

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
BLAIR OIL INVESTMENTS, LLC,)	Case No. 15-15009-TBM
)	
Debtor.)	Chapter 11

**MOTION FOR AUTHORITY TO SELL OIL AND GAS INTERESTS AS PROPERTY
OF THE BANKRUPTCY ESTATE FREE AND CLEAR OF LIENS, AND TO PAY
CUSTOMARY CLOSING COSTS**

BLAIR OIL INVESTMENTS, LLC, by Jeffrey A. Weinman, Chapter 7 Trustee of the Bankruptcy Estate of Peter H. Blair, as manager and sole member of the Debtor, through his undersigned counsel, respectfully moves this Court for an Order Authorizing the Debtor to Sell certain Oil and Gas Interests as Property of the Estate and to Pay Customary Closing Costs, and states as follows:

1. Blair Oil Investments, LLC (“BOI”) filed for relief under Chapter 11 of the Bankruptcy Code on May 7, 2015. BOI is operating as the Debtor-in-Possession.
2. Peter H. Blair (“Mr. Blair”) filed his voluntary petition for relief under Chapter 11 of the Bankruptcy Code also on May 7, 2015, Case Number 15-15008 TBM. On August 20, 2015, Mr. Blair’s bankruptcy case was converted to a case under Chapter 7.
3. Jeffrey A. Weinman is the Chapter 7 Trustee (the “Trustee”) for Mr. Blair’s bankruptcy estate.
4. Mr. Blair’s bankruptcy estate is the holder of 100% of the membership of BOI. The Trustee has therefore elected himself as the Manager of BOI for purposes of this Bankruptcy Case and removed all prior Managers.
5. Mr. Weinman is informed and believes that the Debtor is the owner of an interest in certain oil and gas leases with wells and production equipment, oil and gas fixtures and personal property located thereon (collectively the “South Marnie Interests.”) Such South Marnie Interests are located in Campbell County, Wyoming and are legally described on **Exhibit 1** attached hereto.
6. The Debtor has investigated the nature and extent of these South Marnie Interests. The Debtor owns approximately 117 other interests in other oil and gas interests

which the Debtor is not currently working. Rather, other owners of interests are working these wells. The Debtor receive regular dividends and incurs expenses for the other interests.

7. These South Marnie Interests are currently being operated by High Plains Energy Company, for the benefit of all of the owners of such interests. As working oil and gas interests, the Debtor believes that these South Marnie Interests carry the potential for a significant risk to the bankruptcy estate, including potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”).
8. The Debtor desires to minimize the risks to the bankruptcy estate and the potential for future liability. As a result, the Debtor has determined that it is in the Estate’s and the creditors’ best interest to sell the South Marnie Interests.
9. To that end, the Debtor and Rock Creek Energy, LLC (“Rock Creek”) have entered into a Purchase and Sale Agreement for the South Marnie Interests. A copy of the Purchase and Sale Agreement is attached hereto as **Exhibit 2** and incorporated herein by reference. Under the terms of the Purchase and Sale Agreement, Rock Creek will purchase all of the Estates’ right, title and interest in the South Marnie Interests (including all related equipment, fixtures, and personal property), for the price of \$11,000. The sale is without any representations of warranty of title and is “AS IS” “WHERE IS”. The effective date of the sale is July 1, 2017 (“Effective Date”). Rock Creek is entitled to all income from the South Marnie Interests from and after the Effective Date, and is also assuming all liabilities and operating costs associated with the South Marnie Interests from and after the Effective Date. The sale to Rock Creek is conditioned on an order from this Court approving the sale.
10. To the best of the Debtor’s knowledge, there are no persons or parties who hold a prior properly perfected liens or encumbrances in the South Marnie Interests.
11. The Debtor seeks authority, pursuant to 11 U.S.C. §§363(b) and (f) to sell the South Marnie Interests outside the ordinary course of business and free and clear of any liens and other interests in such property of entities other than the estate if any, to Rock Creek pursuant to the Purchase and Sale Agreement, for the sum of \$11,000.
12. The Debtor has investigated the value of the South Marnie Interests, including the long term value, as well as the production value of the interests should the price of oil and/or natural gas rise over time. Moreover, the current operating costs of the South Marnie Interests currently exceed the revenues received by the Debtor. Based upon the Debtor’s investigation, the Debtor believes that \$11,000 is the highest and best price for the South Marnie Interests.

13. Based upon the Debtor's investigation, the Estate will incur certain customary closing costs as part of the sale of the South Marnie Interests to Rock Creek. Specifically, there may be property taxes owing for 2015, 2016, and/or 2017 which will be pro-rated as of the closing date. The Debtor also believes that there will be sales taxes not to exceed 10% on the personal property and equipment conveyed with this sale. As the Debtor negotiated directly with Rock Creek for the purchase of the South Marnie Interests, the Debtor has not incurred any commissions or other broker fees.
14. The Debtor seeks authority to pay all related closing costs, including taxes, from the purchase price as part of the sale of the South Marnie Interests to Rock Creek. Such costs would be an administrative expense of the Estate subject to priority pursuant to 11 U.S.C. §503(b).
15. The Debtor also requests that the Court lift the stay provided by Fed.R.Bankr.P. 6004(h), which automatically stays for 14 days an order authorizing the use, sale or lease of property other than cash collateral.
16. For the reasons set forth above, the Debtor asserts that the approval of the sale of the South Marnie Interests to Rock Creek is in the best interest of this bankruptcy estate and the creditors and represents the best chance for a meaningful distribution to the creditors.

WHEREFORE, the Debtor requests that this Court enter an Order:

- A. Approving the Debtor's sale of the South Marnie Interests;
- B. Authorizing the sale of the South Marnie Interests to Rock Creek Energy, LLC, under the terms of the Purchase and Sale Agreement;
- C. Authorizing the Debtor to execute and deliver documents and instruments necessary, and to take all other actions as may be necessary and appropriate, to effectuate the sale of the South Marnie Interests and all related personal property, equipment and fixtures, as described herein;
- D. Authorizing the Debtor to pay at closing all customary, reasonable and necessary costs of sale, such as recording fees, prorated taxes, sales taxes, and other closing costs;
- E. Lifting the stay provided by Fed. Bankr. Rule 6004(h), on any Order authorizing the sale of the South Marnie Interests; and,

F. Granting such other and further relief as this Court deems appropriate.

Dated September 21, 2017.

