time and (ii) proceeds from or of such Hydrocarbons; and

(i) All rights, claims and causes of action against Third Parties (including, without limitation, (i) subject to Section 8.10 of the Purchase Agreement, under any policy or agreement of insurance, (ii) subject to Section 8.10 of the Purchase Agreement, to any insurance or condemnation proceeds or awards or (iii) rights of set-off or refunds) of Assignor or its Affiliates; in each case, to the extent, and only to the extent, related to the Assumed Liabilities.

Section 1.2. Excluded Assets. Notwithstanding anything to the contrary contained in this Conveyance or in the Purchase Agreement, the Assets shall not include, and there is excepted, reserved and excluded from this Conveyance, the following, without duplication (collectively, the "Excluded Assets");

(a) Copies of all Records;

(b) All deposits, cash, checks, funds and accounts receivable attributable to the Assets with respect to any period prior to the Effective Time;

(c) All (i) Hydrocarbons produced from or attributable to the Subject Interests, Wells or Units with respect to all periods prior to the Effective Time, (ii) Hydrocarbons attributable to the Subject Interests, Wells or Units which, at the Effective Time, are in storage, within processing plants, in pipelines or otherwise held in inventory and (iii) proceeds from or of such Hydrocarbons; in each case, except to the extent Assignor has received proceeds from the sale of such Hydrocarbons or for which credit was given in the determination of Net Cash Flow pursuant to Section 3.3 of the Purchase Agreement, as adjusted pursuant to Section 3.4 of the Purchase Agreement;

(d) All receivables and cash proceeds which were expressly taken into account and for which credit was given in the determination of Net Cash Flow pursuant to Section 3.3 of the Purchase Agreement, as adjusted pursuant to Section 3.4 of the Purchase Agreement;

(e) Claims of Assignor for refund of, credit attributable to, or loss carry forwards with respect to (i) Taxes attributable to any period prior to the Effective Time or (ii) any Taxes attributable to the Excluded Assets;

(f) All corporate, financial, Tax and legal records of Assignor, in each case, other than the Records;

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(g) All rights, titles, interests and claims of Assignor or any Affiliate of Assignor with respect to the Assets (i) subject to Section 8.10 of the Purchase Agreement, under any policy or agreement of insurance, (ii) under any bond or (iii) subject to Section 8.10 of the Purchase Agreement, to any insurance or condemnation proceeds or awards (to the extent such insurance or condemnation proceeds or awards relate to events occurring prior to the Effective Time; except, with respect to clauses (i) and (iii), to the extent attributable to any Assumed Liabilities);

(h) Other than the Personal Property, all computer or communications software or intellectual property (including tapes, data, and program documentation and all tangible manifestations and technical information relating thereto, but excluding electronic files, records and data included within the definition of the term "Records") owned, licensed, or used by Assignor;

(i) Any logo, service mark, copyright, trade name or trademark of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;

(j) All rights, titles, and interests of Assignor or any Affiliate of Assignor in and to all cars, trucks, trailers and all other rolling stock;

(k) Any Hedge Contracts of Assignor or any of its Affiliates;

(l) Other than the master services agreements described in **Exhibit B**, all master service agreements and similar Contracts;

(m) All documents and instruments of Assignor that may be protected by an attorney-client privilege (other than title opinions and environmental reports or evaluations), including, for the avoidance of doubt, any that would constitute Records but for the inclusion of this clause (m); and

(n) All rights, interests, assets and properties described in **Exhibit C**.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever; subject, however, to the terms and conditions of this Conveyance.

ARTICLE 2

Special Warranty of Title; Disclaimers; Assumption

Section 2.1. **Special Warranty of Title; Subrogation.** Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular Defensible Title to the Property Subdivisions described in Part II of **Exhibit A** and to which a positive value is allocated in Part II of the Property Schedule unto Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise; *provided, however*, that in no event shall such special warranty of title extend to Title Defects of which Assignee had Knowledge on or prior to the expiration of the Examination Period. Assignee is hereby specifically assigned, and subrogated to, all warranties of title which Assignor or its Affiliates may have from predecessors-in-interest (other than Assignor or any

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Affiliate of Assignor) to the extent applicable with respect to the Assets and to the extent Assignor or such Affiliates may legally assign such rights and grant such subrogation.

