

EUREKA COUNTY, NV

2017-233887

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\$35.00 Pgs=9

10/03/2017 08:50 AM

ENERGYNET SERVICES INC.

LISA HOEHNE, RECORDER

After recording, return to:

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

Assignment, Conveyance and Bill of Sale

ASSIGNOR: Royalty Acquisitions, LLLP

ASSIGNEE: Ward N. Adkins, Jr.
Mark L. Shidler and wife, Mitzi Shidler

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

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF NEVADA)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF EUREKA)

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (hereinafter referred to as the "Assignment"), is made and entered into as of **September 1, 2017**, (hereinafter referred to as the "Effective Date") from **ROYALTY ACQUISITIONS, LLLP** (a Colorado limited liability limited partnership), 1416 Larimer Street, Suite 208, Denver, CO 80202 (hereinafter referred to as "Assignor"), to THE GRANTEES LISTED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF (hereinafter referred to as "Assignee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over, transfer and convey unto Assignee, all of Assignor's right, title and interest in the following described rights, interests and property (hereinafter collectively referred to as the "Assets"):

- A. All of Assignor's right, title and interest in the oil and gas leases and lands covered thereby described on Exhibit "A", whether accurately described or not, attached hereto and made a part hereof, including without limitation all royalty interests, overriding royalty interests and fee mineral interests associated therewith (hereinafter collectively referred to as the "Leases").
- B. All of Assignor's right, title and interest in the oil and gas wells described on Exhibit "A", whether accurately described or not, (hereinafter collectively referred as to the "Wells"), and all tangible personal property, above ground and downhole equipment, installations, fixtures, improvements and other appurtenances, including without limitation all well heads, pumps, casing, tubing, rods, tanks, vessels, separation and treating equipment, gathering lines, flow lines, gas lines, meters, gas processing and compression facilities, water lines, injection wells, salt water disposal wells and facilities, powerlines, communication equipment and any other property situated on the Leases or lands appurtenant thereto; and together with all permits, rights-of-way, easements, licenses, contracts, and site leases used or held for use in connection with the production, separation, gathering, treatment, processing, storing, transporting, sale or disposal of hydrocarbons therefrom.
- C. All of Assignor's right, title and interest in all existing unitization and pooling agreements, declarations, designations and other instruments, whether recorded or unrecorded (including those formed by or under any orders, regulations, rules and other official acts of any federal, state or other governmental body), which relate to the Leases, and all rights, benefits and privileges thereunder or derived therefrom.
- D. All of Assignor's right, title and interest in the oil, gas and associated hydrocarbons produced from the Leases, or any property pooled or unitized therewith, on and after the Effective Date.
- E. All of Assignor's right, title and interest in all agreements and contracts relating to the Assets, including without limitation all existing and effective sales, purchase, exchange, gathering, transportation, processing and gas contracts, operating agreements, balancing agreements, farmout agreements, service agreements, exploration agreements, surface leases, permits and licenses, surface use agreements, other surface rights and any other contracts, agreements and instruments, insofar as they relate to the Assets described herein.

TO HAVE AND TO HOLD, the Assets unto Assignee, its successors and assigns provided however, that this Assignment is made and shall in all respects be subject to the following terms, conditions, exceptions and provisions:

1. This Assignment is made **"AS IS, WHERE IS"** and without warranty of title, either express, implied or statutory, but with full substitution and subrogation of Assignee in and to all covenants and warranties of Assignor's predecessors in title.
2. Assignee acknowledges that in accepting this Assignment, Assignee has relied solely upon its own independent evaluation and investigation of the Assets. Prior to the Effective Date, Assignee has been afforded the opportunity to i) examine all materials pertinent to the Assets in Assignor's offices, and ii) conduct on-site physical inspections of the Assets as deemed advisable.
3. Assignee acknowledges that Assignor has not made and Assignor hereby expressly disclaims and negates any covenant, representation or warranty express or implied at common law, by statute or otherwise relating to i) the condition of the Assets, including without limitation any implied or express warranty of merchantability or fitness for a particular purpose or conformity to models or samples of materials, and ii) any known or unknown environmental condition or liability relating to the Assets, including without limitation the presence of naturally occurring radioactive material ("NORM"), and iii) the past, present or future ability of the Assets to produce oil, gas or other associated hydrocarbons, and iv) any information, data or other materials (written or oral) furnished to Assignee by or on behalf of Assignor regarding the existence or extent of oil, gas or other mineral reserves, the recoverability of or the cost of recovering such reserves and the value of such reserves, if any. Accordingly, Assignee hereby accepts the Assets **"AS IS, WHERE IS, AND WITH ALL FAULTS."**
4. The terms and provisions of the Leases, including but not limited to Assignee's proportionate share of all lease royalties, overriding royalties, net profits interests, or other lease burdens of record as of the Effective Date. If Assignor's interest in the Leases is less than the entire interest, or if the Leases cover less than the entire fee title, then the interest assigned herein shall be reduced proportionately.
5. Assignee hereby agrees to protect, defend, indemnify and hold Assignor, including its owners, officers and employees, free and harmless from and against all damages, claims, costs, expenses and liabilities of every kind and character whatsoever (including reasonable fees and costs associated with legal representation) arising out of or in connection with the Leases, Wells and Assets hereby conveyed which relate to acts or events on and after the Effective Date.
6. Assignee hereby assumes all of Assignor's obligations, and agrees to timely perform all of the terms and the express and implied conditions and covenants under the Leases and any agreements related thereto. This Assignment is subject to all agreements affecting the Assets whether recorded or unrecorded, if and when applicable.
7. Assignee hereby agrees to accept full responsibility for i) proper plugging and abandonment of the Wells, including any other wells appurtenant to the Leases, and ii) proper surface restoration of the Leases and lands appurtenant thereto, and iii) proper disposal and disposition of all equipment and facilities appurtenant to the Assets, and iv) proper disposal or treatment of wastes, of whatever kind and character, and v) compliance with all applicable governmental laws, rules, regulations, orders and decisions.
8. Assignor and Assignee hereby agree to promptly execute and deliver whatever additional documentation or instruments which may become necessary to complete this transaction.
9. Assignee hereby agrees to assume all liability for the value and settlement of any overproduction or underproduction of natural gas attributable to the Leases as of