Respectfully submitted,
BUECHLER & GARBER, LLC

/s/ Kenneth J. Buechler

Kenneth J. Buechler, #30906
999 18th Street, Suite 1230-S
Denver, Colorado 80202
Tel: 720-381-0045
Fax: 720-381-0382
ken@BandGlawoffice.com

LEASES

Lessor: Herman J. Kuehne and Esther G. Kuehne, husband and wife

Lessee: High Plains Energy Company

Recorded: Book 980, Page 418, Campbell County, Wyoming

Location: Township 51 North, Range 70 West, 6th P.M.,
Campbell County, Wyoming
Section 24: NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXHIBIT 1



9781 S. MERIDIAN BLVD., SUITE 325
ENGLEWOOD, CO 80112
Ph: (303) 299-9097 – Fax: (303) 299-9087
www.rockcreekresources.com

August 3, 2017

Ms. Lisa McCartney
Blair Oil Investments
730 17th Street, Suite 240
Denver, CO 80202-3506

Re: Offer to Purchase
South Marnie Unit
Campbell County, Wyoming

Dear Ms. McCartney:

Thank you for returning the successor operator election and we are happy to provide Blair with an offer for your interest in South Marnie. This field was acquired as part of a larger transaction with Devon and due to its past economic performance it is somewhat difficult to value. It has lost money for the past few years and unfortunately the well was down when we took over operations on July 1st which required getting a rig and changing out the pump. We also need to plug and abandon one of the inactive injector wells. So we're already starting behind the curve.

With that as a background and the uncertainty surrounding a single well property, we would offer \$11,000 for Blair's interest in the well and leases. This offer is based upon Blair owning a .0633852 WI and .05229299 RI, with an effective date of July 1, 2017. This offer is open until 5:00 PM, Friday August 28, 2017 and is subject to verification of title.

If this offer is acceptable, please return one copy of this letter executed in the space provided below and return to me via email or mail and we'll prepare an assignment for your execution. Thanks for your consideration and feel free to let me know if you have any questions.

Yours Truly,

Stephen K. Frazier
CEO
(303) 382-2167
sfrazier@rockcreekresources.com

Agreed to and Accepted this 28th day of August, 2017.

By:

Title:

EXHIBIT 2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”) dated December 1, 2016, is between Blair Oil Investments, LLC (“*Seller*”), a _____ limited liability company, with offices at _____, and Rock Creek Energy, LLC (“*Purchaser*”), a Colorado limited liability company, with offices at 9781 S. Meridian Blvd., Suite 325, Englewood, Colorado 80112. Purchaser and Seller are sometimes referred to herein as the “*Parties*,” or individually as a “*Party*.”

RECITALS

Seller is the owner of a non-operated interest in and to certain oil, gas, and injection wells, and oil and gas Leases together with the related rights and assets as hereinafter defined and described (the “*Assets*”); and

Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Assets in the manner and upon the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, the Parties covenant and agree as follows:

ARTICLE 1 PURCHASE AND SALE

Section 1.1 Purchase and Sale.

At the Closing, but effective as of the Effective Date (as defined in Section 1.3 below), upon the terms and subject to the conditions of this Agreement, Seller shall sell and convey to Purchaser and Purchaser shall purchase, acquire, accept and pay for the Assets (as defined in Section 1.2 below) and to assume the obligations attributable to the Assets.

Section 1.2 Assets.

Subject to the Exclusions set forth in Section 1.3, all of the following shall be considered the “*Assets*”:

(a) All of Seller's right, title and interest in, to and under the oil and gas leases described on Exhibit A attached hereto (the “*Leases*”).

(b) All of Seller's right, title and interest in and to the Wells, including casing, tubing, and any other equipment installed within the Well or placed on the Leases for the exclusive operation thereof as described on Exhibit “B”.

(c) All of Seller's right, title and interest in and to all oil, gas, natural gas liquids, petroleum, condensate, and associated hydrocarbon substances that may be produced from or attributable to the Well after the Effective Date, together with the products refined and manufactured therefrom (“*Hydrocarbons*”).

(d) To the extent transferable, Seller's interests in and under all contracts, agreements and instruments by which the Assets are bound, to the extent applicable to the Well, including, without limitation, operating agreements, Hydrocarbon purchase, sales, balancing, processing,

gathering, treatment, compression and transportation agreements, surface agreements, and all other executory contracts and agreements pertaining specifically to the Well, Leases, or Hydrocarbons.

(e) All of Seller's undivided right, title and interest in and to all equipment, machinery, fixtures, heaters, treaters, gathering lines, flow lines, gas lines, water lines, vessels, tanks, boilers, flares or vapor recovery units, separators, platforms, machinery, tools, treating equipment, pipelines, power lines, telephone and communication lines, transportation and communication facilities, and other tangible personal property and improvements located on and used or held for use solely in connection with the operation of the Wells (the "*Equipment*").

(f) All of Seller's title opinions, ownership decks, well files and other records specifically including all Authorizations for Expenditure (AFE) prepared and submitted by the operator related to or associated with the Wells, to the extent the Records are in the possession of Seller, the foregoing shall be referred to as the "*Records*").

Section 1.3 Effective Date.

The effective date of the conveyance of the Assets is July 1, 2017 (the "*Effective Date*"). Except as otherwise specifically provided herein, Purchaser shall be entitled to all income, proceeds, receipts and credits earned with respect to the Assets from or after the Effective Date, and shall be responsible for all Property Costs incurred from and after the Effective Date, specifically including all costs associated with the drilling, completion and equipping of the Well. Seller shall be responsible for all Property Costs incurred prior to the Effective Date.

For purposes of this Agreement, the term "*Property Costs*" means all operating expenses and capital expenditures incurred in the ownership and operation of the Assets in the ordinary course of business, including (i) costs incurred in drilling, testing, completing, producing, processing or other operations related to the Assets, (ii) royalty payments, (iii) costs for the maintenance of any Asset, and (iv) costs of any exploration or development activities on the Assets or related to drilling, completion, recompletion, or workover activities on the Well.

Section 1.4 Conveyance.

Seller shall convey the Assets to Purchaser at the Closing by a Assignment, Conveyance and Bill of Sale in the form of Exhibit C attached hereto (the "*Conveyance*")

ARTICLE 2 PURCHASE PRICE

Section 2.1 Purchase Price.

