

Prepared by/Return to:  
Magnum Producing, LP  
Attn: Kathy Molpus  
500 N Shoreline Blvd., Suite 322  
Corpus Christi, TX 78401

EUREKA COUNTY, NV  
Rec:\$37.00  
\$37.00 Pgs=4  
MAGNUM PRODUCING, LP  
LISA HOEHNE, CLERK RECORDER

**2020-241711**  
**08/19/2020 09:23 AM**

**ASSIGNMENT OF OVERRIDING ROYALTY INTEREST**

**STATE OF NEVADA**

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**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF EUREKA**

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THAT, **Magnum Producing, LP**, whose address is 500 N. Shoreline Blvd, Suite 322, Corpus Christi, Texas 78401, hereinafter referred to as "Assignor", for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration paid by **Avinash C. Ahuja as Trustee of the Ahuja Children 2012 Long Term Trust** whose address is 500 N. Shoreline Blvd, Suite 322, Corpus Christi, Texas 78401, hereinafter collectively referred to as "Assignee", the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Assignee in the proportions hereafter stated, an overriding royalty interest in and to all of the oil, gas and associated hydrocarbons that may be produced, saved and marketed from the lands covered by the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof (such leases called herein the "Leases"), in the amount of the positive difference between 25% and the royalty burdens provided for in the Leases or otherwise appearing of record in the county in which the lands covered by the Leases are situated as of the effective date of this Assignment (the "Overriding Royalty").

The Overriding Royalty shall be free of all drilling, testing, equipping development and operating expenses attributable to the Leases. The Overriding Royalty shall be calculated and paid based on the calculated percentage of the gross proceeds received by Assignor from the sale of oil, gas and hydrocarbons produced from the lands covered by the Leases or lands pooled therewith when sold in an arms-length transaction to an unaffiliated third party. In the event oil, gas and hydrocarbons produced from the lands covered by the Leases or lands pooled therewith are used on said lands, or sold by Assignor to a subsidiary or affiliate of Assignor, the Overriding Royalty shall be calculated and paid based on the higher of: a) the gross proceeds received by Assignor; or b) the arithmetical average of the two highest prices paid by a purchaser or purchaser of similar oil, gas and hydrocarbons in a first sale of oil, gas and hydrocarbons produced in which the lands covered by the Leases are situated. Assignor shall place oil and gas produced from the lands covered by the Leases in marketable condition and shall market same as agent for Assignee, for the mutual benefit of Assignor and Assignee, at no cost to Assignee. The Overriding Royalty shall not be charged directly or indirectly with any of the following: expenses of production, gathering, transportation, dehydration, compression, manufacturing, processing, treating or marketing of oil, gas and hydrocarbons. However, the Overriding Royalty shall bear its proportionate share of severance taxes, ad valorem taxes and all other taxes assessed against the gross production subject to said Overriding Royalty. Assignee, at their option to be exercised at any time, shall have the right to be paid the proceeds attributable to the Overriding Royalty directly from the first purchaser of oil, gas and associated hydrocarbons produced from the Leases, or lands pooled therewith.

For purposes of this assignment, a "subsidiary or affiliate" of Assignor is any corporation, firm or other entity in which Assignor, or any parent company, subsidiary or affiliate of Assignor, owns an interest, whether by stock ownership or otherwise, or over which Assignor or any parent company, subsidiary or affiliate of Assignor exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Assignor, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Assignor, by stock ownership, interlocking directorate, or in any other manner.

