

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
COUNTIES OF FRIO AND LASALLE §

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") by and between Comstock Oil & Gas LP, a Nevada limited partnership ("Comstock"), whose mailing address is 5300 Town and Country Blvd., Suite 500, Frisco, Texas, 75034, and USG Properties Austin Chalk I, LLC, a Delaware limited liability company ("USG"), whose mailing address is 601 Travis Street, Suite 1900, Houston, Texas 77002 (collectively, "Assignor") and Comstock Eagle Ford Partners LLC, a Nevada limited liability company ("Assignee"), whose mailing address is 13301 Galleria Circle, Suite 300, Austin, Texas 78738, is made and entered as of September 21, 2018 (the "Execution Date") and is effective as of 12:01 a.m. (Central Time) on July 1, 2018 (the "Effective Time"). Assignor and Assignee shall sometimes be referred to herein together as the "Parties", and each individually as a "Party". Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Membership Interest Purchase Agreement, dated as of the Execution Date, by and among Assignor, Comstock, USG, and VOG Palo Verde LP (the "MIPA").

ARTICLE I
ASSIGNMENT

Section 1.1 Assignment. Assignor hereby bargains, sells, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the following assets, without duplication (such assets, less and except the Excluded Assets, the "Assets"):

(a) the oil, gas, and mineral leases described on Exhibit A, and any other oil, gas, or mineral lease on which any of the Wells are located or leases that are pooled or unitized with any of the leases or Wells described on Exhibit A or Exhibit B, respectively, and any amendments, extensions, renewals, and/or ratifications thereof, whether or not such instruments are described on Exhibit A, together with all interest derived from such leases in or to the lands covered thereby, and any pools or units that include any lands covered by any such leases or all or a part of any such leases or include any Wells, and all interests, tenements, hereditaments, and appurtenances belonging to or derived from such leases and such pooled areas or units, including royalty interests, overriding royalty interests, working interests, net profits interests, production payments, carried interests, reversionary interests, operating rights, record title and other oil and gas interests of any kind or character (collectively, the "Leases");

(b) the oil and gas wells (whether producing, non-producing, plugged, unplugged, completed, uncompleted, shut-in, permanently or temporarily abandoned) set forth in Exhibit B (the "Wells");

(c) all equipment, yards, tangible personal property, fixtures, inventory, improvements, machinery, field offices, radio lines, telephone lines, and facilities located on the Leases or on lands pooled or communitized therewith or any other Asset and/or used in connection with the other Assets and operations relating thereto, including well equipment, casing, rods, tanks,

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boilers, tubing, pumps, motors, inventory, separators, dehydrators, fixtures, compression equipment, flow lines, pipelines, water lines, gathering systems, processing and separation facilities, structures, materials, SCADA and wellhead communication systems and other items used or held for use solely in the operation or maintenance thereof;

(d) 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 produced from and attributable to the Assets ("**Hydrocarbons**") produced during or attributable to the period from and after the Effective Time and any and all Hydrocarbons in tanks, gathering lines or other storage as of the Effective Time, and the proceeds therefrom;

(e) any written or oral contract, agreement or instrument to which Assignor is a party (or is a successor or assignee of a Person) to the extent that such contract, agreement or instrument binds or burdens any of the Assets, and that will be binding on Assignee after the Execution Date (which, for the avoidance of doubt, does not include any master service agreements), including operating agreements; unitization, pooling, and communitization agreements, declarations, and orders; joint venture agreements; farmin and farmout agreements; exploration agreements; area of mutual interest agreements; participation agreements; exchange agreements; transportation or gathering agreements; agreements for the sale and purchase of Hydrocarbons; processing agreements; and marketing agreements, including those listed on Exhibit C (the "**Contracts**"); *provided* that the term "Contracts" does not include the Leases or the Surface Rights;

(f) any easement, permit, license, servitude, right-of-way, surface lease, franchise or other surface right or estate that primarily relates to or is otherwise used in connection with any of the Assets including easements, permits, licenses, servitudes, rights of way, surface leases and surface rights located on or associated with the Assets (the "**Surface Rights**");

(g) all files (whether originals, copies, or in digital or electronic format), including the title files, abstracts of title, title opinions, title information, title commitments, land surveys, maps, data, correspondence, environmental and regulatory files and reports, engineering and production files, well logs, well tests, accounting files relating directly to the Leases, Asset Tax records, division of interest computer printouts, analyses, interpretations, and all other files, documents, materials, information, instruments, books and records of every kind and description in Assignor's or any of its Affiliates' possession or control which affect, concern, pertain or relate to, or are used directly in connection with, the Assets (the "**Records**");

(h) all amounts held by Assignor or any third party on behalf of Assignor in suspense that are attributable to the Assets (the "**Suspense Funds**");

(i) to the extent assignable or permissible under any related Contract to be conveyed to Assignee (provided that Assignor shall use commercially reasonable efforts, at no cost to Assignor, to obtain any applicable consent with respect thereto), all geophysical and other seismic and related technical data and information relating to the Assets, including any geological and geophysical interpretations;

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(j) to the extent assignable, all audit rights, counterclaims, cross-claims, offsets or defenses and similar rights attributable to the Assumed Liabilities;

(k) to the extent assignable, all right, title and interest of Assignor in and to all rights, claims and causes of action to the extent that such rights, claims or causes of action are associated with the Assumed Liabilities;

(l) all rights, titles, claims, and interests of Assignor relating to the Assumed Liabilities (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance proceeds or awards; and

(m) all rights, benefits and obligations arising from or in connection with any gas imbalances as of the Effective Time.

