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201700004600 RSGMT
12/27/2017 10:14:14 AM Total Pages: 5 Fee: 38.00
Carol Swize, County Clerk - Karnes County, Texas

**ASSIGNMENT OF WORKING
INTEREST IN AN OIL AND GAS WELLBORE**

(Janysek #2-H Well)

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KARNES §

THAT for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, TIDAL PETROLEUM, INC., a Texas Corporation (hereinafter referred to as "Assignor"), whose address is 5501 Mid Cities Parkway, Suite 200, Schertz, Texas 78154, subject to the following terms, provisions, definitions, and conditions, does hereby BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY to RICHARD L. FALKENHAGEN (hereinafter referred to as "Assignee"), whose address is 2222 HOLLY CREEK TRAIL TOMBALL, TX 77377 an Undivided 0.015151515 Working Interest in and to the oil, gas and mineral leases described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to collectively as the "Subject Leases"), IN SO FAR AND ONLY IN SO FAR as the Subject Leases cover the Janysek #2-H Wellbore ("Wellbore") rights in the Janysek #2-H Well being API# 255-35358 in Karnes County, Texas ("Subject Well"). The Wellbore is located in that certain tract of land lying and situated in Karnes County, Texas, and being more particularly described on the attached Exhibit "A". The Wellbore is depicted as the staked Janysek #2-H Well ("Subject Well") location on the Plat marked Exhibit "B", attached hereto and made a part hereof for all purposes.

It is expressly agreed that this Wellbore Assignment shall not vest in Assignee the following rights or privileges:

- (a) To sidetrack the Wellbore or in any way deviate from the existing Wellbore;
- (b) To recomplete or produce the Wellbore in any formation other than the Eagle Ford Formation;
- (c) To extend the Wellbore vertically or horizontally.

Notwithstanding the rules and regulations of the Railroad Commission of Texas, Assignor shall have the right, in its sole and absolute discretion, to designate acreage in any form surrounding the wellbore as "Proration Acreage," and there is reserved to the Assignor and Assignor's successors or assigns all oil, gas and related hydrocarbons outside the Wellbore's agreed Proration Acreage, together with the right to drill one or more horizontal drainholes through such Proration Acreage; provided, that portion of any horizontal drainhole drilled through Assignee's Proration Acreage as to the Eagle Ford Formation only shall be conclusively deemed to be a "no perforation zone." All other geological formations other than the Eagle Ford Formation are reserved to Assignor and may be explored and produced by Assignor.

This Assignment includes any renewal, extension, ratification and amendment to the Subject Leases. Assignor may amend the Subject Leases without the approval of Assignee.

Assignee has no individual right of ingress and egress across the Subject Leases for access to the assigned Wellbore or acreage. Assignor reserves to itself all rights-of-way, easements, servitudes, surface use agreements, off-lease site agreements and subsurface easements, subsurface leases, permits and licenses, if any, to the extent that they are transferable and are appurtenant to, or used in connection with the ownership or operation of the Wellbore herein assigned.

This Assignment is made subject to the following:

1. The terms and provisions of the Subject Leases, including Assignee's proportionate share of all royalties and overriding royalties (collectively, "Royalty") outstanding, under or against the Subject Leases, INsofar AND ONLY INsofar as the Subject Leases cover the Wellbore, and which are in existence as of the date of execution of this instrument, which Royalty totals an undivided .325000 of 8/8 (32.5%) of production of hydrocarbons from and/or attributable to the Subject Leases; and
2. The terms and provisions of the Subject Leases and Unit Designation as described on Exhibit "A" INsofar AND ONLY INsofar as the Subject Leases and Unit Designation cover the Wellbore.
3. The terms and provisions of that certain Operating Agreement dated October 17, 2016, by and between Tidal Petroleum, Inc., Assignor, as Operator, and Assignee and others, as Non-Operator, an executed copy of which is in the possession of Assignor and Assignee, reference to which is hereby made for all purposes ("JOA"). In the event of a conflict between the JOA and this Assignment, the terms and provisions of this Assignment shall control.
4. For purposes of this Assignment, the definition of "Wellbore" shall be the right of Assignee in this Assignment to participate as a Working Interest Owner in the Subject Well.
5. The continuing right reserved by Assignor to unilaterally and without prior consent or approval of Assignee release all or part of the Subject Leases, including all rights of Assignee to the Wellbore in the event of plugging and abandonment of the Subject Well and in accordance with the terms and provision of the Subject Leases and the JOA.

With respect to the Undivided Working Interest in and to the Subject Leases, INsofar AND ONLY INsofar as the Subject Leases cover the Wellbore, being assigned herein, this instrument is executed, delivered and recorded WITHOUT ANY REPRESENTATIONS OR WARRANTIES (OF TITLE, MERCHANTABILITY, OR OTHERWISE), EITHER STATUTORY, EXPRESS OR IMPLIED.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of Assignor and Assignee, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 19th day of November 2017, but shall be effective as of the date of the first production from the Subject Well.

ASSIGNOR:

TIDAL PETROLEUM, INC.

