

- b) All right, title and interest in and to all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction, voluntary unitization agreements, designations and/or declaration, and so called "working interest units" created under operating agreements or otherwise), which relate to any of the properties described in subparagraph (a), including but not limited to those described in Exhibits "A1, A2, and A3";
- c) All right, title, and interest in and to all presently existing and valid production sales (and sales related) contracts, operating agreements and other agreements and contracts which relate to any of the properties described in subparagraphs (a) and (b) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom or allocated thereto, including but not limited to those described in Exhibits "A1, A2, and A3";
- d) All right, title and interest in and to all the equipment associated with the wells described in Exhibits "A1, A2, and A3," together with all right, title and interest in and to all materials, supplies, machinery, equipment, improvements and any other personal property and fixtures associated with the wells described in Exhibits "A1, A2, and A3." All easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in subparagraphs (a), (b) and (c) above, or the treatment, storage, gathering, transportation or marketing or production therefrom or allocated thereto;
- e) All interest in lease records and other data and records used or held for use in connection with the exploration, development or operation of the properties described in Exhibits "A1, A2, and A3"; and
- f) All oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, and gaseous hydrocarbons (collectively called "Hydrocarbons") in and under that may be produced and saved from the Subject Properties from and after the effective date, and all proceeds attributable thereto. All hydrocarbons in and under, produced and saved from the Subject Properties before the effective date, and all proceeds attributable thereto, are hereby retained and reserved in favor of Assignor.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, its successors and assigns, provided, however, this assignment is made subject to the following terms and provisions:

I.

The Subject Properties are sold "AS IS" and "WHERE IS" without any warranty of merchantability, condition or fitness for a particular purpose, either expressed or implied. However, Assignor warrants and covenants that there are no liens, mortgages, security interests, or other claims or encumbrances as to the Subject Properties. Further, Assignor specially warrants title to the Subject Properties by through and under Assignor, but not otherwise.

II.

Assignee acknowledges that in making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Assignee has relied only upon its own independent investigation of the Subject Properties. Accordingly, Assignee acknowledges that Assignor has not made and Assignor hereby expressly disclaims and negates any representation or warranty express or implied at common law, by statute or otherwise relating to (1) title to the Subject Properties (except by, through and under), (2) condition of the Subject Properties and (3) any information, data or other materials (written or oral) furnished to Assignee by or on behalf of Assignor (including but not limited to information, data or other materials regarding the existence or extent of oil, gas or other mineral reserves, the recoverability of or cost of recovering such reserves, the value of such reserves, any product pricing assumption, present or past production rates, the environmental condition of the Subject Properties, including but not limited to the presence of naturally occurring radioactive material ("NORM"), and the ability to sell oil or gas production after Closing).

III.

Assignee understands that the Interests may be subject to oil and/or gas balancing obligations due to the overproduction or underproduction of hydrocarbons, and further understands the duties and obligations associated therewith. Assignee hereby agrees to assume all duties and obligations associated with any imbalances attributable to the Interests, regardless of whether such imbalances arose, occurred or accrued prior to, on or after the Effective Time hereof.

IV.

Assignee hereby agrees to assume all responsibility and liability for the Subject Properties on and after the effective date hereof, and Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, contractors, agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the Subject Properties, arising after the effective date hereof, regardless of the date of occurrence. Notwithstanding anything herein to the contrary, and regardless of the date of occurrence, Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, contractors, agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with all environmental conditions, issues, and liabilities regarding the Subject Properties arising on or after the effective date hereof. Assignee shall properly plug and abandon at Assignee's expense all wells herein assigned and shall clean and restore the surface at Assignee's expense and in accordance with the applicable lease provisions and state and federal laws, rules and regulations pertaining to the plugging and abandoning of such wells and the restoration of such surface.

Exhibit "A1"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017.