The purchase price for the Assets shall be a payment of Eleven Thousand Dollars (\$11,000.00) (the "*Purchase Price*"), payable at Closing.

Section 2.2 Closing.

Upon the terms and subject to the conditions of this Agreement, the closing of the transaction contemplated by this Agreement (the “Closing”) will take place at 10:00 a.m., at the offices of Seller on _____, 2017, or at such other time, at such other place, or in such other manner as shall be agreed upon by the Parties.

Section 2.6 Deliveries at the Closing.

At the Closing, the following events shall occur, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

- (a) the Parties shall execute, acknowledge and deliver the Conveyance in sufficient counterparts for recording in Campbell County, Wyoming;
- (b) Purchaser shall deliver or cause to be delivered to Seller the Purchase Price;
- (c) Seller and Purchaser shall take such other actions and deliver such other documents as are contemplated by this Agreement.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Purchaser as follows:

Section 3.1 Disclaimers.

EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN THIS ARTICLE 3 AND IN THE CONVEYANCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO (I) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (II) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, OR (III) THE CONDITION, QUALITY, SUITABILITY OR DESIGN OF THE WELL, WELLBORE AND OTHER ASSETS, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR COMPLETION, PRODUCTION OR ANY OTHER PARTICULAR PURPOSE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT PURCHASER SHALL BE DEEMED TO BE OBTAINING THE WELL, ANY EQUIPMENT AND OTHER TANGIBLE PROPERTY IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, “AS IS” AND “WHERE IS” WITH ALL FAULTS AND THAT PURCHASER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PURCHASER DEEMS APPROPRIATE.

Section 3.2 Existence and Qualification.

Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of _____, and Seller is duly qualified to do business in Colorado and Wyoming.

Section 3.3 Power and Authorization.

Seller has the power to enter into and perform this Agreement and consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement, and the performance of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of Seller.

Section 3.4 Enforceability.

This Agreement has been duly executed and delivered by Seller (and all documents required hereunder to be executed and delivered by Seller at Closing will be duly executed and delivered by Seller) and this Agreement constitutes, and at the Closing such documents will constitute, the valid and binding obligations of Seller, enforceable in accordance with their terms except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally as well as by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.5 Litigation.

As of the date of this Agreement, there are no actions, suits or proceedings pending or, to Seller's knowledge, threatened, before any court or other governmental, regulatory or administrative court, authority, agency, panel or commission ("*Governmental Entity*") with respect to the Assets or Seller's ownership of the Assets.

Section 3.6 Taxes and Assessments.

(a) To Seller's knowledge, Seller has (giving effect to all extensions obtained) duly and timely filed (or there has been filed on its behalf) with the appropriate Governmental Entities all income and other material Tax Returns required to be filed by it with respect to the Assets, and all such Tax Returns are true, correct and complete in all material respects and timely paid or there has been paid on its behalf all material Taxes due and payable with respect to the Assets.

(b) To Seller's knowledge, there are no liens for Taxes upon the Assets except for statutory liens for current Taxes not yet due or liens for Taxes being contested in good faith.

(c) To the knowledge of Seller, no federal, state, local or foreign audits, reviews or other administrative proceedings or court proceedings exist or have been initiated with regard to any Taxes or Tax Returns relating to the Assets, and none of Seller or its subsidiaries has received any written notice of such an audit.

(d) For purposes of this Agreement, the following terms shall have the meanings ascribed to them:

(i) "*Tax Return*" means any report of Taxes due, any claims for refund of Taxes paid, any information return with respect to Taxes or any other similar report, statement, declaration, or document required to be filed under applicable Tax Law, including any

attachments, exhibits or other materials submitted with any of the foregoing and including any amendments or supplements to any of the foregoing.

(ii) “*Tax*” or “*Taxes*” means all taxes, charges, levies, fees, or other assessments imposed by any federal, state, local or foreign Tax Authority, including, but not limited to, any income, gross income, gross receipts, profits, capital stock, franchise, business, withholding payroll, social security, workers’ compensation, unemployment, disability, property, ad valorem, stamp, excise, occupation, service, sales, use, license, lease, transfer, import, export, value added, goods and services, alternative minimum, estimated or other similar tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

(iii) “*Tax Authority*” means, with respect to any Tax, the Governmental Entity that imposes such Tax and the agency (if any) charged with the collection or administration of such Tax for such entity.

(iv) “*Tax Law*” means the law (including any applicable regulations or any administrative pronouncement) of any Governmental Entity relating to any Tax.

Section 3.7 Compliance with Laws.

To Seller's knowledge, the Assets have been operated in material compliance with all applicable statutes, rules, regulations and ordinances of Governmental Entities, except such failures to comply as would not, individually or in the aggregate, have a material adverse effect.

Section 3.8 Consents and Preferential Purchase Rights.

To Seller’s knowledge, none of Assets are subject to any preferential rights to purchase which would become exercisable as a result of the transactions contemplated by this Agreement, and no third-party consents to assignment are required with respect to the transactions contemplated by this Agreement, except consents and approvals of assignments by Governmental Entities that are customarily obtained after Closing.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants as follows:

Section 4.1 Existence and Qualification.

Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Colorado.

Section 4.2 Power and Authorization.

Purchaser has the power to enter into and perform this Agreement and consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this

Agreement, and the performance of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of Purchaser.

Section 4.3 Enforceability.

This Agreement has been duly executed and delivered by Purchaser (and all documents required hereunder to be executed and delivered by Purchaser at Closing will be duly executed and delivered by Purchaser) and this Agreement constitutes, and at the Closing such documents will constitute, the valid and binding obligations of Purchaser, enforceable in accordance with their terms except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally as well as by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.4 Litigation.

There are no actions, suits or proceedings pending, or to Purchaser's knowledge, threatened, before any court or other Governmental Entity against Purchaser which are reasonably likely to impair Purchaser's ability to perform its obligations under this Agreement or any document required to be executed and delivered by Purchaser at Closing.

Section 4.5 Independent Investigation.

Purchaser acknowledges and affirms that (a) it has completed its independent investigation, verification, analysis and evaluation of the Assets and (b) it has made all such reviews and inspections of the Assets as it deems necessary or appropriate. Except for the representations and warranties expressly made by Seller in Article 3 of this Agreement and in the Conveyance, Purchaser acknowledges that there are no representations or warranties, express or implied, as to the Assets and that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser will rely solely upon its own independent investigation, verification, analysis and evaluation.