Section 2.2 Disclaimers.

(a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN THIS CONVEYANCE OR IN SECTION 4.1 OF THE PURCHASE AGREEMENT (OR AS CONFIRMED IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(b) OF THE PURCHASE AGREEMENT), (i) ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND (ii) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR OTHER REPRESENTATIVES (INCLUDING, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, ADVISOR OR OTHER REPRESENTATIVE OF ASSIGNOR OR ANY OF ITS RESPECTIVE AFFILIATES).

(b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN THIS CONVEYANCE OR IN SECTION 4.1 OF THE PURCHASE AGREEMENT (OR AS CONFIRMED IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(b) OF THE PURCHASE AGREEMENT), AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, 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 OIL, GAS OR OTHER 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 OIL, GAS AND OTHER 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 ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, ADVISORS OR OTHER REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT 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 REPRESENTED OTHERWISE IN THIS CONVEYANCE OR IN SECTION 4.1 OF THE PURCHASE AGREEMENT (OR AS CONFIRMED IN THE CERTIFICATE

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DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(b) OF THE PURCHASE AGREEMENT), ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING 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 OF THE ASSETS AS ASSIGNEE DEEMS APPROPRIATE.

(c) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN SECTIONS 4.1(j)(i) AND (ii) AND 4.1(l) OF THE PURCHASE AGREEMENT (OR, WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SUCH SECTIONS 4.1(j)(i) AND (ii) AND 4.1(l) OF THE PURCHASE AGREEMENT, AS CONFIRMED IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(b) OF THE PURCHASE AGREEMENT), ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS SUBSTANCES 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 AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S LIMITED RIGHTS AS EXPRESSLY SPECIFIED IN THIS AGREEMENT FOR ENVIRONMENTAL DEFECTS PROPERLY ASSERTED BY ASSIGNEE UNDER SECTION 6.7(a) OF THE PURCHASE AGREEMENT OR FOR A BREACH OF ASSIGNOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 4.1(j)(i) AND (ii) AND 4.1(l) OF THE PURCHASE AGREEMENT (OR, WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SUCH SECTIONS 4.1(j)(i) AND (ii) AND 4.1(l) OF THE PURCHASE AGREEMENT, AS CONFIRMED IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(b) OF THE PURCHASE AGREEMENT), ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS OF THE ASSETS AS ASSIGNEE DEEMS APPROPRIATE.

Section 2.3. Assumption. Assignee hereby assumes and agrees to pay, perform, fulfill, be bound by and discharge all Assumed Liabilities arising out of or attributable or related to the Assets, subject to the terms and conditions of the Purchase Agreement.

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ARTICLE 3
Miscellaneous

Section 3.1. Further Assurances. Assignor and Assignee each agrees that, from time to time, each of them will execute, acknowledge and deliver or cause their respective Affiliates to execute, acknowledge and deliver such further instruments of conveyance and transfer and take such other action as may be necessary to carry out the purposes and intents of this Conveyance.

Section 3.2. Certain Defined Terms. For purposes of this Conveyance, the term (i) “Property Subdivision” means each Well described or referenced in Part II of Exhibit A attached hereto or Well Location described or referenced in Part II of the Property Schedule, *provided, however*, that with respect to each such Well, such Property Subdivision shall be limited to such Well insofar, but only insofar, as it covers the Target Formation applicable thereto as shown in Part II of Exhibit A attached hereto and (ii) “Target Area” means the area as set forth in Exhibit A-1 attached hereto.

Section 3.3. Purchase Agreement. This Conveyance is expressly subject to the terms and conditions of that certain Purchase and Sale Agreement dated December 19, 2017, by and between Assignor, as “Seller”, and Assignee, as “Buyer” (the “Purchase Agreement”). Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement. If there is a conflict between the terms of this Conveyance and the Purchase Agreement, the terms of the Purchase Agreement shall control.