EXCEPTING AND RESERVING to Assignor, however, all Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, subject, however, to the terms and conditions set forth herein.

Section 1.2 Excluded Assets. The Assets do not include, and there is excepted, reserved and excluded from this Assignment, the following (collectively, the "**Excluded Assets**"): P
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(a) except to the extent related to the Assumed Liabilities, all claims and causes of action of Assignor: (i) arising from acts, omissions, or events related to, or damage to or destruction of, the Assets occurring prior to the Effective Time; (ii) arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (iii) relating to the Retained Obligations; or (iv) with respect to the other Excluded Assets; 0
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(b) all rights, titles, claims, and interests of Assignor (except to the extent related to the Assumed Liabilities) (i) arising from acts, omissions or events related to, or damage to or destruction of, the Assets prior to the Effective Time or (ii) relating to the Retained Obligations; in each case, (x) under any policy or agreement of insurance or indemnity held by, or in favor of, Assignor or its Affiliates, (y) under any bond, or (z) to any insurance or condemnation proceeds or awards;

(c) claims of Assignor for, and rights of Assignor to, refund of, or loss carry forwards with respect to (i) Asset Taxes attributable to the Assets during any Tax period (or portion thereof) prior to the Effective Time, (ii) income or franchise Taxes imposed on Assignor or any of their Affiliates, or (iii) any other Taxes attributable to any of the other Excluded Assets;

(d) except to the extent related to the Assumed Liabilities, all amounts due or payable to Assignor as adjustments or refunds under any Contracts with respect to periods prior to the Effective Time;

(e) except to the extent related to the Assumed Liabilities, all Excluded Records; and

(f) any and all proceeds from production and from the settlements of contract disputes with purchasers of Hydrocarbons or byproducts from the Assets, including, without limitation, settlement of take-or-pay disputes, insofar as and only to the extent that such proceeds are attributable to periods of time prior to the Effective Time.

Section 1.3 Special Warranty of Title. COMSTOCK AND USG, SEVERALLY AND NOT JOINTLY NOR JOINTLY AND SEVERALLY, DO HEREBY BIND THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND DEFENSIBLE TITLE TO THE ASSETS UNTO ASSIGNEE AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH, OR UNDER COMSTOCK OR USG BUT NOT OTHERWISE.

Section 1.4 Subrogation. Assignor hereby assigns to Assignee all rights, claims and causes of action under title warranties given or made by Assignor's respective predecessors in interest (other than Assignor) with respect to the Assets, and Assignee is specifically subrogated to all right which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

ARTICLE II DISCLAIMERS; ASSUMPTION

Section 2.1 Disclaimers.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE MIPA, SECTION 4.1 HEREOF OR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, 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 (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS EXPRESSLY SET FORTH IN THE MIPA, SECTION 4.1 HEREOF OR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, 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 ABILITY TO PRODUCE HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT,

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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 ASSIGNEE'S REPRESENTATIVE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN THE MIPA, SECTION 4.1 HEREOF OR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, 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 ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF CONSIDERATION, 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 AS ASSIGNEE DEEMS APPROPRIATE.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THE MIPA OR SECTION 4.1 HEREOF, ASSIGNOR HAS NOT AND WILL NOT MAKE 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 OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(d) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ASSIGNEE ACKNOWLEDGES THAT SOME OILFIELD PRODUCTION EQUIPMENT LOCATED ON THE ASSETS MAY CONTAIN ASBESTOS AND/OR NATURALLY OCCURRING RADIOACTIVE MATERIAL ("**NORM**"). IN THIS REGARD, ASSIGNEE EXPRESSLY UNDERSTANDS THAT NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS, AND THAT WELLS, MATERIALS AND EQUIPMENT LOCATED

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ON THE PROPERTIES DESCRIBED HEREIN MAY CONTAIN NORM AND THAT NORM-CONTAINING MATERIALS MAY BE BURIED OR MAY HAVE BEEN OTHERWISE DISPOSED OF ON THE PROPERTIES COMPRISING OR SITUATED ON THE ASSETS. ASSIGNEE ALSO EXPRESSLY UNDERSTANDS THAT SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMOVAL AND DISPOSAL OF ASBESTOS AND NORM FROM THE PROPERTIES WHERE THEY MAY BE FOUND. EXCLUDING ANY RETAINED OBLIGATIONS, ASSIGNEE SHALL, BY ACCEPTING ASSIGNMENT OF THE ASSETS, ASSUME ALL LIABILITY WHEN SUCH ACTIVITIES ARE PERFORMED.

ARTICLE III ASSUMPTION

Section 3.1 Assumption of Liabilities. Without limiting (a) Assignee's rights under the special warranty of title set forth in *Article II* above or (b) Assignor's indemnity obligations set forth in *Article V*, and excluding any Retained Obligations, Assignee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all damages, obligations and liabilities, known or unknown, arising from, based upon or associated with the Assets, whether attributable to periods before, at or after the Effective Time (the "*Assumed Liabilities*"), including any and all damages, liabilities, and other obligations: (i) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether such damages or obligations arise before, at, or after the Effective Time, including all Property Costs attributable to the Assets on and after the Effective Time; (ii) obligations to pay working interests, Royalties and owners' revenues or proceeds attributable to the sale of Hydrocarbons produced from or attributable to the sale of Hydrocarbons produced from or attributable to the Assets after the Effective Time (including any Suspense Funds which are transferred to Assignee as part of the Assets); (iii) to furnish makeup gas or settle Imbalances according to the terms of applicable gas sales, processing, gathering or transportation Contracts; (iv) imposed by any Law or Governmental Body relating to the Assets; (v) for plugging, abandonment, decommissioning, and surface restoration of the oil, gas, injection, water, or other wells located on the lands covered by the Leases; (vi) from any act, omission, event, condition, or occurrence accruing before, at, or after the Effective Time relating to the Assets; (vii) applicable to or imposed on the lessee, owner, or operator under the Leases and any associated Contracts; (viii) to pay to the applicable Governmental Body the amounts of any escheat obligations attributable to the Assets pursuant to applicable Law; (ix) liability for any environmental conditions associated with the Assets; and (x) any and all Transfer Taxes, if any, imposed or required in connection with the sale or transfer of the Assets to Assignee or the filing or recording of all assignments related to the sale or transfer of the Assets to Assignee; *provided, however*, that the Assumed Liabilities do not include any Retained Obligations.