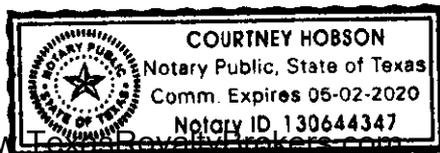
BY: [Signature]
JEFFREY SCHRANTZ, Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on this the 19th day of November 2017, by JEFFREY SCHRANTZ, Vice-President of TIDAL PETROLEUM, INC., a Texas Corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

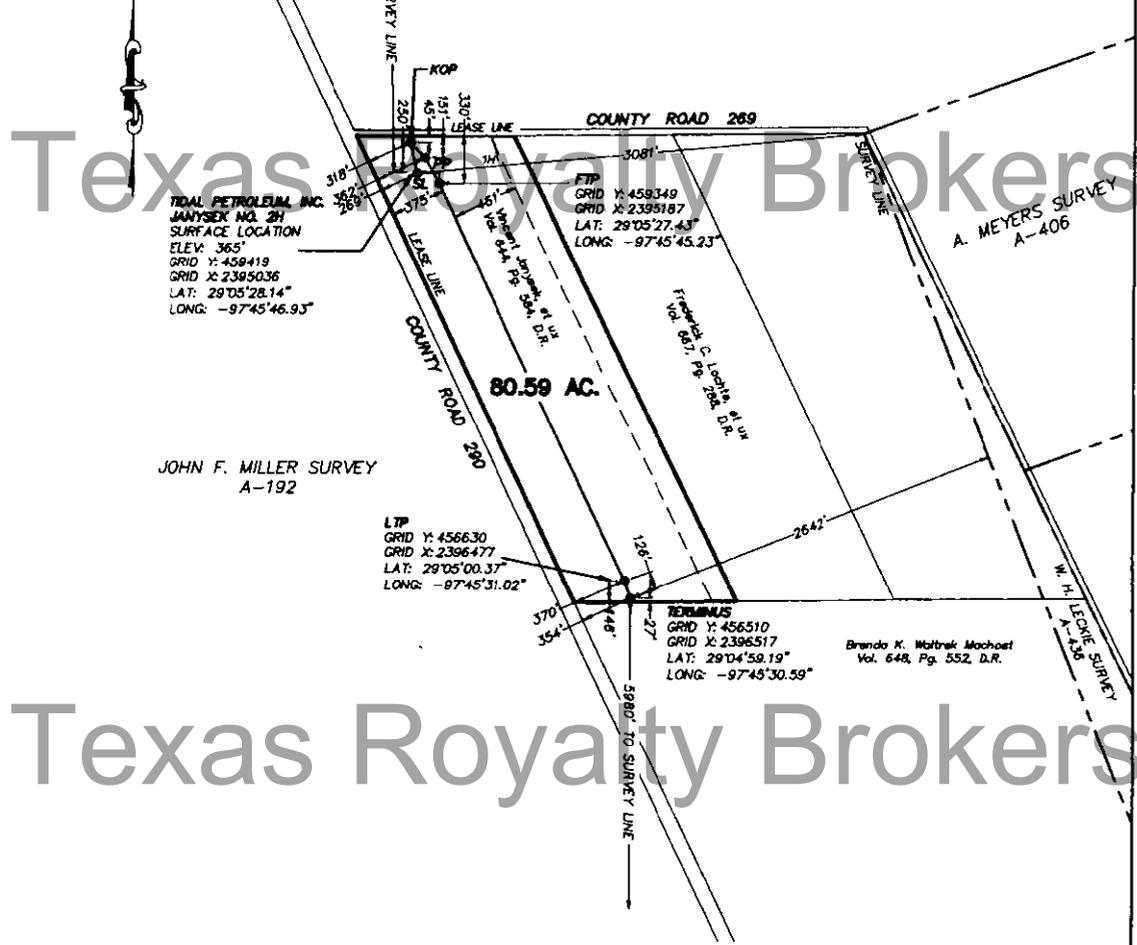
Dated: November 10, 2015
Lessor: 4-J Mineral, Ltd., a Texas Limited Partnership
Lessee: Tidal Petroleum, Inc.
Recorded: Document No. 201500146417, Official Public Records,
Karnes County, Texas.

Dated: November 10, 2015
Lessor: Stephen Janysek, Clare Janysek Smith, Lucy Janysek
Matejek, Susan Janysek Pauler, Individually and as Trustee
of the Daniel Elliff 2009 Trust and as Trustee of the
Brittany Elliff 2009 Trust and Kathryn Janysek Kopecki,
Individually and as Trustee of the Daniel Elliff 2009 Trust
and as Trustee of the Brittany Elliff 2009 Trust

Lessee: Tidal Petroleum, Inc.
Ratification: Document No. 201500146419, Official Public Records,
Karnes County, Texas.

Texas Royalty Brokers

Texas Royalty Brokers



Surface Hole Location (SHL) is situated approximately 12 miles south of the town of Nixon, TX.
 There may be existing pipelines not shown on this plat. Use the Texas One Call System to locate pipelines before performing any excavation on this property.
 Bearings, distances, and coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1927, South Central Zone.
 Geographic coordinates are based on North American Datum of 1927.

PLAT SHOWING AS-DRILLED LOCATION MADE FOR
TIDAL PETROLEUM, INC.
JANYSEK - WELL NO. 2H AS-DRILLED
JOHN F. MILLER SURVEY, A-192
KARNES COUNTY, TEXAS



This plat meets the requirements for filing a well location plat with the Texas Railroad Commission and is intended solely for that purpose. This plat is not intended to represent a boundary survey and does not meet the requirements for boundary surveys in the State of Texas, prepared this the 27th day of November, 2017.



FIRM REG. NO. 10193705
 600 Second Street
 P.O. Box 1284
 Woodsboro, TX 78393
 Phone 361-543-8161
 Fax 361-288-8438



Nathan Eby
 Registered Professional Land Surveyor
 Registration No. 6198

FILED AND RECORDED

Instrument Number: 201700004600

Filing and Recording Date: 12/27/2017 10:14:14 AM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL RECORDS of Karnes County, Texas.



Carol Swize

Carol Swize, County Clerk
Karnes County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

crodriguez

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