

2020-006163

Klamath County, Oregon

05/19/2020 08:12:16 AM

Fee: \$112.00

Prepared by:

QEP Energy Company
1050 17th Street, Suite 800
Denver CO 80265

After recording, return to:

EnergyNet Services, LLC
7201 I-40 West, Ste. 319
Amarillo, TX 79106

**QUITCLAIM MINERAL DEED AND
ASSIGNMENT OF INTEREST IN WELLS**

GRANTOR: QEP Energy Company, 1050 17th Street, Suite 800, Denver CO 80265

GRANTEE: (50%) Missouri River Royalty Corporation, 919 South 7th Street, Suite 405, Bismarck ND 58504

(50%) Northern Energy Corporation, PO Box 2283, Bismarck ND 58502-2283

SEND TAX STATEMENTS TO:

(50%) Missouri River Royalty Corporation, 919 South 7th Street, Suite 405, Bismarck ND 58504

(50%) Northern Energy Corporation, PO Box 2283, Bismarck ND 58502-2283

CONSIDERATION: \$10.00

THIS PAGE ADDED TO PROVIDE SUFFICIENT SPACE FOR THE
RECORDING CLERK'S STAMP.

Klamath Co OR

Lot 66194

**QUITCLAIM MINERAL DEED AND
ASSIGNMENT OF INTEREST IN WELLS
(THE "DEED")**

STATE OF OREGON}

COUNTY OF KLAMATH}

That *QEP Energy Company, a Delaware corporation*, of 1050 17th Street, Suite 800, Denver, CO 80265, hereinafter called Grantor, for and in consideration of the sum of TEN DOLLARS paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby CONVEY and QUITCLAIM unto

(50%) Missouri River Royalty Corporation, 919 South 7th Street, Suite 405, Bismarck ND 58504

(50%) Northern Energy Corporation, PO Box 2283, Bismarck ND 58502-2283

hereinafter called Grantee, all of its right, title and interest in and to

(a) all of the oil, gas and other minerals in and under and that may be produced from the lands described on Exhibit "A" attached hereto and made a part hereof, including all minerals located within the described area on Exhibit "A-2" whether described correctly on Exhibit A or not, and

(b) the wells set forth on Exhibit "B" (collectively the "Premises"), including all wells located within the described area on Exhibit "A-2" whether described correctly on Exhibit B or not

This grant is made expressly subject to the restrictions and exclusions described on Exhibit "A," existing oil and gas leases, encumbrances, and the terms and conditions of this Deed

TO HAVE AND TO HOLD all of Grantor's right, title, and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the Premises, together with all of the rights, privileges and appurtenances thereto in any way belonging, including but not limited to the right of ingress and egress and possession at all times for the purpose of mining, drilling, exploring, operating and developing the Premises for oil, gas and other minerals and the maintenance of facilities and means necessary or convenient for producing, storing, treating, transporting and marketing such oil, gas and other minerals, unto Grantee, its successors and assigns forever, subject, however, to the terms and conditions set forth herein

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE PREMISES, INCLUDING BUT NOT LIMITED TO (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY IMPLIED OR EXPRESS WARRANTY THAT ANY DATA TRANSFERRED PURSUANT HERETO IS NONINFRINGEMENT, (e) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF

CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (f) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (g) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAWS, AND (h) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY, OR NATURAL RESOURCES OR RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT

IT IS THE EXPRESS INTENTION OF GRANTOR AND GRANTEE THAT THE PREMISES SHALL BE CONVEYED TO GRANTEE, AND GRANTEE SHALL ACCEPT THE SAME, "AS IS, WHERE IS," WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR

GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, HEALTH, SAFETY, OR THE ENVIRONMENT) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES

This Deed is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil, gas, or other mineral leases of record heretofore executed, it being understood and agreed that said Grantee shall have, receive and enjoy the herein granted interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said leases insofar as they cover the above described land from and after the date hereof

This Deed is made subject to any and all easements, restrictions, covenants, conditions, reservations, and mineral or royalty conveyances of record, if any, applicable to the Premises or any part thereof

This Deed is accepted subject to, and Grantee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Grantor with respect to the Premises or under any existing oil and gas leases and any other agreements or contracts attributable to or affecting the Premises, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Grantor's negligence, and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arose during the period of, or from, or in connection with Grantor's ownership or operation of the Premises. Grantee shall, to the fullest extent permitted by law, release, protect, defend, indemnify and hold Grantor and its directors, officers, employees, agents, and representatives of each of them (the "Grantor Parties"), harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations, or alleged or threatened liabilities and obligations, including but not limited to any interest, penalty, and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting from any liability, attributable to or arising out of (a) Grantee's assumption of any liability or obligation in accordance with this section, (b) Grantee's ownership or operation of the Premises subsequent to the Effective Date, or (c) the breach by Grantee of any of the agreements and covenants contained in this Deed

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS DEED SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE

GROSS, ACTIVE, PASSIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE GRANTOR PARTIES

This Deed shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Colorado without regard to its conflict of laws principles, except to the extent required by Oregon law in matters of execution, validity and all other matters to which Oregon law necessarily applies

The provisions of this Mineral Deed shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors, assigns, and legal representatives

IN WITNESS WHEREOF, this instrument is executed the 9th day of April, 2020, but shall be effective as of the 1st day of May, 2020 (the "Effective Date")