Section 3.4. Successors and Assigns. This Conveyance shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Section 3.5. Captions. The captions in this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance. Except to the extent otherwise stated in this Conveyance, references to “Articles” and “Sections” are to Articles and Sections of this Conveyance, and references to “Exhibits” are to Exhibits attached to this Conveyance, which are made a part hereof for all purposes.

Section 3.6 Governing Law; Jurisdiction.

(a) **THIS CONVEYANCE AND ANY DISPUTES OR CLAIMS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE LAWS THAT MIGHT BE APPLICABLE UNDER CONFLICTS OF LAWS PRINCIPLES.**

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Conveyance or the transactions contemplated hereby shall be in any state or federal court in Houston, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any legal proceeding arising out of or related to this Conveyance. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts; *provided*,

however, that the foregoing shall not limit the rights of the Parties to obtain execution of judgment in any other jurisdiction. The Parties further agree, to the extent permitted by Law, that a final and unappealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. Except to the extent that a different determination or finding is mandated due to the Law being that of a different jurisdiction, the Parties agree that all judicial determinations or findings by a state or federal court in Houston, Texas, with respect to any matter under this Conveyance shall be binding.

(c) To the extent that either Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such Party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Conveyance and (ii) submits to the personal jurisdiction of any court described in Section 3.6(b).

(d) **THE PARTIES AGREE THAT THEY HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS CONVEYANCE.**

Section 3.7. Interpretation. It is expressly agreed by the Parties that this Conveyance shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of who drafted this Conveyance or any provision hereof or who supplied the form of this Conveyance. Each Party agrees that this Conveyance has been purposefully drawn and correctly reflects its understanding of the transactions contemplated by this Conveyance and, therefore, waives the application of any Law providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In construing this Conveyance, the headings and titles herein are for convenience only and shall have no significance in the interpretation hereof.

Section 3.8. Counterparts. This Conveyance may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument; *provided, however*, that to facilitate recording or filing of this Conveyance, each recorded or filed counterpart may contain only a portion of Exhibit A as provided in Section 3.9.

Section 3.9. Recordation. To facilitate recordation or filing of this Conveyance, each counterpart filed with a county or state agency or office may contain only those portions of Exhibit A that describe property under the jurisdiction of that agency or office. Such counterparts shall, when taken and read together, constitute a single conveyance of the Assets described herein or therein, notwithstanding any duplicate descriptions of the Assets that may be contained in such counterparts. A complete counterpart of this Conveyance containing a full description of all of the Assets is available for review at Assignee's address listed in the preamble to this Conveyance.

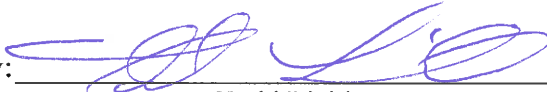
[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Conveyance to be executed on the dates of their respective acknowledgments set forth below, to be effective as of the Effective Time.

ASSIGNOR:

CABOT OIL & GAS CORPORATION

By: 

Todd Liebl
Senior Vice President,
Land and Business Development

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Conveyance to be executed on the dates of their respective acknowledgments set forth below, to be effective as of the Effective Time.

ASSIGNEE:

VOG PALO VERDE LP

By: VOG Palo Verde GP LLC, its general partner

By: R. Scott Garrick
R. Scott Garrick
Chief Executive Officer

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STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on this 6th day of March, 2018, by Todd Liebl, Senior Vice President, Land and Business Development of Cabot Oil & Gas Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)



Terry Jones-Parrish
Notary Public, State of Texas

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STATE OF TEXAS

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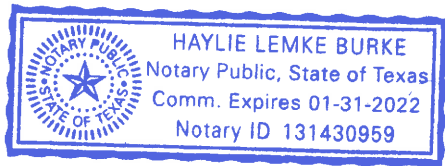
COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 6th day of March, 2018, by R. Scott Garrick, Chief Executive Officer of VOG Palo Verde GP LLC, the general partner of VOG Palo Verde LP, a Delaware limited partnership, on behalf of said limited partnership.

(SEAL)



Haylie Burke

 Notary Public, State of Texas

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EXHIBIT A

**Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance
dated as of March 6, 2018, by and between
Cabot Oil & Gas Corporation, as “Assignor”, and
VOG Palo Verde LP, as “Assignee”**

PROPERTY SCHEDULE

See attached.