Section 3.2 Retained Obligations. Notwithstanding anything herein to the contrary, the Assumed Liabilities do not include, and Assignor does hereby retain any and all damages, liabilities, and other obligations, known or unknown, with respect to the Assets, arising prior to the Effective Time (unless otherwise noted below), that constitute, are attributable to, or arise out of (a) the personal injury, illness or death of any Person relating to the Assets and occurring prior to the Execution Date; (b) the misplayment or non-payment of Royalties (in each case) attributable to the sale of Hydrocarbons produced from or otherwise attributable to the Assets and accruing prior to the Effective Time (other than the Suspense Funds); (c) off-site disposal by Assignor or

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any Affiliate of Assignor of any Hazardous Materials produced from any of the Assets to a location on, in or below any properties not included in the Assets that occurs prior to the Execution Date; (d) the gross negligence or willful misconduct of Assignor arising in connection with Assignor's operation of the Assets prior to the Execution Date (other than the Specified Property Costs); (e) obligations payable to any Affiliate of Assignor (other than in the ordinary course of business on arm's length terms); (f) any Property Costs attributable to the Assets for the period prior to the Effective Time (other than the Specified Property Costs which shall be borne solely by Assignee for all periods of time); (g) except as otherwise set forth in *Section 6.1*, claims, demands, damages, costs and expenses, obligations or other liabilities with respect to third party surface owner property damage by Assignor or any of its Affiliates arising out of operations on the Assets (to the extent Assignor or any of its Affiliates are obligated to pay such amounts) prior to the Execution Date; and/or (h) civil fines or penalties, criminal sanctions or injunctive relief attributable to Assignor's or any of its Affiliates' period of ownership or operation of the Assets prior to the Execution Date (collectively, the "*Retained Obligations*").

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ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Assignor. By their execution of this Assignment, Comstock, on behalf of itself severally only and USG, on behalf of itself and Assignor Operator severally only, each represent and warrant that the following statements are true and accurate, as of the Execution Date:

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(a) Legal Entity Authority. It is a limited liability company (with respect to USG) or limited partnership (with respect to Comstock), is duly organized, validly existing and in good standing under the Laws of its state of organization or formation, is duly qualified to carry on its business in the state where the Assets are located, and has all the requisite limited liability company or limited partnership power and authority, as applicable, to enter into Assignment.

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(b) Requisite Approvals. Upon execution of this Assignment, it will have taken all necessary actions pursuant to its by-laws, partnership agreement, limited liability company agreement and other governing documents to fully authorize: (i) the execution and delivery of this Assignment and any transaction documents related to this Assignment (including the MIPA); and (ii) the consummation of the transactions contemplated hereby and thereby.

(c) Validity of Obligations. This Assignment and all other transaction documents it is to execute and deliver on or before the Execution Date (including the MIPA): (i) have been, or as of the Execution Date will be, duly executed by its authorized representatives; (ii) constitute its valid and legally binding obligations; and (iii) upon execution, are enforceable against it in accordance with their respective terms.

(d) No Violation of Contractual Restrictions. Its execution, delivery and performance of this Assignment and any transaction documents related to this Assignment (including the MIPA) do not (i) conflict with or violate any agreement or instrument to which it is a party or by which it is bound, including its organizational documents, and any resolution by its board of managers or members, or (ii) result in the creation of any encumbrance on any Asset or give rise to any right of termination, cancellation, or acceleration under any provision of any

Lease or Contract to which it is a party or by which any of the Assets may be bound, in each case, except any provision contained in agreements customary in the oil and gas industry relating to (A) the preferential right to purchase all or any portion of the Assets, (B) required consents to transfer and related provisions, and (C) maintenance of uniform interest provisions.

(e) No Violation of Other Restrictions. Its execution, delivery and performance of this Assignment and any transaction documents related to this Assignment (including the MIPA) do not violate any Law, rule, regulation, ordinance, judgment, decree or order to which it or the Assets are subject. To its Knowledge, (a) neither it nor Assignor Operator has violated in any material respect any applicable Law with respect to the ownership or operation of the Assets, and (b) it has not received any written notice from any Governmental Body alleging a violation of any Law relating to the Assets. This *Section 4.1(e)* shall not be deemed to include any matters relating to Taxes or arising under Environmental Laws, which are addressed under *Section 4.1(i)* and *Section 4.1(j)*, respectively.

(f) Bankruptcy. There are no bankruptcy, reorganization or receivership proceedings pending, or, to its Knowledge, being contemplated by or threatened against it.

(g) Brokers Fees. It has not incurred any obligation for brokers, finders or similar fees in respect of this Assignment or the MIPA or the transactions contemplated hereby or thereby.