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
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Leases:

Assignor is assigning all right, title and interest as to existing wells, but as to leasehold and future wells, Assignor is assigning an 80% net revenue interest and retaining an override equal to 20% less existing burdens, proportionately reduced, as to the following leases:

1	CO-112.A.01 US-BLM COC-54632 Segregated from C-26453	W B Womacks	5/1/1978	<u>Township 43 North, Range 15 West, NMMPM</u> Section 22: SWNW, W2SW Section 27: NWNW
2	CO-111.A.01 US-BLM COC-54631 Segregated from C-26450	Donald E Dippel	5/1/1978	<u>Township 43 North, Range 15 West, NMMPM</u> Section 21: S2NE, E2SW, SE
3	CO-113.A.01 US-BLM COC-54633 Segregated from C-31568	Leroy F Crow	3/1/1984	<u>Township 43 North, Range 15 West, NMMPM</u> Section 28: N2NE
4	CO-134.A.01 US-BLM ROW COC-53869 Gas Pipeline	Kriti Exploration Inc.	2/8/1993	<u>Township 43 North, Range 15 West, NMMPM</u> Section 5: SWNE, W2SW, Lot 4 Section 17: W2SW Section 18: E2E2 Section 20: SENE, N2N2 Section 21: E2E2, SWNE, S2NW, NWSE Section 22: SWSW Section 27: NWNW <u>Township 44 North, Range 15 West, NMMPM</u> Section 19: E2NE Section 31: NENE Section 32: SWNW, NWSW
5	CO-115.A.01 Dry Creek Basin - Colorado DOW RO1 Kriti Exploration Inc. Gas Pipeline Ratif & Amendmt Recorded at Inst# 403305	Kriti Exploration Inc.	5/21/1993	<u>Township 44 North, Range 15 West, NMMPM</u> Via Sections: 20, 28, 29, 32 <u>Township 43 North, Range 15 West, NMMPM</u> Via Sections: 8, 7

Right of Ways:

Exhibit "A1"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017.

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
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6	CO-183-A.01 US-BLM ROW COC-70490 Road Access	Merrion Oil & Gas Corp.	9/11/2006	<u>Township 43 North, Range 15 West, NM/PM</u> Section 17: S2SW Section 20: N2N2, SENE Section 21: S2NW
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Unit:

7	US-BLM Unit COC-47606X	Cocklebur Draw Unit
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Wells:

Assignor is assigning all right, title and interest as to existing wells.

Well Name	API#	Location:
8	Cocklebur Draw Unit #1	05-113-06051 21-43N-15W
9	Cocklebur Draw Unit #3	05-113-06060 27-43N-15W
10	Cocklebur Draw Unit #4	05-113-06228 21-43N-15W

11	Gas Gathering System	Refer to attached plat map & survey map for pipeline
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Contracts:

12	Cocklebur Draw Unit Agreement dtd 3-27-1984
13	Cocklebur Draw Unit Operating Agreement dtd 3-27-1984
14	Amendment to Unit OA dtd 9-5-2002

Exhibit "A2"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
1	CO-101.A.01 US-BLM COC-0-20434	Reid M Waltman	4/1/1974	Township 45 North, Range 18 West, NMIPM Section 26: NWSW
2	Hamm Canyon 14-26 1			
3				

Lease:

Assignor is assigning all right, title and interest as to existing wells, but as to leasehold and future wells, Assignor is assigning an 78% net revenue interest and retaining an override equal to 22% less existing burdens, proportionately reduced, as to the following leases:

1 CO-101.A.01 US-BLM COC-0-20434 Reid M Waltman 4/1/1974 Township 45 North, Range 18 West, NMIPM Section 26: NWSW

Assignor is assigning all right, title and interest as to existing well.

Well:

API#

2 Hamm Canyon 14-26 1 05-113-06033

Contracts:

3 Operating Agreement dtd 12-31-1979

Exhibit "A3"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance dated effective 4-1-2017

San Miguel County, Colorado

MOG File #	Lessor	Lessee	Lease Date	Legal Description
SE Andy's Mesa Area				
Assignor is assigning all right, title and interest.				
1	CO-184.A.01 US-BLM COC-0-10486	F R Bryan	6/1/1955	<u>Township 43 North, Range 16 West, NMMPM</u> Section 1 Lots 3,4, S2NW, SW Section 2 SE Section 11 N2SE, SESE Section 12 NW, S2SW Section 13 NWNW Containing 880.12 acres m/l Limited from the surface to the top of the Main Massive Paradox Salt Formation
2	CO-184.A.01 US-BLM COC-0-113680		5/1/1961	<u>Township 43 North, Range 16 West, NMMPM</u> Section 2 SW Containing 160 acres m/l Limited from the surface to the top of the Main Massive Paradox Salt Formation