**ARTICLE 5
COVENANTS**

Section 5.1 Records.

(a) Within five business days of the Closing, Seller shall make the originals or copies of its Records in respect of the Assets available for pickup by Purchaser; provided that Seller shall have the right to keep copies of such Records. Purchaser agrees that it shall preserve and keep all Records in respect of the Assets that relate to periods prior to the Closing, or to matters for which Seller may be required to provide indemnification hereunder, for a period of seven years from the Closing Date (or any longer period required by applicable law or until the final resolution of any matters for which Seller may be required to provide indemnification hereunder), and shall give Seller, at its sole cost, reasonable access to such Records during normal business hours.

(b) Subject to applicable law and any applicable contractual restrictions, if following the Closing a Party (or its affiliates) is in possession of any information relating to the Assets which

the other Party requires in order to prepare documents required to be filed with Governmental Entities or its financial statements, such Party shall furnish such information to the other Party as soon as reasonably practicable following a written request for such information.

ARTICLE 6 TAX MATTERS

Section 6.1 Cooperation.

Purchaser and the Seller covenant and agree that subsequent to the Closing, upon reasonable notice and during normal business hours, they will (a) give the other Party and its representatives information, books and records relevant to the Assets, to the extent necessary to enable the other party to prepare its Tax Returns or determine the amount of any Tax benefit the requesting Party may be entitled to receive pursuant to this Agreement, and (b) provide the other Party with such information, books and records as may reasonably be requested in connection with any Tax Return, inquiry, election, audit or other examination by any Tax Authority, or judicial or administrative proceedings relating to liability for Taxes with respect to the Assets.

Section 6.2 Sales Taxes and Assessments.

All sales, use, transfer and similar taxes or assessments (including duties, levies and other governmental charges incurred by or imposed on the Parties with respect to the property transfers or other transactions undertaken pursuant to this Agreement) arising from or payable by reason of the conveyance of the Assets to Purchaser (“*Transfer Taxes*”) will be borne by Purchaser. Seller will determine, and Purchaser will cooperate with Seller in determining the amount of any Transfer Taxes, if any, that is due in connection with the transactions contemplated by this Agreement and Purchaser agrees to pay any such Transfer Tax to Seller or to the appropriate Governmental Entity. If any of the transactions contemplated by this Agreement are exempt from any such Transfer Taxes upon the filing of an appropriate certificate or other evidence of exemption, Purchaser will timely furnish to Seller such certificate or evidence.

Section 6.3 Ad Valorem and Other Taxes.

Ad valorem, real property, personal property, severance, production, and similar Taxes attributable to the Assets that become due and payable after the Effective Date shall be paid by Purchaser. Any ad valorem, real property, personal property, severance, production, and similar Taxes attributable to the Assets that become due and payable and specifically relate to the period prior to the Effective Date shall be paid by Seller.

ARTICLE 7 ASSUMPTION OF LIABILITIES AND INDEMNIFICATION

Section 7.1 Purchaser's Assumption of Liability.

From and after the Closing, Purchaser shall assume and pay, perform, fulfill and discharge and release Seller from all costs, liabilities and obligations arising under the Leases, Contracts, and applicable Law with respect to the Assets, including any and all Environmental Liabilities or Other Liabilities are attributable to the period of time, before, on and after the Effective Date.

Section 7.2 Indemnification.

(a) From and after Closing, subject to Section 7.2(b) and the other provisions of this Article 7, Purchaser shall indemnify, defend and hold harmless Seller from and against all Damages incurred or suffered by Seller:

- (i) caused by or arising out of or resulting from Purchaser's breach of any of Purchaser's covenants or agreements contained in this Agreement, and
- (ii) caused by or arising out of or resulting from any breach of any representation or warranty made by Purchaser contained in Article 4 of this Agreement.
- (iii) caused by or arising out of or resulting from the Assumed Obligations.

(b) From and after Closing, subject to the other provisions of this Article 7, Seller shall indemnify, defend and hold harmless Purchaser from and against all Damages incurred or suffered by Purchaser:

- (i) caused by or arising out of or resulting from Seller's breach of any of Seller's covenants or agreements contained in this Agreement, and
- (ii) caused by or arising out of or resulting from any breach of any representation or warranty made by Seller contained in Article 3 of this Agreement.

(c) The term "*Damages*" for purposes of this Agreement shall mean the amount of any actual liability, loss, cost, expense, claim, award or judgment incurred or suffered by any Indemnified Person arising out of or resulting from the indemnified matter, whether attributable to personal injury or death, property damage, contract claims, torts, or otherwise, including reasonable fees and expenses of attorneys, consultants, accountants or other agents and experts reasonably incident to matters indemnified against, and the costs of investigation and/or monitoring of such matters, and the costs of enforcement of the indemnity. In no event shall either Party be liable to the other Party for any exemplary, punitive, special, indirect consequential, remote or speculative damages; provided, however, that if any Indemnified Person is held liable to a third party for any of such damages and the Indemnifying Person is obligated to indemnify the Indemnified Person hereunder for the matter that gave rise to such damages, then the Indemnifying Person shall be liable for and obligated to reimburse the Indemnified Person for such damages.

Section 7.3 Indemnification Actions.

All claims for indemnification under Section 7.2 shall be asserted and resolved as follows:

(a) For purposes of this, the term "*Indemnifying Person*" when used in connection with particular Damages shall mean the Person or Persons having an obligation to indemnify another Person or Persons with respect to such Damages pursuant to this Article 7, and the term "*Indemnified Person*" when used in connection with particular Damages shall mean the Person or Persons having the right to be indemnified with respect to such Damages by another Person or Persons pursuant to this Article 7.

(b) To make claim for indemnification under Section 7.2, an Indemnified Person shall in good faith notify the Indemnifying Person of its claim under this Section 7.3, including the specific details and evidence of and specific basis under this Agreement for its claim (the "*Claim*

Notice”). In the event that the claim for indemnification is based upon a claim by a third party against the Indemnified Person (a “Claim”), the Indemnified Person shall provide its Claim Notice promptly after the Indemnified Person has actual knowledge of the Claim and shall enclose a copy of all papers (if any) served with respect to the Claim; provided that the failure of any Indemnified Person to give notice of a Claim as provided in this Section 7.3 shall not relieve the Indemnifying Person of its obligations under Section 7.2 except to the extent such failure results in insufficient time being available to permit the Indemnifying Person to effectively defend against the Claim or otherwise materially prejudices the Indemnifying Person’s ability to defend against the Claim. In the event that the claim for indemnification is based upon an inaccuracy or breach of a representation, warranty, covenant or agreement, the Claim Notice shall specify the representation, warranty, covenant or agreement that was inaccurate or breached.