(h) No Restraining Litigation. There is no action, suit, proceeding, claim or investigation by any person, entity, administrative agency or Governmental Body pending or, to its Knowledge, threatened in writing against it before any court or governmental agency that (i) relates to or may affect any of the Assets, or Assignor's (and, following the execution of this Assignment, Assignee's) ownership or operation thereof or (ii) seeks substantial damages in connection with, or seeks to restrain, enjoin, materially impair or prohibit the consummation of all or part of the transactions contemplated by this Assignment or the MIPA.

(i) Taxes. All Tax returns relating to or in connection with its acquisition, ownership, or operation of the Assets required to be filed have either been timely filed or the deadline for such filing has been duly extended and, to its Knowledge, all such Tax returns are correct and complete in all material respects. All Taxes relating or applicable to its acquisition, ownership or operation of the Assets (including Asset Taxes) that are or have become due have been timely paid in full, and it is not delinquent in the payment of any such Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any Tax relating to its acquisition, ownership or operation of the Assets. There are no administrative or judicial proceedings pending or threatened against the Assets or against it relating to or in connection with the Assets by any taxing authority with respect to Taxes. All Tax withholding and deposit requirements imposed by applicable Law with respect to any of the Assets have been satisfied in full in all respects. It is not (a) a "foreign person" within the meaning of Section 1445 of the Code or (b) an entity disregarded as separate (within the meaning of Section 301.7701-3(a) of the regulations promulgated by the United States Department of Treasury pursuant to and in respect of provisions of the Code) from any other "foreign person" (within the meaning of Section 1445 of the Code). To its Knowledge, there are no liens on any of

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the Assets for Taxes. No Asset is subject to any tax partnership agreement or provisions requiring a partnership income Tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

(j) Environmental Matters. To its Knowledge, none of the Assets are the subject of any remediation, removal, cleanup, response action, claim, judgment, or enforcement action regarding any actual or alleged presence or release of Hazardous Materials. Neither it nor Assignor Operator has received notice of any kind of any civil, criminal, or administrative action, suit, demand, claim, hearing, or proceeding under any Environmental Law, pending or threatened against Assignor, that is related to the Assets or the operations on the Assets including those related to allegations of economic loss, personal injury, illness, or damage to real or personal property or the environment. It has not entered into, and is not subject to, any written agreements, consents, orders, decrees, judgments, license or permit conditions, or other written directives of any Governmental Body in existence as of the Execution Date based on any Environmental Laws that relate to the future use of any of the Assets and that require any remediation or other change in the present conditions of any of the Assets.

(k) Wells. To its Knowledge, all Wells have been drilled and completed in accordance with all applicable Leases and Contracts and applicable Laws. There are no Wells located on the Leases or the lands covered by the Leases that (i) Assignor has received written notice from any Governmental Body that it is currently obligated by applicable Law or contract to plug and abandon or (ii) has been plugged and abandoned in a manner that does not comply with applicable Laws, rules, regulations, permits, judgments, orders and decrees of any court or Governmental Body or the applicable Lease as evidenced by written notice from any Governmental Body or other interested Person.

(l) Material Contracts. Assignor has provided Assignee with a schedule (and complete and accurate copies of) all material Contracts in effect as of the Execution Date to which Assignor is a party and that will be binding upon Assignee or any of the Assets after the consummation of the transactions contemplated by this Assignment (but excluding in each case any contracts that may be canceled without penalty to Assignor, Assignor Operator, or its or their permitted successors and assigns, on sixty (60) days' or less prior written notice) (collectively, the "**Material Contracts**"). Assignor represents (i) such Person is not (and has not claimed in writing to be) in default or breach (and no event has occurred that, with notice or lapse of time, or both, would become a default or breach by such Person) of any such Material Contracts to which it is a party, (ii) all of the Material Contracts to which it is a party are in full force and effect, and (iii) to its Knowledge, no other Person is in material default or breach with respect to such Person's obligations under such Material Contracts.

(m) Consents and Preferential Purchase Rights. Assignor has provided Assignee with a schedule of all Consents and Preferential Purchase Rights associated with the Assets. All Consents with respect to the Assets (and, if applicable, waivers of any Preferential Purchase Rights) have been obtained by Assignor from the holders thereof or will be obtained as of the Execution Date, except with respect to any applicable Governmental Authorizations that are customarily obtained after closing in transactions of this nature.

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(n) Imbalances. To its Knowledge, there are no Imbalances associated with the Assets as of the Execution Date.

(o) AFEs. Assignor has provided Assignee with copies of all authorities for expenditures ("AFEs") relating to the Assets to drill or rework Wells or for other capital expenditures pursuant to any of the Material Contracts or any applicable joint operating agreement that have been sent or received by such Person and which in each case require expenditures in excess of an amount equal to twenty-five thousand dollars (\$25,000) (net to the interests of Assignor) and for which all of the activities anticipated in such AFEs or commitments, to its Knowledge, have not been completed by the Execution Date or which will be binding on Assignee or the Assets on or after the Effective Time.

(p) Non-Consent Operations. No operations are being conducted or have been conducted on the Assets with respect to which such Person has elected to be a non-consenting party under the applicable operating agreement and with respect to which all of such Person's rights have not yet reverted to it.

(q) No Prepayments. To its Knowledge, there have been no advance, take or pay or other prepayments received by such Person with respect to its interest in the Assets that would obligate it or Assignee to deliver Hydrocarbon production from the Assets after the Execution Date without receiving full payment therefor.

