ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "**Assignment**"), dated effective as of May 1, 2020 at 7:00 a.m. Mountain Time (the "**Effective Time**"), is from **Augustus Energy Partners II, LLC**, a Delaware limited liability company with an address of 2016 Grand Avenue, Billings, Montana 59102, ("**Assignor**") to **Anschutz Exploration Corporation**, a Delaware corporation with an address of 717 17th Street, Suite 2400, Denver, Colorado 80202 ("**Assignee**").

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee all of Assignor's right, title and interest in and to the following (excluding the Excluded Assets, the "**Interests**"):

a. The estates created by the oil and gas leases as described in Exhibit A (the "**Leases**"), including but not limited to all working interests, operating rights, overriding royalty interests and royalty interests owned by Assignor in the Leases and Wells as defined below, insofar and only insofar as the Leases cover and relate to the lands described in Exhibit A (the "**Lands**");

b. The wells located on the Lands and any substitute wells therefor, together with all injection and saltwater disposal wells on the Lands or on lands pooled or unitized therewith (including without limitation, the wells described in Exhibit B (the "**Wells**"), and all personal property, equipment, fixtures, improvements, permits, rights-of-way and easements used in connection with the production, gathering, treatment, processing, storing, sale or disposal of hydrocarbons or water produced from the Lands and the Leases (insofar as they cover the Lands);

c. The unitization, pooling and communitization agreements, declarations and orders, and the units created thereby (the "**Units**") related to the Lands and the Leases (insofar as they cover the Lands);

d. All crude oil, natural gas, casinghead gas, condensate, natural gas liquids, and other liquid or gaseous hydrocarbons produced in association with the foregoing, including coalbed methane ("**Hydrocarbons**") produced, saved and sold from the Lands and Wells after the Effective Time;

e. All (i) operating agreements, unit operating agreements, farm-out agreements, participation agreements, water well, special use and other permits, easements, licenses, rights-of-way, surface use and damage agreements and similar agreements and (ii) existing and effective production, sales, marketing, purchase, exchange, gathering, transportation, treatment, processing, storing and service agreements and other contracts, agreements and instruments that relate, insofar as they relate to the Lands and the Leases (insofar as they cover the Lands or the Units), including without limitation the contracts described on Exhibit C (the "**Contracts**"); and

f. All files, records and data relating to the Interests described above including

the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents (including correspondence), records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of Tax and accounting records (but excluding U.S. federal and state Income Tax returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts, and other records, all geologic maps, including any interpretations, analyses and reports related thereto, all proprietary seismic along with all field tapes and field records and seismic data licensed from any third party subject to written unaffiliated third-party contractual restrictions on disclosure or transfer for which no consent to disclose or transfer has been received, or to the extent such disclosure or transfer is subjected to payment of a fee or other consideration for which Buyer has not agreed in writing to pay the fee or other consideration, as applicable (the "**Records**"). To the extent that any of the foregoing records contain proprietary seismic data or interpretations of Assignor, Assignee agrees to rely on such proprietary seismic data and interpretations at its sole risk and without any duty on the part of Assignor regarding such proprietary seismic data and interpretations.

To have and to hold the Interests unto Assignee and its successors and assigns forever.

Assignor does hereby reserve and retain unto itself, its successors and assigns, the following (the "**Excluded Assets**"):

(1) except to the extent relating to the Assumed Liabilities, any operating revenues and accounts receivable accruing or attributable to Interests with respect to the period prior to the Effective Time;

(2) all proceeds of production of Hydrocarbons from or attributable to the Interests with respect to the period prior to the Effective Time;

(3) any refund of costs, Taxes or expenses borne by Assignor or Assignor's predecessors in title attributable to the period prior to the Effective Time;

(4) any insurance contracts; and

(5) an overriding royalty interests in and to all Hydrocarbons produced and saved from or attributable to the Lands under and pursuant to the Leases in amounts equal to (i) ***one-half of:***

for the period of time from and after the Effective Time.

Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county in which the Lands are located. References herein or in the Exhibits hereto to the Contracts and to liens, security interests, encumbrances, agreements, contractual arrangements and other matters are for the purpose of defining the nature and extent of Assignors' warranty and shall not be deemed to ratify or create any rights in third parties.

Assignor and Assignee shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such other documents and instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment and to more fully vest in Assignee, its successors and assigns, all of the rights and interests hereby conveyed or intended to be conveyed to Assignee. Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

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.

To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Interests. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants, representations and warranties, if any, that Assignor is entitled to enforce with respect to the Interests.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is subject to that certain Closing Agreement dated June__, 2020 between Assignor and Assignee (the "Closing Agreement"). Capitalized terms used but undefined in this Assignment shall have the meanings assigned to them in the Closing Agreement. In the event of a conflict between the terms and provisions of this Assignment and the Closing Agreement, the terms and provisions of the Closing Agreement shall govern.

[Signature and acknowledgment pages follow.]

Executed on the date set forth below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

AUGUSTUS ENERGY PARTNERS II, LLC

By: _____
Steven D. Durrett, President and CEO

Date: 6/20/2020

ASSIGNOR'S ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me this 10TH day of JUNE, 2020, by STEVEN D. DURRETT, as PRESIDENT AND CEO of AUGUSTUS ENERGY PARTNERS II, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.

_____
Notary Public

Name: CATHY M. JENSEN

My commission expires: 10-1-2021

CATHY M. JENSEN NOTARIAL SEAL STATE OF MONTANA
CATHY M. JENSEN
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
October 01, 2021

[NOTARIAL SEAL]

Executed on the date set forth below, to be effective for all purposes as of the Effective Time.

ASSIGNEE:

ANSCHUTZ EXPLORATION CORPORATION

By: _____
Joseph DeDominic, President and COO

Date: June 10, 2020

ASSIGNEE'S ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10 day of June, 2020, by Joseph DeDominic, as President + COO of ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.

Margo Johnson
Notary Public

MARGO JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874101034
MY COMMISSION EXPIRES 01/08/2021

Name: Margo Johnson

My commission expires: 01/08/2021

[NOTARIAL SEAL]