the Effective Date. All crude oil or associated hydrocarbons, if any, attributable to Assignor's interest, which on the Effective Date is held in production or storage tanks located on the lands covered by the Leases shall be and remain the property of Assignor.

- 10. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Assignor and Assignee, and the terms, provisions and conditions contained herein shall be considered as covenants running with the ownership of the Leases and lands appurtenant thereto.
- 11. This Assignment may be executed 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.

IN WITNESS WHEREOF, Assignor has executed and delivered and Assignee has accepted and agreed to this Assignment, Conveyance and Bill of Sale on this 9TH day of AUGUST, 2017, but shall be effective for all purposes as of the Effective Date.

ASSIGNOR:
ROYALTY ACQUISITIONS, LLLP

By: *[Signature]*
Richard M. Altman, Managing Member,
Royalty Trading, LLC, Managing General
Partner

WITNESS/ATTEST:

ASSIGNEE:
WARD N. ADKINS, JR.
MARK L. SHIDLER AND WIFE, MITZI SHIDLER

By: SEE ATTACHED SIGNATURE PAGES

Printed Name: _____

Title: _____

State of Incorporation: _____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of August, 2017, by Richard M. Altman, Managing Member, Royalty Trading, LLC, Managing General Partner of ROYALTY ACQUISITIONS, LLLP.

Witness my hand and official seal.

Suzanna Andrianakos
Notary Public

My Commission Expires: 9/28/2019

SUZANNA ANDRIANAKOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924009688
My Commission Expires Sept. 28, 2019

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____, as _____ of _____.

Witness my hand and official seal.

NOT USED

 Notary Public

My Commission Expires:

ACKNOWLEDGEMENT (for use by Individual)

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____.

Witness my hand and official seal.

 Notary Public

My Commission Expires:

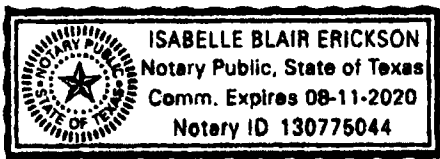
ASSIGNEE:

Ward N. Adkins, Jr.
Ward N. Adkins, Jr.

Individual Acknowledgement

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 22 day of September, 2017
by Ward N. Adkins, Jr.



Isabelle Blair Erickson
Notary Public In and For
The State of TEXAS

My Commission Expires: 08/11/2020

Lot 42627

ASSIGNEE:

Mark L. Shidler
Mark L. Shidler

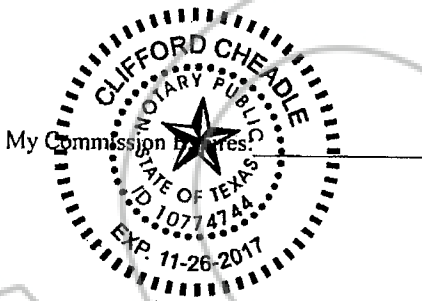
Mitzi Shidler
Mitzi Shidler

Individual Acknowledgement

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on this 22 day of Sept, 2017
by Mark L. Shidler and Mitzi Shidler.

Clifford Cheadle
Notary Public In and For
The State of TEXAS



Attached to and made a part of that certain Assignment,
Conveyance and Bill of Sale dated effective as of the
1st day of September, 2017, from **ROYALTY ACQUISITIONS, LLLP**, as ASSIGNOR,
to WARD N. ADKINS, JR. AND MARK L. SHIDLER AND WIFE
MITZI SHIDLER

EXHIBIT "A"

State of **NEVADA**, County of **EUREKA**.

Page 1 of 1

WELL NAME: BLACKBURN UNIT

LANDS/LEASEHOLD:

THAT CERTAIN OVERRIDING ROYALTY INTEREST RETAINED BY AGM CORPORATION IN U.S.
DEPARTMENT OF THE INTERIOR/BLM'S FORM 3106-5 "ASSIGNMENT AFFECTING RECORD TITLE TO
OIL AND GAS LEASE" (SERIAL NO. N-11348), EXECUTED JANUARY 9, 1978, BY AGM
CORPORATION TO AMOCO PRODUCTION COMPANY, COVERING THEREIN DESCRIBED LANDS IN EUREKA
COUNTY, NEVADA, AND APPROVED EFFECTIVE APRIL 1, 1978 BY JOAN N. WOODIN, ACTING
CHIEF, LANDS & MINERALS OPERATIONS, BLM.



AFTER RECORDING, RETURN TO:

ENERGYNET SERVICES, INC.
7201 I-40 West, Suite 319
Amarillo, TX 79106

COPY

OWNERSHIP LOT 42627

EXHIBIT B

1/2 **Ward N. Adkins, Jr.**
5519 Tupper Lake
Houston, Texas 77056

1/2 **Mark L. Shidler and wife, Mitzi Shidler**
1313 Campbell Road, Building D
Houston, Texas 77055



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