(r) Compliance with Leases. To its Knowledge, such Person is in compliance in all material respects with the Leases, including all express and implied covenants thereunder. To its Knowledge, no written demands or notices of default or non-compliance or dispute (including those received electronically) have been threatened, issued to or received by such Person that remain uncured or outstanding. To its Knowledge, Exhibit A lists all Leases.

(s) Ownership of the Assets. With respect to the Assets owned by USG, USG (as to itself only) represents and warrants that no Affiliate of USG currently owns or holds, and has not previously owned or held, title (whether record, beneficial or otherwise) to such Assets. With respect to the Assets owned by Comstock, Comstock (as to itself only) represents and warrants that no Affiliate of Comstock currently owns or holds, and has not previously owned or held, title (whether record, beneficial or otherwise) to such Assets.

ARTICLE V INDEMNIFICATION

Section 5.1 Indemnities of Assignee. Assignee shall indemnify, defend and hold Assignor, its respective parents, successors, Affiliates, and their partners, members, managers, directors, officers, employees, contractors and representatives harmless from and against all claims, demands, obligations, liabilities, judgments, damages, and losses arising from any of the Assumed Liabilities.

Section 5.2 Indemnities of Assignor. Comstock and USG, SEVERALLY AND NOT JOINTLY NOR JOINTLY AND SEVERALLY shall indemnify, defend and hold Assignee, its respective successors (including any successor by merger or by operation of Law), Affiliates, and

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their partners, members, managers, directors, officers, employees, contractors and representatives harmless from and against all claims, demands, obligations, liabilities, judgments, damages, and losses arising from or related to (a) any of Assignor's representations and warranties in *Article IV*, (b) the Retained Obligations, (c) the Excluded Assets, (d) breaches of any covenants and obligations of Assignor under this Assignment and the MIPA, and (e) Assignor Taxes.

Section 5.3 Survival. The Special Warranty of Title referenced in *Section 1.3* shall survive for a period of four (4) years following the Execution Date. The indemnification obligation described in *Section 5.2(a)* shall survive for a period of 12 months following the Execution Date, except with respect to breaches of Assignor's representations and warranties (a) set forth in *Section 4.1(a)* through *Section 4.1(d)*, *Section 4.2(f)* and *Section 4.2(g)*, which shall survive indefinitely and (b) set forth in *Section 4.1(i)*, which survive until the date that is 30 days following the expiration of the applicable statute of limitations. The indemnification obligation set forth in *Section 5.2(b)* and *Section 5.2(d)* shall survive for a period of 12 months following the Execution Date. The indemnification obligation set forth in *Section 5.2(e)* shall survive until the date that is 30 days following the expiration of the applicable statute of limitations. All other indemnification obligations described in this *Article V* shall survive the Execution Date indefinitely. Assignor shall not be liable to the Assignee under *Section 5.2(a)* unless (x) the amount of the any bona fide claim is in excess of \$50,000 (the "**Individual Indemnification Threshold**") and (y) the aggregate amount of all claims under this Assignment meeting the Individual Indemnification Threshold exceeds three percent (2.5%) of the Purchase Price as set forth in the MIPA (the "**Aggregate Indemnification Deductible**"); provided, however, that the Assignor's representations and warranties set forth in *Section 4.1(a)* through *Section 4.1(d)*, *Section 4.2(f)*, *Section 4.2(g)* and *Section 4.1(i)* (collectively, the "**Fundamental Representations**") shall not be subject to the Individual Indemnification Threshold or the Aggregate Indemnification Deductible. Notwithstanding anything herein to the contrary, the cumulative obligation of Assignor to Assignee under this *Section 5.2(a)* will be limited to fifteen percent (15%) of the Purchase Price (the "**Indemnity Amount**"); provided, however, that the Fundamental Representations shall not be subject to the Indemnity Amount.

Section 5.4 Time Limitations. No Party hereto shall have any liability (for indemnification or otherwise) with respect to any breach of any representation, warranty, covenant, obligation or agreement under this Assignment unless, before the expiration of the applicable survival period set forth in *Section 5.3* with respect to such representation, warranty, covenant, obligation or agreement, the Party entitled to indemnification makes a claim for indemnification by delivering a notice of claim for indemnification hereunder to the applicable indemnifying Party, specifying in reasonable detail, to the extent known by such indemnified Party, the nature and basis for such claim, in which event any representation or warranty that would otherwise terminate in accordance with *Section 5.3* shall continue to survive until the claim for indemnification thereunder has been satisfied or otherwise resolved in accordance with this Assignment.

ARTICLE VI REVENUES AND EXPENSES

Section 6.1 Allocation of Expenses and Revenues. Assignee shall be entitled to all rights of ownership, including revenues, production, proceeds, income, and products from or attributable to the Assets, from and after the Effective Time, and to all other income, proceeds,

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receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to (a) all Specified Property Costs and (b) all Property Costs attributable to the Assets for the period from and after the Effective Time (regardless of when due and payable). Assignor shall be entitled to all rights of ownership, including revenues, production, proceeds, income, accounts receivable, and products from or attributable to the Assets, prior to the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets for the period prior to the Effective Time (regardless of when due and payable) other than the Specified Property Costs. "Earned" as used in this Assignment, shall be interpreted in accordance with generally accepted accounting principles (GAAP) and Council of Petroleum Accountants Society (COPAS) standards. In the event that, at any point in time following the Execution Date, Assignor or Assignee (or their respective Affiliates) receives any revenues, production, proceeds, income or products to which the other Party is entitled pursuant to this *Section 6.1*, but without duplication of any Purchase Price adjustments under the MIPA, then such receiving Party shall promptly (and in any event within 30 days following receipt thereof) remit such amounts to the owed Party.