GRANTOR

QEP Energy Company

By 

Name Brett Willis

Title Director, Land

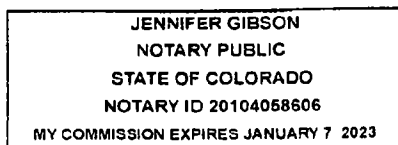
ACKNOWLEDGMENT

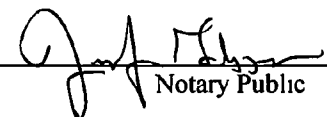
STATE OF COLORADO }
 }
COUNTY OF DENVER }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Brett Willis, as Director of Land for QEP Energy Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of April, 2020

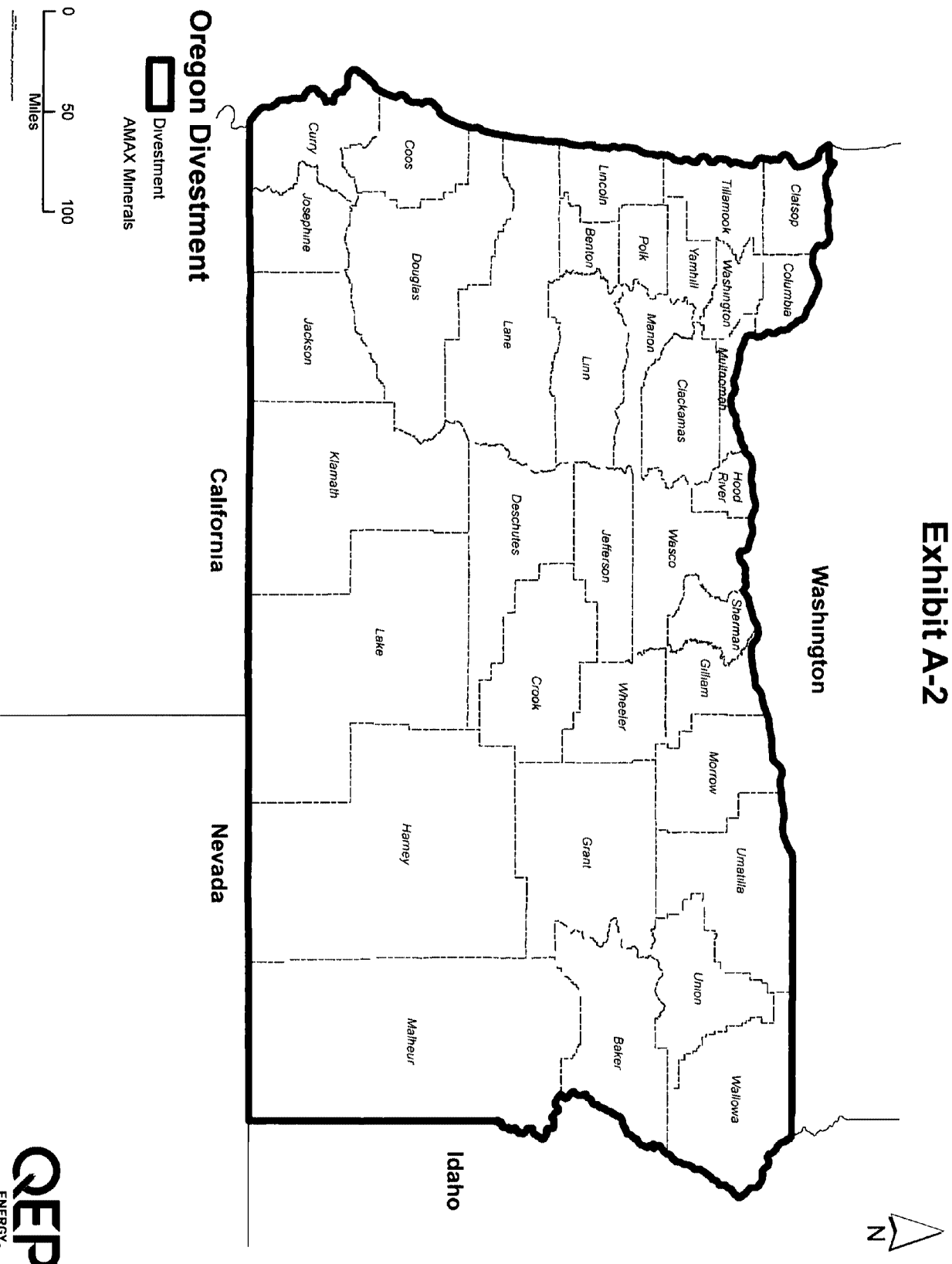
MY COMMISSION EXPIRES 1-7-2023




Notary Public

Master ID	Eff Date	Recording	County	State	Type	Tract Legal Description
OR10089000	04/01/1994	M94-14750	KLAMATH	OR	MINERALS	T36S R1E SEC 8 N2S2, BEING LOTS 17 24 KLAMATH COUNTY OREGON
OR10090000	04/01/1994	M94-14750	KLAMATH	OR	MINERALS	T36S R1E SEC 15 S2SW, BEING LOTS 27-30 KLAMATH COUNTY, OREGON
OR10091000	04/01/1994	M94-14750	KLAMATH	OR	MINERALS	T36S R1E SEC 22 SESW KLAMATH COUNTY OREGON

Exhibit A-2



WELLS

[illegible]