

By Brande Buchanan, Deputy
Brande Buchanan

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ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF TEXAS }

COUNTY OF BORDEN & DAWSON }

Know All Men By These Presents:

REFERENCE is made to that certain Unit Agreement for the West Jo-Mill Unit, Borden and Dawson Counties, TX (the "Unit Agreement") recorded in Volume 129 Page 72, Deed Records of Borden County, TX, as enlarged or amended (the "Unit"), and to (a) the Oil and Gas Leases (the "Leases") comprising same, as reflected of record, and (b) the "Unitized Formation" as defined therein.

NOW THEREFORE, Great Western Drilling Ltd., a Texas Limited Partnership, whose address is P. O. Box 1659, Midland, TX 79702 (hereinafter "Assignor"), for and in consideration of the sum of Ten and more dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, and deliver unto the following parties (hereinafter "Assignees"), in proportion to the percentage interest set out beside each Assignee's name below:

Brian Luginbill (42.50%)
2000 Wyndewood Dr.
Midland, TX 79707

Zenith Energy LLC. (42.50%)
P. O. Box 50086
Midland, TX 79710

Joe D. Amezcua (15.00%),
2807 Haynes Dr.
Midland, TX 79705

an overriding royalty interest equal to an undivided one-half of one percent (0.5%) of 8/8ths of all oil, gas, and other minerals produced, saved and sold from the Unitized Formation in and under the below described lands situated in Borden and Dawson Counties, Texas (the "Lands") pursuant to the Leases and any extensions and/or renewals thereof (hereinafter, the "ORR Interest"):

Block 33, T-4-N, T & P Ry. Co. Survey:

Section 8: E/2, E/2NW/4, Tract 4
Section 9: All, Tracts 2 and Tract 3
Section 10: All, Tract 1
Section 15: All, Tracts 7 and Tract 8
Section 16: All, Tract 6
Section 17: E/2E/2, Tract 5
Section 21: All, Tract 9,

TO HAVE AND TO HOLD the ORR Interest with all and singular the rights, privileges and appurtenances thereunder or anywise belonging thereto unto the said Assignees, their respective, heirs, successors, and assigns for the duration of the Leases and any extensions and renewals thereof, subject to the further terms and conditions hereof.

The ORR Interest shall be paid or delivered to Assignees as measured or delivered for sale at a price paid on the Lands "Free of all Costs" (as defined below). The phrase "Free of all costs" means the ORR Interest shall not be charged, and shall not bear, any costs whatsoever in connection with (a) exploration and production ("Operating Costs") and (b) compression, transportation, marketing, processing and/or treating of oil, gas or other substances produced hereunder ("Marketing Costs"); provided, however, that such ORR Interest shall bear its proportionate share of (y) all Marketing Costs charged by non-affiliated purchasers of production, and (z) applicable ad valorem, production and/or severance taxes properly assessable against and attributable to same. Notwithstanding anything herein to the contrary, Assignees shall not receive a price for the overriding royalty in oil, gas and other minerals assigned hereunder which is less than the price received by Assignor for its interest in oil, gas and other minerals produced from the Lands.

The ORR Interest assigned herein shall be subject to proportionate reduction to the extent that (a) any of the Leases cover less than 100% of the oil and gas mineral estate in the Lands, or (b) Assignor owns less than 100% leasehold working interest in the Leases or the Lands described above.

This Assignment shall apply to all renewals and/or extensions of any of the Leases acquired by Assignor or for Assignor's benefit within one (1) year of its expiration or termination, and the terms of any such renewal or extension shall not operate to reduce the net interest in production credited to Assignees in any such Lease(s) arising pursuant to this Assignment prior to such extension or renewal.

From and after the date hereof, Assignor shall execute, acknowledge and deliver unto Assignees such further conveyances, assignments, transfer orders, division orders, notices, assumptions, releases, corrections and acquittances, and such other instruments (including assignment forms required by applicable state or federal regulations), and shall take such further actions as may be necessary or appropriate to assure fully unto Assignees that the transaction described in this Assignment shall be 100% of the overriding royalty interests agreed to be conveyed in that certain unrecorded letter agreement between Assignor and Assignees executed and effective February 21, 2018.

Assignor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said property unto the said Assignees herein, their respective heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

WITNESS MY HAND this the 5th day of July 2018, but effective for all purposes as of January 1, 2018 at 7:00 a.m. CDT.

Assignor:

Great Western Drilling Ltd.

By: Bruce M. Brady
Bruce M. Brady, President

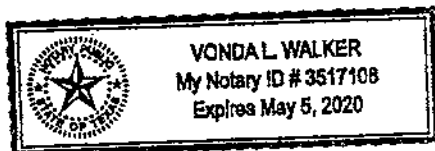
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 5th day of July 2018 by Bruce M. Brady, President of Great Western Drilling Ltd, is his authorized capacity to bind the limited partnership and on behalf of the partnership and company.

SEAL:



Vondal L. Walker
Notary Public in and for the State of Texas
Notary Printed Name: Vondal L. Walker
My Commission Expires: 5-05-20

Texas Royalty Brokers

STATE OF TEXAS
COUNTY OF BORDEN

20180840

I hereby certify that this instrument was FILED on the date and at the time entered
heron by me and was duly RECORDED in

VOL. 387 PG. 788

OPR RECORDS OF BORDEN COUNTY, TEXAS

RECORDED July 16, 2018 at 8:49 AM



Jana Underwood

Jana Underwood, County Clerk
Borden County, Texas

By *Bruce Buchanan* Deputy

Texas Royalty Brokers