The Overriding Royalty herein assigned and conveyed is subject to the following conditions:

1. If the Lessor identified in the Leases own less interest in the premises covered thereby than the entire and undivided mineral fee, then said Overriding Royalty will be proportionately reduced and will be payable to the Assignee in the proportion which the interest of the Lessor in the premises bears to the entire and undivided mineral fee.
2. Assignor expressly reserves the power and authority to pool and/or unitize the interest herein conveyed in the same manner and under the same terms, conditions and provisions as the Lessor's royalties may be pooled and/or unitized under the terms of the Leases, or any amendments or modifications which may be hereafter made to permit pooling of Lessor's royalties; and any such amendments or modifications may be made without the consent or joinder of Assignees herein.
3. This Assignment of Overriding Royalty Interest is expressly made subject to the terms and provisions of the Leases and any amendments thereto.
4. If Assignor owns less than 100% working interest in the Leases the overriding royalty interest assigned herein shall be proportionately reduced and shall be payable to Assignee in the proportion which the working interest owned by Assignor bears to 100% working interest.
5. The terms and provisions of this assignment shall be deemed covenants running with the lands covered by the Leases and shall extend to and be binding upon the respective parties hereto, their heirs, legal representatives, successors and assigns.
6. This assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.
7. The Overriding Royalty assigned herein shall apply, on a lease by lease basis, to all renewals, extensions or modifications of the Leases, or to any new lease or leases acquired by Assignor, its successors or assigns during the terms of the Leases or within two (2) years of the expiration of the applicable Leases, insofar as such renewal, extension, modification or new leases cover all or any portion of the lands presently covered by the Leases.

**TO HAVE AND TO HOLD** said Overriding Royalty unto the said Assignee, their successors and assigns forever, in accordance with the terms hereof, and the terms of the Leases; and for the same consideration Assignor does hereby agree to WARRANT AND DEFEND the interests herein assigned against the lawful claims and demands of all persons whomsoever claiming, or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise.

**IN WITNESS WHEREOF**, this instrument is dated effective for all purposes as of December 31, 2013 and executed on the date set out below in the acknowledgement.

**ASSIGNOR:**  
**MAGNUM PRODUCING, LP**  
**By: Magnum O&G, Inc., General Partner**

By:   
Avinash C. Ahuja, President

**ACKNOWLEDGEMENT**

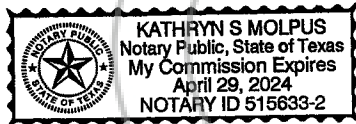
STATE OF TEXAS

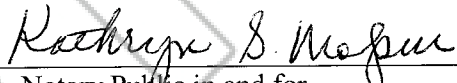
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COUNTY OF NUECES

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This instrument was acknowledged before me on this the 4<sup>TH</sup> day of AUGUST, 2020, by Avinash C. Ahuja, as President of Magnum O & G Inc., General Partner of Magnum Producing, LP.



  
Notary Public in and for

Upon Recording, please return the  
foregoing instrument to:  
Magnum Producing, LP  
Attn: Kathy Molpus  
500 N. Shoreline Blvd., Suite 322  
Corpus Christi, TX 78401

### EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest from Magnum Producing, LP, as Assignor, to Avinash C. Ahuja as Trustee of the Ahuja Children 2012 Long Term Trust, as Assignee, covering the following described Oil, Gas and Mineral Leases in Eureka County, Nevada.

### LEASES

The Leases described below are reflected of record by Memorandum of Oil & Gas Leases filed on July 31, 2019, by Magnum Producing, LP, as reflected of record as Instrument Number 2019-239338 in Eureka County, Nevada.

SERIAL NO.	GRANTOR	GRANTEE	EFFEC. DATE	ACRES	TOWN SHIP	RANGE	DESCRIPTION	INSTR. NUMBER
NVN095 160	United States of America	Magnum Producing, LP	05/01/2017	1378.53	27N	52E	Sec. 02 LOTS 2, 5, 6; Sec. 02 SWNE, S2NW, SW, W2SE; Sec. 11 E2NW, SWNW, NWSW, S2SW; Sec. 14 LOTS 3-5, 8-11; Sec. 14 SENW, NESW, NWSE; Sec. 26 LOTS 3-5; Sec. 26 SENW, NESW, NWSE;	2019-239338
NVN095 161	United States of America	Magnum Producing, LP	05/01/2017	1443.39	28N	52E	Sec. 25 LOTS 4; Sec. 25 S2NW, SW; Sec. 34 E2; Sec. 35 ALL; Sec. 36 NW, NWSW;	2019-239338