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FEES: \$28.00 PK QUITCLAIM DEED
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

QUITCLAIM DEED

(Lot 2 - Black Gold Land Company, LLC)

KCP Properties, Inc., a Delaware corporation ("**GRANTOR**"), for and in consideration of the obligation of **GRANTOR** to convey certain real property to Black Gold Land Company, LLC, a Wyoming limited liability company ("**GRANTEE**"), pursuant to and in accordance with (i) that certain Real Estate Purchase Agreement, dated as of February 28, 2020, by and between **GRANTOR** and **GRANTEE** (as amended or supplemented, the "**Purchase Agreement**"), and (ii) *Order (I) Approving the Sale of Wyoming Real Property Assets Free and Clear of All Interests, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "**Sale Order**") entered on March 8, 2021, by the United States Bankruptcy Court for the District of Delaware, in the Chapter 11 proceeding being administered under Case No. 20-13056 (Jointly Administered), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS and QUITCLAIMS unto **GRANTEE**, all of the right, title and interest of **GRANTOR** in and to the real property more particularly identified and set forth on Exhibit A attached hereto and made a part hereof (the "**Property**").

The conveyance and transfer of the Property herein is subject to and made in accordance with the terms of the Purchase Agreement and the Sale Order, a copy of which Sale Order was recorded in the real property records of Sheridan County, Wyoming on March ~~12~~ ¹²⁻¹⁰, 2021, in *Document* ~~Book _____, page _____~~. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

In the event of a conflict between this Quitclaim Deed, on the one hand, and the Purchase Agreement and/or the Sale Order, on the other hand, the terms and conditions of the Purchase Agreement or the Sale Order, as applicable, shall control. There are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]