



mechanic's, repairman's, employees', contractors', operator' or similar liens or charges for liquidated amounts arising in the ordinary course of business;

- (iii) any liens for taxes and assessments not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;
- (iv) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus or rental or for compliance with the terms of the Interests;
- (v) any obligations or duties affecting the Interests to any municipality or public authority with respect to any franchise, grant, license, or permit, and applicable laws, rules and orders of governmental authority;
- (vi) (A) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, hunting, fishing, logging, canals, ditches, reservoirs, or the like, or (B) easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other similar rights-of-ways, on, over, or in respect of property owned or leased by ASSIGNOR or over which ASSIGNOR owns right-of-ways, easements, permits, or licenses, to the extent such matters, individually or in the aggregate, do not interfere materially with oil and gas operations on the Interests;
- (vii) all lessors' royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens;
- (viii) preferential rights to purchase and required third party consents to assignments and similar agreements (A) that are not applicable to the sale provided by this Assignment or (B) with respect to which waivers or consents have been obtained from the appropriate parties with respect to the sale provided by this Assignment;
- (ix) all rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of oil and gas leases or interests therein if the same are customarily obtained contemporaneously with or subsequent to such sale or conveyance;
- (x) production sales contracts, division orders contracts for sale, purchase, exchange, refining, or processing of hydrocarbons, unitization and pooling designations, declaration, orders and agreements, operating agreements, agreements of development, area of mutual interest agreements, gas balancing or deferred production agreements, processing agreements, plant agreements, pipeline, gathering and transportation agreements, injection, repressuring and recycling agreements, carbon dioxide purchase or sale agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, and other agreements which are customary in the oil, gas and other mineral exploration, development or extraction business or in the business or processing of gas and gas condensate production for the extraction of products therefrom.

By ASSIGNEE'S acceptance of this Assignment, ASSIGNEE assumes and agrees to keep and perform the obligations of ASSIGNOR (to the extent the same are binding upon ASSIGNOR) under the Permitted Encumbrances which accrue from and after this Effective Date.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNOR'S interest only, to plug and abandon the wells located on said property and leases, and to restore all surface locations, in compliance with the rules and regulations now and hereafter effective in the County and State in which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.

All of the provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one assignment.

EXECUTED this 26th day of November, 2018, Effective Date as of 7:00 a.m. Local time on the date above first written.

ASSIGNOR:  
Wildcat Energy LLC

By: RL Berk  
Title: President

Witness: [Signature]

## EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT, BILL OF  
SALE AND CONVEYANCE, effective May 1, 2000.

STATE: NEW MEXICO  
COUNTY: EDDY  
WELL NAME: RIO PENASCO KD #3  
LOCATION: S11,T19S,R25E

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>Recording Data</u>		<u>Footnote</u>
			<u>Book/Page</u>	<u>Description of Property</u>	
Bonnie Morrison	Robert Byron	08-17-77	150/375	SWSW Section 2-19S-25E	1,2
NM Military Institute	Robert Byron	09-28-77	151/591	SWSW Section 2-19S-25E	1,2
Boy Scouts of America	Robert Byron	09-28-77	152/781	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1,2
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1,2

## FOOTNOTE REFERENCES:

- 1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company et al (Non-Operators), called the Rio Penasco WI Unit.
- 2) Subject to Communitization Agreement dated 12-28-79 between Yates Petroleum Corporation, Champlin Petroleum Company et al (Non-Operators) covering N/2, Section 2.

ASSIGNEE:

American Energy Resources LLC

Witness: JP Ramirez

By: [Signature]  
Title: owner

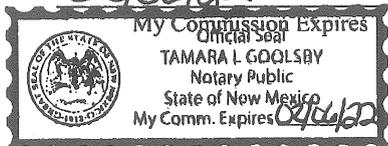
President \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF New Mexico  
COUNTY OF Lea

This instrument was acknowledged before me on November 26<sup>th</sup>, 2018,  
By Roger Becker President of Wildcat Energy LLC

[Signature]  
Notary Public



ACKNOWLEDGMENTS

STATE OF New Mexico  
COUNTY OF Lea

This instrument was acknowledged before me on November 26<sup>th</sup>, 2018,  
By Jonathan Samaniego President of American Energy Resources LLC

[Signature]  
Notary Public

02/06/22  
My Commission Expires