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EXHIBIT A

Attached to and made part of that certain
Assignment, Bill of Sale and Conveyance
dated as of March 6, 2018, by and between
Cabot Oil & Gas Corporation, as "Assignor", and
VOG Palo Verde LP, as "Asignee"

Property Schedule

Part I

Oil and Gas Leases										
FILE NUMBER		LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	RECEPTION	COUNTY	STATE	PROSPECT
42-0006424	A	KOTHMANN, E B, MINERAL TRUST	MANTI EQUITY PARTNERS, LP	12/24/2009	69	332	125487	FRIO	TX	BUCKHORN

**Property Schedule
Part II**

Wells										
API NUMBER	CABOT PROPERTY NUMBER	PROSPECT	WELL NAME	TARGET FORMATION	BPO WI	APO WI	BPO NRI - OIL	APO NRI - OIL	BPO NRI - GAS	APO NRI - GAS
4216333980	420950040	BUCKHORN	SPEAR POINT #1H	EAGLE FORD	0.443968	0.443968	0.332976	0.332976	0.332976	0.332976
4216334018	420865241	BUCKHORN	CLYDESDALE #3H	EAGLE FORD	0.595468	0.595468	0.446601	0.446601	0.446601	0.446601
4216334019	420865240	BUCKHORN	CLYDESDALE #2H	EAGLE FORD	0.608731	0.608731	0.456548	0.456548	0.456548	0.456548
4216334000	420865235	BUCKHORN	CLYDESDALE #1H	EAGLE FORD	0.610670	0.610670	0.458002	0.458002	0.458002	0.458002
4216333438	420949024	BUCKHORN	KOTHMANN RANCH #03STH	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333517	420949017	BUCKHORN	KOTHMANN #06B #1H	EAGLE FORD	0.916670	0.916670	0.687503	0.687502	0.687503	0.687503
4216333617	420949013	BUCKHORN	KOTHMANN RANCH #07H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333854	420950001	BUCKHORN	KOTHMANN RANCH #12H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333658	420949011	BUCKHORN	KOTHMANN-KERR RANCH #02H	EAGLE FORD	0.265118	0.265118	0.198839	0.198839	0.198839	0.198839
4216333510	420949007	BUCKHORN	KOTHMANN RANCH #05H	EAGLE FORD	0.916670	0.916670	0.687503	0.687502	0.687503	0.687503
4216333712	420949005	BUCKHORN	KOTHMANN RANCH #09H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333456	420949018	BUCKHORN	KOTHMANN #04H	EAGLE FORD	0.873785	0.873785	0.655339	0.655339	0.655339	0.655339
4216333702	420949010	BUCKHORN	KOTHMANN RANCH #08H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333761	420949002	BUCKHORN	KOTHMANN RANCH #10H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333953	420950029	BUCKHORN	KOTHMANN RANCH #26H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687502
4216333952	420950028	BUCKHORN	KOTHMANN RANCH #25H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687502
4216333929	420950016	BUCKHORN	KOTHMANN RANCH #14H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333954	420950030	BUCKHORN	KOTHMANN RANCH #27H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216333930	420950017	BUCKHORN	KOTHMANN RANCH #15H	EAGLE FORD	0.916670	0.916670	0.687503	0.687503	0.687503	0.687503
4216334093	411074048	BUCKHORN	WILLOW 2H #2H	EAGLE FORD	0.505457	0.505457	0.379092	0.379092	0.379092	0.379092
4216334094	411074047	BUCKHORN	WILLOW 3H #3H	EAGLE FORD	0.479512	0.479512	0.359634	0.359634	0.359634	0.359634