Section 6.2 Tax Allocations.

(a) Assignor shall be allocated and bear all (i) Asset Taxes attributable to (A) any Tax period ending prior to the Effective Time and (B) the portion of any Straddle Period ending immediately prior to the Effective Time. Assignee shall be allocated and bear all (y) Asset Taxes attributable to (A) any Tax period beginning at or after the Effective Time and (B) the portion of any Straddle Period beginning at the Effective Time.

(b) For purposes of determining the allocations described in *Section 6.2(a)*, (i) Asset Taxes that are attributable to the severance or production of Hydrocarbons (other than such Asset Taxes described in clause (iii), below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred, (ii) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (i) or (iii)), shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred, and (iii) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning at the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the date on which the Effective Time occurs, on the one hand, and the number of days in such Straddle Period that occur on or after the date on which the Effective Time occurs, on the other hand.

(c) To the extent any Party bears any Asset Tax allocated to the other Party pursuant to this *Section 6.2*, timely payments will be made from one Party to the others to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this *Section 6.2*.

(d) Subject to Assignor's right to reimbursement pursuant to *Section 6.2(c)*, Assignor shall file with the appropriate taxing authority all Tax returns for Asset Taxes that are required to be filed on or before the Execution Date and pay the Taxes reflected on such Tax returns as due and owing. Subject to Assignee's right to reimbursement pursuant to *Section 6.2(c)*,

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Assignee shall pay any Asset Taxes relating to any Tax period that ends before or includes the Execution Date that become due and payable after the Execution Date and file with the appropriate tax authority any and all Tax returns required to be filed after the Execution Date with respect to such Asset Taxes.

The Parties shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of any Tax returns and any Tax audit, litigation or other proceeding with respect to the Assets. Such cooperation shall include the retention of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

ARTICLE VII CERTAIN DEFINED TERMS

Section 7.1 Certain Defined Terms. The following terms, as used herein, have the meanings set forth below:

“Affiliate” – with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person; *provided that*, for purposes of this Assignment, Assignor and Assignee shall not be deemed to be Affiliates of one another. The term “control” and its derivatives with respect to any Person mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For avoidance of doubt, from and after the Execution Date, Assignee shall not be deemed an “Affiliate” of Comstock or USG.

“Asset Taxes” – ad valorem, property, excise, sales, use, severance, production or similar Taxes based upon operation or ownership of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income, franchise, and similar Taxes and Transfer Taxes.

“Assignor Operator” – Assignor’s operating entity, Trinity Operating (USG), LLC.

“Assignor Taxes” – (a) income, franchise Taxes imposed by any applicable Law on Assignor, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes for which Assignor is responsible pursuant to *Section 6.2(a)*, (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of Assignor that is not part of the Assets, and (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time.

“Consent” – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection

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with the execution or delivery of this Assignment or the MIPA, or the consummation of the transactions contemplated hereby or thereby.

“Environmental Law” – any applicable Law relating to pollution or protection of the environment, health (as such relates to exposure to Hazardous Materials), wildlife or natural resources, or the use, storage, emission, discharge, clean-up, release, or threatened release of Hazardous Materials on or into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of Hazardous Materials, including the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Water Pollution Control Act, as amended, the Resources Conservation and Recovery Act, as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendment and Reauthorization Act of 1986, as amended, the Hazardous Materials Transportation Act, as amended, and comparable state and local Law.

“Excluded Records” – any: (a) records that Assignor is prohibited from disclosing to Assignee by applicable Law or confidentiality or similar arrangements under written agreements with Persons that are not Affiliates of Assignor (*provided* that Assignor shall use commercially reasonable efforts to obtain waivers of any such confidentiality arrangements at no additional cost to Assignor); (b) records protected by an attorney-client privilege (excluding title opinions for the Assets); (c) agreements and correspondence between Assignor or any of its Affiliates and any financial, commercial or legal advisor relating to the transactions contemplated by this Assignment or the MIPA; and (d) Assignor’s corporate minute books, corporate, financial income and franchise Tax and legal records (including any documents that may be protected by an attorney-client privilege), and other business records that relate to Assignor’s business generally and not primarily related to the Assets.

“Governmental Authorization” – any approval, consent, license, permit, registration, franchise, order, variance, exemption, waiver, consent or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

“Governmental Body” – any federal, state, county, local, municipal, or other government authority or judicial or regulatory agency or instrumentality exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

“Hazardous Materials” – any: (a) chemical, constituents, material, pollutant, contaminant, substance, or waste that (i) is defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory effect or (ii) is regulated by any Governmental Body or Environmental Law due to its dangerous, deleterious, hazardous or toxic characteristics; (b) asbestos containing material, lead-based paint, polychlorinated biphenyls, radioactive materials or radon; and (c) petroleum, Hydrocarbons, or petroleum products.

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"Imbalances" – (a) any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocable to the interests of Assignor therein and the shares of production from the relevant Well to which Assignor is entitled and (b) any marketing imbalance between the quantity of Hydrocarbons required to be delivered by Assignor under any Contract relating to the purchase and sale, gathering, transportation, storage, processing or marketing of Hydrocarbons and the quantity of Hydrocarbons actually delivered by Assignor pursuant to the relevant Contract, together with any appurtenant rights and obligations concerning future in-kind or cash balancing at the wellhead and production balancing at the delivery point into the relevant sale, gathering, transportation, storage or processing facility.