(c) In the case of a claim for indemnification based upon a Claim, the Indemnifying Person shall have 10 days from its receipt of the Claim Notice to notify the Indemnified Person whether it admits or denies its liability to defend the Indemnified Person against such Claim under this Article 7. If the Indemnifying Person does not notify the Indemnified Person within such 10-day period whether the Indemnifying Person admits or denies its obligation to defend the Indemnified Person, it shall be conclusively deemed obligated to provide such indemnification hereunder. The Indemnified Person is authorized, prior to and during such 10-day period, to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Person and that is not prejudicial to the Indemnifying Person.

(d) If the Indemnifying Person admits its obligation, it shall have the right and obligation to diligently defend, at its sole cost and expense, the Claim. The Indemnifying Person shall have full control of such defense and proceedings, including any compromise or settlement thereof. If requested by the Indemnifying Person, the Indemnified Person agrees to cooperate in a commercially reasonable manner in contesting any Claim which the Indemnifying Person elects to contest and in determining whether to assert any counterclaim or cross-complaint against any Person. The Indemnified Person may at its own expense participate in, but not control, any defense or settlement of any Claim controlled by the Indemnifying Person pursuant to this Section 7.3(d). An Indemnifying Person shall not, without the written consent of the Indemnified Person, settle any Claim or consent to the entry of any judgment with respect thereto which (i) does not result in a final resolution of the Indemnified Person’s liability with respect to the Claim (including, in the case of a settlement, an unconditional written release of the Indemnified Person) or (ii) may materially and adversely affect the Indemnified Person (other than as a result of money damages covered by the indemnity).

(e) If the Indemnifying Person does not admit its obligation or admits its obligation but fails to diligently defend or settle the Claim, then the Indemnified Person shall have the right to defend against the Claim (at the sole cost and expense of the Indemnifying Person, if the Indemnified Person is entitled to indemnification hereunder), with counsel of the Indemnified Person’s choosing, subject to the right of the Indemnifying Person to admit its obligation and assume the defense of the Claim at any time prior to settlement or final determination thereof. If the Indemnifying Person has not yet admitted its obligation to provide indemnification with respect to a Claim, the Indemnified Person shall send written notice to the Indemnifying Person of any proposed settlement and the Indemnifying Person shall have the option for 10 days following receipt of such notice to (i) admit in writing its obligation to provide indemnification with respect to the Claim and (ii) if its obligation is so admitted, reject, in its reasonable judgment, the proposed

settlement. If the Indemnified Person settles any Claim over the objection of the Indemnifying Person after the Indemnifying Person has timely admitted its obligation in writing and assumed the defense of the Claim, the Indemnified Person shall be deemed to have waived any right to indemnity therefor.

(f) In the case of a claim for indemnification not based upon a Claim, the Indemnifying Person shall have 30 days from its receipt of the Claim Notice to (i) cure the Damages complained of, (ii) admit its obligation to provide indemnification with respect to such Damages or (iii) dispute the claim for such Damages. If the Indemnifying Person does not notify the Indemnified Person within such 30-day period that it has cured the Damages or that it disputes the claim for such Damages, the Indemnifying Person shall be conclusively deemed obligated to provide such indemnification hereunder.

Section 7.4 Limitation on Actions.

(a) The representations and warranties of the Parties in Article 3 and Article 4 and the covenants and agreements of the parties contained in Article 5, shall survive the Closing for a period of six months after the Closing Date, at which time they will expire, except as otherwise provided below. Representations and warranties of either party regarding Tax matters shall survive until the expiration of the applicable statute of limitations period. The remainder of this Agreement shall survive the Closing without time limit, except as may otherwise be expressly provided herein. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration, provided that there shall be no termination of any *bona fide* claim asserted pursuant to this Agreement with respect to a breach of a representation, warranty, covenant or agreement prior to its expiration date.

(b) The indemnities in Sections 7.2(a)(i), 7.2(a)(ii), and 7.2(b)(ii) shall terminate as of the expiration date of each respective representation, warranty, covenant or agreement, that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the Indemnifying Person on or before such termination date. The indemnities in Section 7.2(a)(i) shall continue without time limit, subject to the applicable statute of limitations for filing an action.

(c) The amount of any Damages for which an Indemnified Person is entitled to indemnity under this Article 7 shall be reduced by the amount of insurance proceeds actually received by the Indemnified Person or its Affiliates with respect to such Damages (net of any collection costs).

ARTICLE 8 MISCELLANEOUS

Section 8.1 Notices.

All notices and other communications hereunder must be in writing and will be effective upon receipt. Notice must be given (i) by personal delivery to the appropriate address as set forth below (or at such other address for the Party as specified by like notice), (ii) by reliable overnight

courier service to the appropriate address as set forth below (or at such other address for the Party as specified by like notice), or (iii) by email with read receipt, with follow-up copy by reliable overnight courier service the next business day:

if to Seller, to:

Blair Oil Investments, LLC
c/o McCartney Engineering, LLC
4251 Kipling Street, Suite 474
Wheat Ridge, CO 80033
Telephone: 303.830.7208

if to Purchaser, to:

Rock Creek Energy, LLC
9781 S. Meridian Blvd., Suite 325,
Englewood, Colorado 80112
Attn: Steve Frazier
Telephone: 303-982-2167

Section 8.2 Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument. This Agreement must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by electronic mail as an attachment in portable document format shall constitute effective delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement shall not be effective until both Parties have executed and delivered a counterpart.

Section 8.3 Entire Agreement; Assignment.

(a) This Agreement, the exhibits hereto and the documents and certificates delivered in connection herewith constitute the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

(b) This Agreement shall not be assigned by a Party by operation of law or otherwise.

Section 8.4 Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to any applicable conflicts of law principles. The Parties expressly and irrevocably (a) consent to the exclusive jurisdiction of the federal or state courts sitting in the City and County of Denver, (b) agree not to bring any action related to this Agreement or the transactions contemplated hereby in any other court (except to enforce the judgment of such courts), and (c) agree not to object to venue in such courts or to claim that such forum is

inconvenient. Final judgment by such courts shall be conclusive and may be enforced in any manner permitted by law.