EXHIBIT A-1

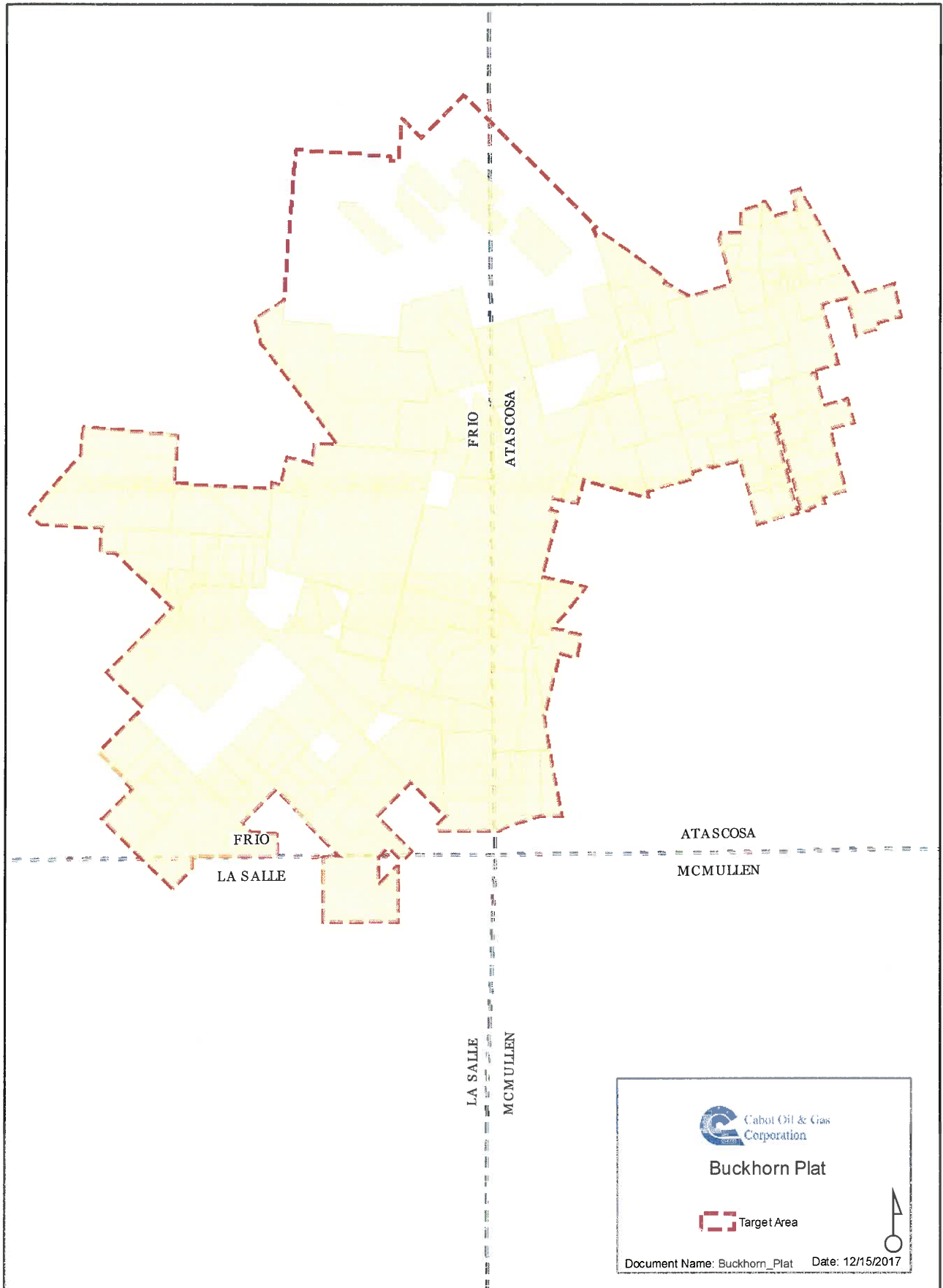
**Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance
dated as of March 6, 2018, by and between
Cabot Oil & Gas Corporation, as “Assignor”, and
VOG Palo Verde LP, as “Assignee”**

TARGET AREA

See attached.