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter, after reasonable inquiry of each such Person's direct reports. USG will be deemed to have "Knowledge" of a particular fact or other matter if the following individual has Knowledge of such fact or other matter: Lawrence A. Wall, Jr.. Comstock will be deemed to have "Knowledge" of a particular fact or other matter if the following individual has Knowledge of such fact or other matter: Roland O. Burns.

"Law" – any law, statute, ordinance, code, regulation, rule or other requirement of any Governmental Body, but excluding Environmental Laws.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Property Costs" – all operating expenses and capital expenditures incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets; *provided* that "Property Costs" shall not include (a) any Asset Taxes, (b) costs, expenses or damages for or related to personal injury, illness, death or property damage to extent Assignor has insurance coverage available to it with respect to any such costs or expenses or Assignor is otherwise responsible for such costs or expenses under the applicable joint operating agreement, or by violation of any Law; (c) without in any way obligating Assignor to make any such payments, any amounts paid by Assignor to obtain any consent in connection with consummating the transactions contemplated by this Assignment or the MIPA; and (d) costs or expenses paid or incurred by Assignor in eliminating, removing, curing, or otherwise addressing any title defects or environmental conditions with respect to the Assets prior to the Execution Date.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and other burdens upon, measured by or payable out of production therefrom.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Specified Property Costs" – an amount reasonably estimated in good faith to be equal to \$160,812.00, which reflects agreed amounts incurred by Seller prior to the Effective Time in respect of the Schorp B 1H well and the two additional pad sites constructed on the Assets.

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“Tax” or “Taxes” – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, environmental (including taxes under Section 59A of the Code), capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, occupation, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines, or additions thereto; (b) any liability for the payment of any amounts of the type described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any liability for the payment of any amounts of the type described in clauses (a) or (b) of this definition as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.

“Transfer Taxes” – any sales, use, transfer, stamp, documentary, registration, value-added, and similar Taxes (but excluding Taxes on gross or net income, gross receipts, or margin), and duties, levies, recording fees, and similar governmental charges imposed upon, or with respect to, the transaction contemplated by this Assignment.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Additional Agreements. Assignor covenants and agrees to execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Assignee may reasonably request, to convey and deliver the Assets to Assignee.

Section 8.2 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignor, Assignee, and their respective successors and permitted assigns.

Section 8.3 Governing Law; Venue; Jury Waiver; Waiver of Consequential Damages. THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY DISPUTE. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN THE COURTS IN HOUSTON, HARRIS COUNTY, TEXAS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE. ASSIGNOR AND ASSIGNEE EACH IRREVOCABLY WAIVES AND AGREES NOT TO SEEK SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES

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OF ANY KIND IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE BREACH HEREOF.

Section 8.4 Lien Releases. Contemporaneously with the execution of the Assignment, to the extent they existed, each of USG and Comstock have delivered to Assignor executed and recorded or recordable releases of all liens and other security interests burdening the Assets.

Section 8.5 Exhibits. All Exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

Section 8.6 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

Section 8.7 Amendment. This Assignment may be amended, restated, supplemented or otherwise modified only by an instrument in writing executed by all of the Parties and expressly identified as an amendment, restatement, supplement or modification.

Section 8.8 Assignment Subject to MIPA. This Assignment is expressly subject to the terms and conditions of the MIPA, including with respect to the interests assigned hereby. If there is a conflict between the terms of this Assignment and the MIPA, the terms of the MIPA shall control.

Section 8.9 Concerning Comstock and USG.

(a) All representations, warranties, covenants, agreements and undertakings of each of Comstock and USG hereunder are several and not joint nor joint and several. Except as expressly provided in this Agreement, all rights and options of Assignor hereunder shall belong to each of Comstock and USG, individually, and Comstock and USG shall not be obligated to exercise such rights or options jointly or in coordination with each other. To the extent any provision of this Agreement, in fact, applies only to either Comstock and USG, such provision shall be interpreted to apply only to that party, including, without limitation, provisions related to ownership or operation of the Assets.

(b) The Parties acknowledge and agree that all rights and obligations of Comstock and USG hereunder are several and not joint nor joint and several. With respect to those rights and obligations that affect or burden Comstock and USG as a group, the Parties acknowledge that such rights and obligations shall be allocated to each of Comstock and USG in the amount of their proportionate ownership of the Asset at issue.

[Signature pages to follow.]

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Execution Date, to be effective, however, for all purposes, as of the Effective Time.

ASSIGNOR:

COMSTOCK OIL & GAS, LP

By: Comstock Oil & Gas GP, LLC
Its General Partner

By: Comstock Resources, Inc.
Its Sole Member

By: *LaRae L. Sanders*
Name: LaRae L. Sanders
Title: Vice President of Land

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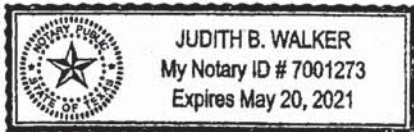
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ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21st day of September, 2018, by LaRae L. Sanders as Vice President of Land of Comstock Resources, Inc., a Nevada corporation, the Sole Member of Comstock Oil & Gas GP, LLC, a Nevada limited liability company, as General Partner of Comstock Oil & Gas, LP, a Nevada limited partnership, on behalf of Comstock Oil & Gas, LP.

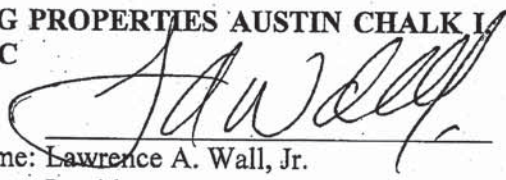


Judith B. Walker
Notary Public, State of TEXAS

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Execution Date, to be effective, however, for all purposes, as of the Effective Time.