Section 8.5 No Merger.

None of the provisions of this Agreement shall be deemed to have merged with any assignment or other instrument hereafter executed.

Section 8.6 Publicity.

Neither Party shall issue any press release or other announcement with respect to the transactions contemplated by this Agreement without prior written notice to the other Party, and any press release or other announcement may be issued only after giving the other Party a reasonable opportunity to consult with respect to the content thereof.

Section 8.7 Binding Nature; No Third Party Beneficiaries.

This Agreement shall be binding upon and inure solely to the benefit of each Party and its permitted successors and assigns, and except as otherwise expressly set forth herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 8.8 Severability.

If a court of competent jurisdiction determines that any term, condition or provision of this Agreement is void, illegal, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this Agreement shall remain in full force and effect, and the terms, conditions and provisions that are determined to be void, illegal, unenforceable or unconscionable shall be deemed severed from this Agreement as if this Agreement had been executed with the invalid provisions eliminated; provided, however, that notwithstanding the foregoing, if the removal of such provisions destroys the material purpose of this Agreement, this Agreement shall no longer be of any force or effect.

Section 8.9 Interpretation.

For purposes of interpreting the provisions of this Agreement, the Parties acknowledge and agree that: (i) this Agreement is the result of negotiations between the Parties, and their respective counsel; (ii) the Parties are deemed to have equal bargaining power and position; (iii) the Parties are deemed to have drafted this Agreement jointly; and (iv) the rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BLAIR OIL INVESTMENTS, LLC

By: _____
Name:
Title:

ROCK CREEK ENERGY, LLC

By: _____
Name: Stephen K. Frazier
Title: CEO Rock Creek Resources, LLC, Manager

EXHIBIT "A"

Attached to and made a part of that certain PURCHASE AND SALE AGREEMENT , between Blair Oil Investments, LLC and Rock Creek Energy, LLC, dated effective July 1, 2017

LEASES

Lessor: Herman J. Kuehne and Esther G. Kuehne, husband and wife

Lessee: High Plains Energy Company

Recorded: Book 980, Page 418, Campbell County, Wyoming

Location: Township 51 North, Range 70 West, 6th P.M.,
Campbell County, Wyoming
Section 24: NE ¼ SW ¼, SW ¼ SE ¼

EXHIBIT "B"

Attached to and made a part of that certain PURCHASE AND SALE AGREEMENT, between Blair Oil

Investments, LLC and Rock Creek Energy, LLC, dated effective July 1, 2017

WELLS

WELL NAME:	Herman Kuehne Fee 23-24
API:	49-005-29544
COUNTY:	Campbell County, WY
DESCRIPTION	<u>TOWNSHIP 51 NORTH, RANGE 70W</u> SECTION 24: NE/4SW/4

WELL NAME:	Kuehne Fee 14-24 (Injection)
API:	49-005-29491
COUNTY:	Campbell County, WY
DESCRIPTION	<u>TOWNSHIP 51 NORTH, RANGE 70W</u> Section 24: SW/4SW/4

WELL NAME:	Kuehne Fee 13-24 (Injection)
API:	49-005-29600
COUNTY:	Campbell County, WY
DESCRIPTION	<u>TOWNSHIP 51 NORTH, RANGE 70W</u> Section 24: NW/4SW/4

EXHIBIT "C"

Attached to and made a part of that certain PURCHASE AND SALE AGREEMENT, between Blair Oil

Investments, LLC and Rock Creek Energy, LLC, dated effective July 1, 2017

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING §
 § KNOW ALL MEN BY THESE PRESENTS:
 §
COUNTY OF CAMPBELL §

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (“Assignment”), dated effective as of July 1, 2017 (the “Effective Date), is from **Blair Oil Investments LLC** a _____ limited liability company, whose address is 1499 Blake Street, Suite 41, Denver, CO 80202 (“ASSIGNOR”), to **Rock Creek Energy, LLC**, a Colorado Limited Liability Company with a mailing address of 9781 S. Meridian Blvd., Suite 325, Englewood, CO 80112 (“ASSIGNEE”).

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby CONVEYS AND QUITCLAIMS all of ASSIGNOR’s right, title and interest in and to (i) the oil and gas leases described on Exhibit “A” attached hereto (herein called the “Leases”), subject to the terms, conditions, covenants, obligations, expressed reservations and exceptions contained therein, insofar, and only insofar, as the Leases cover and relate to the lands described on Exhibit “A” (herein called the “Lands”); (ii) the wellbores described on Exhibit “B” attached hereto (herein called the “Wells”); (iii) together with all the property and rights incident thereto, including all rights in, to and under all unit, pooling and other agreements, leases, permits, rights-of-way, surface and subsurface rights, easements, licenses, farmouts, and orders (the “Contracts”), only insofar as any unit, pooling and other agreements, leases, permits, rights-of-way, easements, licenses, farmouts, and orders pertain to the Lands or as those surface and subsurface rights, easements or licenses permit or authorize the movement of any produced fluids including oil and gas from the Lands through those adjoining lands; and (iv) to the extent owned by ASSIGNOR, ASSIGNOR’s interest in the equipment and facilities located on the Lands including but not limited to fences, gates, cattle guards, roads, wellheads, pumping units, heaters, treaters, separators, tanks, pits, valves, meters, and flow lines (hereinafter called the “Facilities”) (collectively, the “Interests”)

THE ASSIGNMENT AND CONVEYANCE OF THE INTERESTS IS MADE “AS IS”, “WHERE IS” IN THEIR PRESENT CONDITION WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND AND SHALL BE WITHOUT RECOURSE AGAINST ASSIGNOR OR ITS SUBSIDIARIES OR AFFILIATES WHATSOEVER. ASSIGNEE ACKNOWLEDGE AND AGREE THAT ASSIGNOR HAS MADE NO REPRESENTATION AND WARRANTY AS TO THE LEASES, LANDS, WELLS, CONTRACTS AND/OR FACILITIES, OR ANY RESERVES OF HYDROCARBONS ATTRIBUTABLE THERETO. ASSIGNEE ACKNOWLEDGES

THAT THE LANDS DESCRIBED IN THE LEASES HAVE BEEN USED FOR OIL AND GAS OPERATIONS IN THE PAST.