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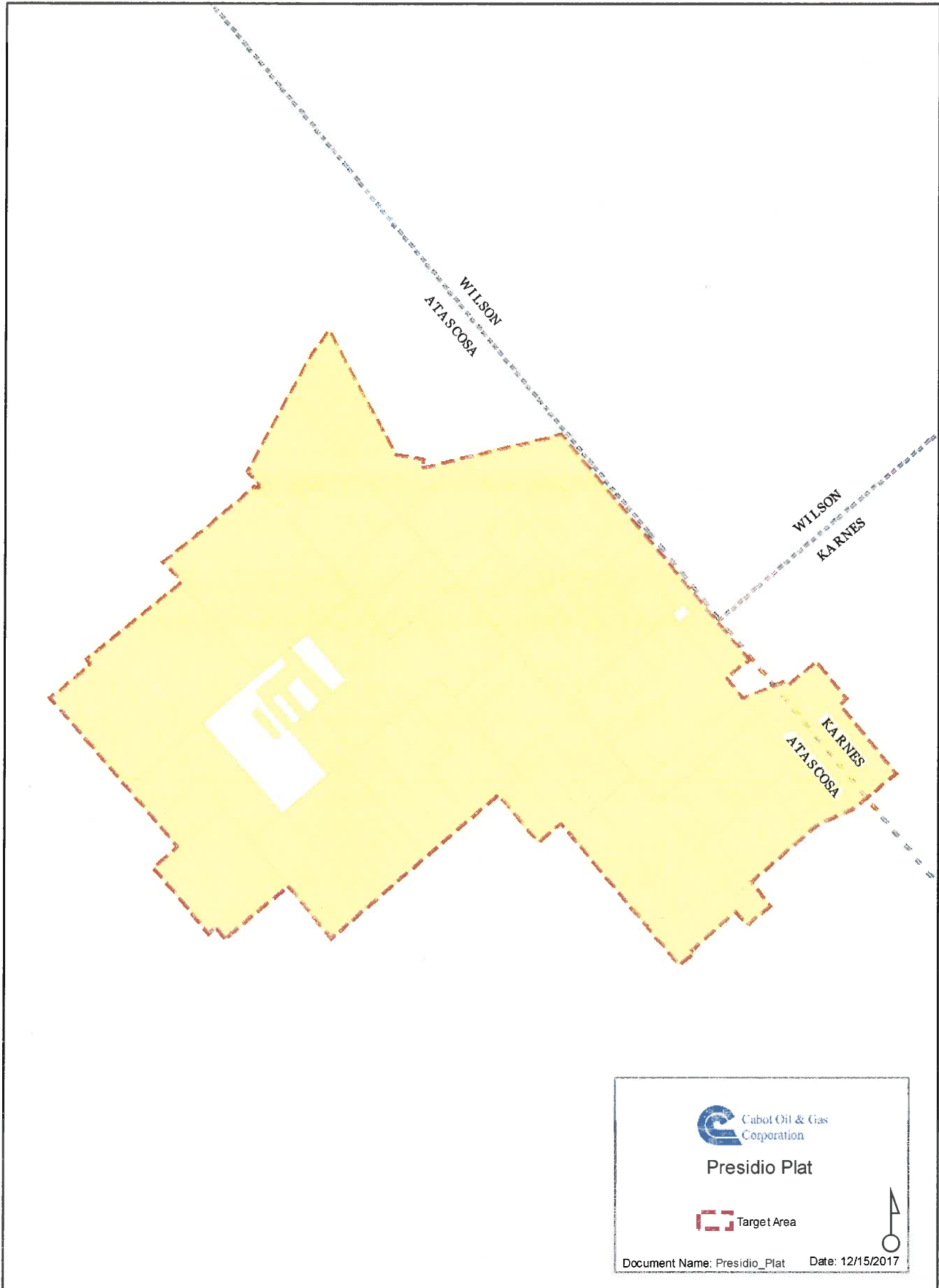


EXHIBIT B

**Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance
dated as of March 6, 2018, by and between
Cabot Oil & Gas Corporation, as “Assignor”, and
VOG Palo Verde LP, as “Assignee”**

CERTAIN MASTER SERVICE AGREEMENTS

1. That certain Gas Compressor Equipment Master Rental and Servicing Agreement dated July 1, 2009, by and between Enerven Compression Services, LLC and Cabot Oil & Gas Corporation.

