

## **ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") is from CM Production, LLC, a Nevada limited liability company ("Assignor"), whose address is 390 Union Boulevard, Suite 620, Lakewood, Colorado 80228, to McCartney Engineering, LLC, a Colorado limited liability company ("Assignee"), whose address is 4251 Kipling Street, Suite 575, Wheat Ridge, Colorado 80033.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee all of Assignor's right, title and interest in and to the following (all of which are called the "Assets").

1. The leasehold estates created by the oil and gas leases listed in Exhibit A (collectively, the "Leases"), and the oil, gas and other hydrocarbons ("Hydrocarbons") attributable to the Leases and the lands covered thereby (the "Lands") and all contract rights and interests associated with the Leases and Hydrocarbons.

2. The oil and gas wells and units associated with the Leases, if any, specifically described in Exhibit A (collectively, the "Wells"), and the gathering lines, pipelines, processing plants, and property associated therewith (collectively, the "Facilities"), together with all injection and disposal wells on the Lands or on lands pooled or unitized therewith, if any, and all real property, personal property, equipment, fixtures, improvements, permits, rights-of-way, surface rights, and easements used or held for use in connection with the production, gathering, treatment, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the properties and interests described in this Assignment including, without limitation, all equipment installed, or in the process of being installed, on the Wells and Facilities as of the Effective Time. All associated real property, rights-of-way, surface rights and easements.

3. The unitization, pooling and communitization agreements, declarations and orders, and the units and rights created thereby and all other such agreements relating to the properties and interests described in this Assignment and to the production of Hydrocarbons, if any, attributable to said properties and interests.

4. All existing and effective sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, service agreements, and other contracts, agreements and instruments, insofar as they relate to the properties and interests described in this Assignment, including without limitation, the material agreements described in Exhibit B (the "Material Agreements").

5. The files, records and data maintained by Assignor and relating solely to the interests described in this Assignment (including without limitation, all lease files, land files, well files, drilling reports, files relating to the Material Agreements, division order files, abstracts and title opinions, copies of applicable accounting records, automation and automation software, if any, owned and operated by Assignor and transferrable geophysical data), but only to the extent not subject to unaffiliated third party contractual restrictions on disclosure or transfer and only to the extent related to the Assets (the "Records").

Assignor makes no warranties or representations with respect to the Assets, except that Assignor hereby warrants and agrees to defend the title to the Assets free and clear of all liens and encumbrances arising by, through and under Assignor, but not otherwise.

Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferrable, the benefit of and the right to enforce the covenants and warranties, if any, that Assignor is entitled to enforce with respect to the Assets against Assignor's predecessors-in-title to the Assets.

Assignor agrees to execute, acknowledge and deliver to Assignee all such other instruments, notices and documents, and to take all such further actions as may be requested by Assignee as necessary or desirable, to more fully and effectively assign, transfer and convey the Assets to Assignee.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

(a) This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

(c) This Assignment is effective as of May 3, 2018 (the "Effective Time").

(d) This Assignment may be executed in any number of counterparts and each of such counterparts shall together constitute but one and the same Assignment.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

*[This space intentionally left blank]*

EXECUTED the day and year first set forth above.

ASSIGNOR:

CM Production, LLC

By:


  
John Teff  
President

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

This instrument was acknowledged before me on April 24, 2018, by John Teff, as President of CM Production, LLC.

Witness my hand and official seal.



  
Notary Public  
My commission expires: 08/28/2021

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**EXHIBIT "A"**

Attached to and made a part of that certain ASSIGNMENT, BILL OF SALE AND CONVEYANCE, from CM Production, LLC to McCartney Engineering, effective May 3, 2018

**LEASES AND WELLS**

**Hyde Field, S.J. Warren Well, Washington County, Colorado**

Lessor: Clarence H. Brugh and Muriel A. Brugh, h/w  
Lessee: Skelly Oil Company  
Recorded: Torrens Record Book 8, Page 99  
Instr. Date: 4/19/51  
Description: Township 2 North, Range 49 West, 6th P.M.  
Section 11: SW/4

**Well:**

S J Warren Well – SW/4, Section 11, Township 2 North, Range 49 West, 6th P.M., Washington, CO

Ownership: 68% Working Interest 0.53720000 Net Revenue Interest

**Cliff Field, Rice Lease, Logan County, Colorado**

Lessor: Eugene B. Rice and Madeline M. Rice, husband and wife  
Lessee: Anschutz Drilling Company  
Recorded: Book 416, Page 258  
Instr. Date: 10/1/1954  
Description: Township 12 North, Range 54 West, 6th P.M., Logan County, CO  
Section 33: NW/4, containing 160.00 acres, more or less

**Wells:**

Rice #2 – SW/4NW/4, Section 33, Township 12 North, Range 54 West, 6th P.M., Logan County, CO

Rice #3 – SE/4NW/4, Section 33, Township 12 North, Range 54 West, 6th P.M., Logan County, CO

Rice #4 – NE/4NW/4, Section 33, Township 12 North, Range 54 West, 6th P.M., Logan County, CO

Ownership: 100% Working Interest 0.82000000 Net Revenue Interest

**EXHIBIT “B”**

Attached to and made a part of that certain ASSIGNMENT, BILL OF SALE AND  
CONVEYANCE, from CM Production, LLC to McCartney Engineering, effective  
May 3, 2018

**MATERIAL AGREEMENTS**