All operating expenses, proceeds of production, royalties, and ad valorem, property, production, extraction, severance and similar taxes based upon or measured by ownership of the Leases or production from the Wells and Lands incurred or accrued on and after the Effective Date shall be paid by ASSIGNEE. ASSIGNOR shall be responsible for paying or reimbursing ASSIGNEE, (whichever the case might be), for all operating expenses, proceeds of production, royalties, and ad valorem, property, production, extraction, severance and similar taxes based upon or measured by ownership of the Leases or production from the Wells and Lands incurred or accrued prior to the Effective Date. Whichever party receives the tax statements will promptly forward those statements to the party or parties owing the applicable taxes. If a party or parties pay the taxes owing by another party or parties, each party receiving the benefit of that payment will promptly reimburse the paying party or parties their respective pro rata shares promptly after its receipt of an invoice accompanied by evidence of the payment. ASSIGNEE will pay all applicable state, county, municipal or governmental sales or use taxes charged, levied or associated with the sale of the Interests to ASSIGNEE. ASSIGNOR and ASSIGNEE will cooperate to account for operating expenses, proceeds of production and royalties allocated under this Assignment and will resolve allocations, if any, no later than 180 days from the Effective Date.

ASSIGNOR covenants with ASSIGNEE, its successors and assigns, that ASSIGNOR will at ASSIGNEE's request and without further consideration, execute and deliver such further instruments of conveyance, assignment, transfer and division orders and other documents, and will do all such other acts and things as may be necessary more fully to assure to ASSIGNEE or its successors or assigns, all of the respective rights and interests herein and hereby granted or intended to be granted in accordance with the provisions hereof. Separate assignments may be executed on officially approved forms by ASSIGNOR to ASSIGNEE, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interest conveyed by such separate assignments is the same, and not in addition to, the interest conveyed herein.

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Upon the mutual execution and delivery of this Assignment and delivery of the consideration to ASSIGNOR, ASSIGNEE will promptly file this Assignment with the land records of all counties in which the Interest are located and will provide ASSIGNOR with a file-stamped copy of such filings.

This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and delegates. Neither party's rights under this Assignment will be deemed waived except by a writing signed by that party.

This Assignment is made subject to all of the terms, provisions and conditions of the Leases and Contracts and ASSIGNEE assume all of the obligations of ASSIGNOR under the Leases, Contracts, and Wells. The Leases and Wells are delivered subject to those burdens of record as of the Effective Date of this Assignment.

EXECUTED by ASSIGNOR and ASSIGNEE on the dates reflected in the acknowledgements of execution, but effective for all purposes as of the Effective Time.

ASSIGNOR:

BLAIR OIL INVESTMENTS, LLC

By: _____
Title: _____

ASSIGNEE:

ROCK CREEK ENERGY, LLC

Stephen K. Frazier
CEO/President of Rock Creek Resources, LLC
Manager

ACKNOWLEDGEMENTS

STATE OF COLORADO §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017 by _____, as _____ of Blair Oil Investments, LLC, on behalf of the limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO §
COUNTY OF DOUGLAS §

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017 by Stephen K. Frazier, as CEO/President of Rock Creek Resources, LLC, Manager of the limited liability corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)
)
BLAIR OIL INVESTMENTS, LLC,) Case No. 15-15009-TBM
)
Debtor.) Chapter 11

**ORDER GRANTING MOTION FOR AUTHORITY TO SELL OIL AND GAS
INTERESTS AS PROPERTY OF THE BANKRUPTCY ESTATE FREE AND CLEAR
OF LIENS, AND TO PAY CUSTOMARY CLOSING COSTS**

THIS MATTER having come before the Court on Blair Oil Investments, LLC's Motion for Authority to Sell Oil and Gas Interests as Property of the Estate free and clear of liens pursuant to 11 U.S.C. §§ 363(b) and (f), and pay at closing customary closing costs and taxes ("Combined Motion"), the Court hereby

FINDS that the Debtor is the owner of an interest in certain oil and gas leases with wells and production equipment, oil and gas fixtures and personal property located thereon (collectively the "South Marnie Interests.") Such South Marnie Interests are located in Campbell County, Wyoming and are legally described as set forth on Exhibit A attached hereto. The Court

FURTHER FINDS that Rock Creek Energy, LLC ("Rock Creek") is purchasing the South Marnie Interests in good faith within the meaning of 11 U.S.C. §363(m), as the Debtor and Rock Creek entered into the Purchase and Sale Agreement after negotiations. The Court

FINDS that the sale of the Debtor's South Marnie Interests is in the best interest of the estate and the creditors of the estate. The Court therefore

ORDERS that the Debtor's Combined Motion is GRANTED. The Court

ORDERS that pursuant to 11 U.S.C. §§363(b) and (f), the Debtor is Authorized to Sell all of its right, title and interest in the South Marnie Interests (together with the related equipment, personal property and fixtures) to Rock Creek free and clear of any liens, claims and interests, including, but not limited to any tax liens, any recorded or potential mechanics' liens against the South Marnie Interests. The Court

FURTHER ORDERS that the sale of the South Marnie Interests to Rock Creek under the terms of the Purchase and Sale Agreement, as more fully described in the Combined Motion, is APPROVED. The Court

FURTHER ORDERS that the Debtor is authorized to execute and deliver any documents and instruments necessary, and to take all other actions as may be necessary and appropriate, to effectuate the sale of the South Marnie Interests as described therein. The Court

FURTHER ORDERS that the Debtor is authorized to pay at closing all customary, reasonable and necessary costs of sale, such as such as recording fees, prorated real property taxes, sales taxes, and other closing costs, from the gross sale proceeds of the sale of the South Marnie Interests. The Court

FURTHER ORDERS that the stay of execution on this Order imposed by Fed.R.Bank.P.6004(h) is lifted.

Dated this ____ day of _____, 2017.