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EXHIBIT C

**Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance
dated as of March 6, 2018, by and between
Cabot Oil & Gas Corporation, as “Assignor”, and
VOG Palo Verde LP, as “Assignee”**

CERTAIN EXCLUDED ASSETS

1. That certain Daywork Drilling Contract dated February 1, 2017, by and between Patterson-UTI Drilling Company LLC and Cabot Oil & Gas Corporation (which contract has been terminated).

2. An undivided interest in that certain Oil and Gas Lease dated December 24, 2009, by and between Barbara K. Pluenneke, Gary E. Zesch and Philip Kothmann, Trustees of the E.B. Kothmann Mineral Trust, and Manti Equity Partners, L.P., covering 5395.5 acres, a memorandum of which is recorded in Volume 69, Page 332 of the Official Public Records of Frio County, Texas (the “Ranch Lease”), being that portion covering the undivided mineral interest owned by Sandra Cordova (a 1/36 mineral interest in the leased premises, which is a 1/34 interest in the Ranch Lease). Assignee does hereby acknowledge and agree that the assignment by Assignor of all of its interest in and to the Ranch Lease other than the interest therein retained hereby without the consent of Sandra Cordova will not form the basis of a claim by Assignee of the breach by Assignor of the special warranty of title contained in this Conveyance.

3. The following oil and gas leases:

FILE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	RECEPTION	COUNTY	STATE	PROSPECT
42-0004962	UNION PACIFIC RAILROAD COMPANY	CABOT OIL & GAS CORPORATION	9/27/2011			125836	ATASCOSA	TX	BUCKHORN
42-0006422	THOMAS, MARY LEE, ET AL	MANTI SALSA, LTD	2/20/2008	47	707		FRIO		
				47	710		FRIO		
				47	713	121424	FRIO		
				48	805	121602	FRIO		
				48	636	121574	FRIO	TX	BUCKHORN

FILE NUMBER		LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	RECEPTION	COUNTY	STATE	PROSPECT
42-0006423	A	PLUENNEKE, BARBARA K, ET AL	MANTI EQUITY PARTNERS, LP	12/24/2009	69	332	125487	FRIO	TX	BUCKHORN
42-0006423	B	KOTHMANN, VERNER JIM, ET AL	MANTI EQUITY PARTNERS, LP	1/3/2010	70	874	125738	FRIO	TX	BUCKHORN
					70	878	125739	FRIO		
					74	128	126367	FRIO		
42-0006424	B	KOTHMANN, VERNER JIM, ET AL	MANTI EQUITY PARTNERS, LP	1/3/2010	70	874	125738	FRIO	TX	BUCKHORN
70	878	125739	FRIO							
74	128	126367	FRIO							

4. The specified interests set forth below in and to the following Wells:

API NUMBER	CABOT PROPERTY NUMBER	PROSPECT	WELL NAME	TARGET FORMATION	BPO WI	APO WI	BPO NRI - Oil	APO NRI - Oil	BPO NRI - Gas	APO NRI - Gas
4216333438	420949024	BUCKHORN	KOTHMANN RANCH #03STH	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333517	420949017	BUCKHORN	KOTHMANN #06B #1H	EAGLE FORD	0.083330	0.083330	0.062498	0.062497	0.062498	0.062498
4216333617	420949013	BUCKHORN	KOTHMANN RANCH #07H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333854	420950001	BUCKHORN	KOTHMANN RANCH #12H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333658	420949011	BUCKHORN	KOTHMANN-KERR RANCH #02H	EAGLE FORD	0.734882	0.734882	0.551161	0.551161	0.551161	0.551161
4216333549	420949022	BUCKHORN	KOTHMANN-KERR #01H	EAGLE FORD	1.000000	1.000000	0.750000	0.750000	0.750000	0.750000
4216333510	420949007	BUCKHORN	KOTHMANN RANCH #05H	EAGLE FORD	0.083330	0.083330	0.062498	0.062497	0.062498	0.062498
4216333712	420949005	BUCKHORN	KOTHMANN RANCH #09H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333456	420949018	BUCKHORN	KOTHMANN #04H	EAGLE FORD	0.126215	0.126215	0.094661	0.094661	0.094661	0.094661
4216333702	420949010	BUCKHORN	KOTHMANN RANCH #08H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333761	420949002	BUCKHORN	KOTHMANN RANCH #10H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333953	420950029	BUCKHORN	KOTHMANN RANCH #26H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062497
4216333952	420950028	BUCKHORN	KOTHMANN RANCH #25H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062497
4216333929	420950016	BUCKHORN	KOTHMANN RANCH #14H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333954	420950030	BUCKHORN	KOTHMANN RANCH #27H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498