ASSIGNOR:

**USG PROPERTIES AUSTIN CHALK I
LLC**

By: 
Name: Lawrence A. Wall, Jr.
Title: President

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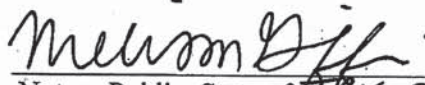
STATE OF Texas §
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COUNTY OF Harris §

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This instrument was acknowledged before me on the 19th day of September, 2018 by Lawrence A. Wall Jr. as President of USG Properties Austin Chalk I, LLC, a Delaware limited liability company, on behalf of said company.

MELISSA GRIFFIN
Notary Public, State of Texas
Comm. Expires 06-20-2021
Notary ID 131179641


Notary Public, State of Texas

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Execution Date, to be effective, however, for all purposes, as of the Effective Time.

ASSIGNEE:

**COMSTOCK EAGLE FORD
PARTNERS, LLC**

By: R. Scott Garrick
Name: R. Scott Garrick
Title: Manager

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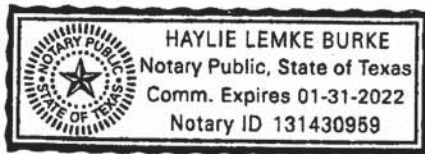
ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Travis §
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This instrument was acknowledged before me on the 21st day of September, 2018 by R. Scott Garrick as Manager of Comstock Eagle Ford Partners, LLC, a Nevada limited liability company, on behalf of said company.

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Haylie Burke
Notary Public, State of TEXAS

EXHIBITS

Exhibit "A" Leases
Exhibit "B" Wells
Exhibit "C" Contracts

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EXHIBIT A

LEASES

Code	Lessor	Lessee	Lease Type	Lease Date	State	County	Book	Page
TX-1030001-000	HARDING J SCHORP ET AL	VERNON PATTERSON, DBA V/J OIL CO	FE	3/6/2007	TX	Frio	80	770
TX-1030001-000	HARDING J SCHORP ET AL	VERNON PATTERSON, DBA V/J OIL CO	FE	3/6/2007	TX	La Salle	462	72
TX-1030004-000	JAMES A SCHORP ET UX	COMSTOCK OIL & GAS LP	FE	9/5/2013	TX	Frio	141	870
TX-1030006-001	BILLY G BYARS JR TRUST ET AL	COMSTOCK OIL & GAS LP	FE	11/22/2013	TX	Frio	150	277
TX-1030006-001	BILLY G BYARS JR TRUST ET AL	COMSTOCK OIL & GAS LP USG PROPERTIES AUSTIN CHALK I, LLC	Lease Amendment	8/1/2018	TX	Frio	248	64
TX-1030006-002	IPH MINERALS LTD	COMSTOCK OIL & GAS LP	FE	3/1/2014	TX	Frio	152	422
TX-1030006-002	IPH MINERALS LTD	COMSTOCK OIL & GAS LP USG PROPERTIES AUSTIN CHALK I, LLC	Lease Amendment	9/12/2018	TX	Frio		
TX-1030006-003	MARK D CRULL ET UX	COMSTOCK OIL & GAS LP	FE	3/1/2014	TX	Frio	152	417
TX-1030006-003	MARK D CRULL ET UX	COMSTOCK OIL & GAS LP USG PROPERTIES AUSTIN CHALK I, LLC	Lease Amendment	9/6/2018	TX	Frio		

TABLE OF EXHIBITS

EXHIBIT B

WELLS

WELL BORE CODE	WELL BORE NAME	OPERATOR NAME	STATE	COUNTY	API No.
TX-103-1005	SCHORP "A" 1H	COMSTOCK OIL & GAS, LP	TX	Frio	42-163-33838
TX-103-1001	SCHORP 3H	COMSTOCK OIL & GAS, LP	TX	La Salle	42-283-32847
TX-103-1002	SCHORP, H. J. 1	COMSTOCK OIL & GAS, LP	TX	La Salle	42-283-31309
TX-103-1003	SCHORP, H. J. 2	COMSTOCK OIL & GAS, LP	TX	La Salle	42-283-31345
TX-103-1021	J.A. SCHORP 1H	COMSTOCK OIL & GAS, LP	TX	Frio	42-163-33839
TX-103-1006	SCHORP "B" 1H	COMSTOCK OIL & GAS, LP	TX	La Salle	42-163-34124

EXHIBIT C

CONTRACTS

CONTRACT #	DATE OF AGREEMENT	TYPE OF AGREEMENT	PARTIES TO AGREEMENT
0177-TX-PURC	9/22/2011	Asset Purchase and Exploration Agreement	Comstock Oil & Gas, LP Eagle Ford Minerals LLC
0167-TX-JOA	10/12/2011	Joint Operating Agreement	Comstock Oil & Gas, LP Eagle Ford Minerals, LLC
	6/7/2018	Water Use Agreement	Comstock Oil & Gas, LP Isabel Schorp and Carolyn Sue Martin
0171-TX-AGMT	10/28/2011	Surface Use Agreement	Comstock Oil & Gas, LP Harding Schorp, Isabel Schorp, and Carolyn Sue Martin

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

INST NO: 0152639

FILED ON: SEPTEMBER 26, 2018 AT 10:35am

THIS INSTRUMENT CONTAINED 25 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: SEPTEMBER 26, 2018
ANGIE TULLIS, COUNTY CLERK

Angie Tullis

Volume 249 on page 581 - 605

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