BY THE COURT

U.S. BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)
)
BLAIR OIL INVESTMENTS, LLC,) Case No. 15-15009-TBM
)
Debtor.) Chapter 11

CERTIFICATE OF SERVICE

9013-1 CERTIFICATE OF SERVICE OF MOTION, NOTICE AND PROPOSED ORDER

The undersigned certifies that on September 21, 2017, I served by prepaid first class mail [or (other acceptable means, i.e. via hand delivery)] a copy of the *Motion for Authority to Sell Oil and Gas Interests as Property of the Bankruptcy Estate Free and Clear of Liens, and to Pay Customary Closing Costs*, notice and proposed order on all parties against whom relief is sought and those otherwise entitled to service pursuant to FED.R.BANKR.P. and these L.B.R. at the following addresses:

Blair Oil Investments, LLC
c/o Jeffrey A. Weinman
Chapter 7 Trustee
730 17th Street, Ste. 240
Denver, CO 80202

Caroline C. Fuller
1801 California Street, Ste. 2600
Denver, CO 80202

Lori C. Hulbert
Julie N. Noonan
1828 Clarkson Street, Ste. 100
Denver, CO 80218

David M. Miller
370 17th Street, Ste. 4800
Denver, CO 80202

Benjamin Swartzendruber
5334 S. Prince Street
Littleton, CO 80120

Risa Lynn Wolf-Smith
555 17th Street, Ste. 3200
Denver, CO 80202

US Trustee
Byron G. Rogers Federal Bldg.
1961 Stout Street, Ste. 12-200
Denver, CO 80294

2002-1 CERTIFICATE OF SERVICE OF NOTICE

The undersigned further certifies that on September 21, 2017, I served by prepaid first class mail [or (other acceptable means, i.e. via hand delivery)] a copy of the foregoing Notice in accordance with FED.R.BANKR.P. 2002 and 11 U.S.C. §342(c) (is applicable) on parties in interest contained on the attached list, which is a copy of the Court's Creditor Address Mailing Matrix for this case, obtained from PACER on September 21, 2017, and, if applicable, other interested parties the movant mailed notice at the following addresses:

Dated: September 21, 2017

/s/ Sharon E. Fox
By: _____
For Buechler & Garber, LLC

Label Matrix for local noticing 1082-1 Case 15-15009-TBM District of Colorado Denver Thu Sep 21 09:58:49 MDT 2017	Audrey R. Blair Revocable Trust C/O Lori Hubert 326 Main Street Sterling, CO 80751-4345	Audrey R. Blair Revocable Trust Christopher Blair, Successor Trustee Hulbert & Associates, LLC 1828 Clarkson Street Denver, Colorado 80218-1030
Big Dipper Hot Oil Service, Inc. 1005 South O Street Blackwell, OK 74631-6409	Blair Oil Investments, LLC c/o Jeffrey A. Weinman Chapter 7 Trustee 730 17th St., Ste. 240 Denver, CO 80202-3506	Kenneth J. Buechler 999 18th St. Ste., 1230 S Denver, CO 80202-2499
Caerus Operating, LLC P.O. Box 912621 Denver, CO 80291-0408	Card Member Services PO Box 790408 St. Louis, MO 63179-0408	City and County of Denver/Treasury Attn: Karen Katros, Bankruptcy Analyst 201 W. Colfax Ave., Department 1001 Denver, CO 80202-5332
Cochran Chemical Company 1800 Ray Davis Blvd. Seminole, OK 74868-3508	David Sell, LLC P.O. Box 182 Pawhuska, OK 74056-0182	David Sell, LLC c/o Hilton Law Office 512 W. Rogers Blvd. Skiatook, OK 74070-1061
Devon Energy Prod Co, L.P. P.O. Box 842485 Dallas, TX 75284-2485	Diamond Operating, Inc. 6666 Gunpark Drive, Suite 200 Boulder, CO 80301-3396	Eland Energy, Inc. P.O. Box 61755 Dallas, TX 75267-1755
Eland Energy, Inc. P.O. Box 671755 Dallas, TX 75267-1755	Caroline C. Fuller 1801 California St. Ste. 2600 Denver, CO 80202-2645	GHP Horwath, PC 1670 Braodway, Suite 3000 Denver, CO 80202-4805
Lori C. Hulbert 1828 Clarkson St. Denver, CO 80218-1030	J & B Oilfield Services P.O. Box 326 Lamont, OK 74643-0326	LIV Sotheby's International Realty 400 S. Colorado Blvd, Ste. 400 Denver, CO 80246-1246
David M. Miller 370 17th St. Ste. 4800 Denver, CO 80202-5698	Paul Moss Byron G. Rogers Federal Building 1961 Stout St. Ste. 12-200 Denver, CO 80294-6004	Julie N. Noonan 1828 N. Clarkson St.. Ste. 100 Denver, CO 80218-1030
Peter Blair 2777 South Elmira Street #22 Denver, CO 80231-3940	Robinett King P.O. Box 1066 Bartlesville, OK 74005-1066	Royal Supply P.O. Box 1354 Ponca City, OK 74602-1354
Searles Enterprises, Inc. 2171 South Trenton Way, Suite 204 Denver, CO 80231-5359	Sell Drilling, LLC P.O. Box 182 Pawhuska, OK 74056-0182	Sell Drilling, LLC c/o Hilton Law Office 512 W. Rogers Blvd. Skiatook, OK 74070-1061

Sherman & Howard
 633 Seventeenth Street, Suite 3000
 Denver, CO 80202-3622

John C. Smiley
 600 17th St.
 Ste. 1800 - S
 Denver, CO 80202-5402

Benjamin Swartzendruber
 5334 S. Prince St.
 Littleton, CO 80120-1136

Terry Bouchard
 3533 North Enterprise Road
 Ponca City, OK 74604-5924

Todd A. Searles
 33 Pennsylvania Street, Unit B
 Denver, CO 80203-6114

US Trustee
 Byron G. Rogers Federal Building
 1961 Stout St.
 Ste. 12-200
 Denver, CO 80294-6004

Jeffrey Weinman
 730 17th St.
 Ste. 240
 Denver, CO 80202-3506

Risa Lynn Wolf-Smith
 555 17th St.
 Ste. 3200
 Denver, CO 80202-3921

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Arapahoe County Treasurer

(u)Peter H Blair Jr

(u)Peter H. Blair Sr.

(d)Caerus Operating, LLC
 P.O. Box 912621
 Denver, CO 80291-2621

(u)Christopher Blair, as Successor Trustee of

(d)J& B Oilfield Services
 P.O. Box 326
 Lamont, OK 74643-0326

(d)J&B Oilfield Services
 P.O. Box 326
 Lamont, OK 74643-0326

(u)Stephanie A. Kanan

(u)Melissa Schwartz as Special Administrator

(u)Todd A. Searles

(u)Searles Enterprises, Inc.

(d)Searles Enterprises, Inc.
 2171 South Trenton Way, Suite 204
 Denver, CO 80231-5359

End of Label Matrix
 Mailable recipients 37
 Bypassed recipients 12
 Total 49