API NUMBER	CABOT PROPERTY NUMBER	PROSPECT	WELL NAME	TARGET FORMATION	BPO WI	APO WI	BPO NRI - Oil	APO NRI - Oil	BPO NRI - Gas	APO NRI - Gas
4216333930	420950017	BUCKHORN	KOTHMANN RANCH #15H	EAGLE FORD	0.083330	0.083330	0.062498	0.062498	0.062498	0.062498
4216333980	420950040	BUCKHORN	SPEAR POINT #1H	EAGLE FORD	0.040359	0.040359	0.030269	0.030269	0.030269	0.030269
4216334018	420865241	BUCKHORN	CLYDESDALE #3H	EAGLE FORD	0.054131	0.054131	0.040598	0.040598	0.040598	0.040598
4216334019	420865240	BUCKHORN	CLYDESDALE #2H	EAGLE FORD	0.055337	0.055337	0.041503	0.041503	0.041503	0.041503
4216334000	420865235	BUCKHORN	CLYDESDALE #1H	EAGLE FORD	0.055513	0.055513	0.041635	0.041635	0.041635	0.041635
4216333372	420949003	BUCKHORN	KOTHMANN #01	OLMOS	1.000000	1.000000	0.750000	0.750000	0.750000	0.750000
4216333406	420949014	BUCKHORN	CALKINS-KOTHMAN #2-1	OLMOS	1.000000	1.000000	0.750000	0.750000	0.750000	0.750000
4216333765	411027336	BUCKHORN	KOTHMANN-RANCH 11	N/A	1.000000	1.000000	0.750000	0.750000	0.750000	0.750000
4216334093	411074048	BUCKHORN	WILLOW 2H #2H	EAGLE FORD	0.045949	0.045949	0.034461	0.034461	0.034461	0.034461
4216334094	411074047	BUCKHORN	WILLOW 3H #3H	EAGLE FORD	0.043590	0.043590	0.032693	0.032693	0.032693	0.032693
4201334634	420865025	BUCKHORN	JOE HINDES "C" #4H	EAGLE FORD	0.012201	0.012201	0.009151	0.009151	0.009151	0.009151
4201334766	420865071	BUCKHORN	JOE HINDES "C" #8H	EAGLE FORD	0.012201	0.012201	0.009151	0.009151	0.009151	0.009151
4201334895	420865113	BUCKHORN	JOE HINDES G11	EAGLE FORD	0.002220	0.002220	0.001665	0.001665	0.001665	0.001665
4201334896	420865114	BUCKHORN	JOE HINDES G12	EAGLE FORD	0.001371	0.001371	0.001028	0.001028	0.001028	0.001028
4201334636	420865042	BUCKHORN	JOE HINDES "D" #5H	EAGLE FORD	0.023028	0.023028	0.017271	0.017271	0.017271	0.017271
4216333875	420865091	BUCKHORN	GHOST TOWN #1	EAGLE FORD	0.004035	0.004035	0.003026	0.003026	0.003026	0.003026

Return acknowledgment to:



Capitol Services, Inc.
P.O. Box 1831 Austin, TX 78767
800/345-4647

FILED FOR RECORD
ANGIE TULLIS - COUNTY CLERK
FRIO COUNTY, TEXAS

INST NO: 0151032

FILED ON: MARCH 13, 2018 AT 02:27pm

THIS INSTRUMENT CONTAINED 23 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF FRIO
I hereby certify that this instrument was filed on the date
and time stamped hereon and recorded in the volume
and page of named record of Frio County, and stamped
hereon by me.
DATE: MARCH 13, 2018
ANGIE TULLIS, COUNTY CLERK



Volume 234 on page 45-64

OPR RECORDS

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