

**Official Record**Recording requested By  
MAKOIL INC.

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$49.00

Page 1 of 11

RPTT:

Recorded By: AE

Book- 305 Page- 0249

**Recording Requested By  
And When Recorded,  
Document to:****Makoil Inc.**  
500 Rainbow Blvd., #300  
Las Vegas, Nevada 89107

0150055

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**COVER PAGE****Date: August 2, 2016****Previously recorded by Nye County, Nevada****Recorder and Auditor  
Lincoln County, Nevada  
Leslie Boucher  
181 North Main Street  
Suite 202  
P.O. Box 218  
Pioche, NV 89043****Fax: 775-962-5482****Telephone: 775-962-8076****Document Charge \$14.00  
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Conformance Copy \$0.0 per telephone  
Conversation w/recorder's office.****Check Enclosed \$34.00****Enclosed For Return:  
Self-Addressed, Stamped Env.**



0150055

Book: 305  
Page: 250

08/08/2016  
Page: 2 of 11

**Recording Requested By  
And When Recorded,  
Document To:**

Makoil Inc.  
500 N. Rainbow Blvd., #300  
Las Vegas, Nevada 89107

**DOC # 857537**

Official Records Nye County Nevada  
Deborah Beatty - Recorder  
07/28/2016 02:50:36 PM  
Requested By: MAKOIL INC  
Recorded By: dg RPTT:\$0  
Recording Fee: \$23.00  
Non Conformity Fee: \$0.00  
Page 1 of 10



**ASSIGNMENT OF OIL AND GAS INTERESTS**

**THIS ASSIGNMENT OF OIL AND GAS INTERESTS** is made and entered into on April 27, 2016 (the "Closing Date"), effective as of March 31, 2016, at 7:00 a.m., local time (the "Effective Date"), by and between FX ENERGY, INC., a Nevada corporation (f.k.a. Frontier Exploration Company); and FX PRODUCING COMPANY, INC., a Nevada corporation, (hereinafter collectively "ASSIGNOR"), 3006 S. Highland Dr., #206, Salt Lake City, Utah 84106, and MAKOIL INC., a Nevada corporation ("ASSIGNEE"), 500 N Rainbow Blvd., #300, Las Vegas, Nevada 89107.

Pursuant to the terms of the Purchase and Sale Agreement entered into and effective as of March 15, 2016 (the "PSA"), between ASSIGNOR and ASSIGNEE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby convey, assign and transfer to ASSIGNEE, all of ASSIGNOR'S rights, title and interests in and to the following (the "Property"):

- (a) The oil and gas leases described in Exhibit A (the "Leases") and any and all other interests in oil and gas (including royalty and overriding royalty interests) owned by ASSIGNOR in or to any of the lands described in Exhibit A and otherwise in the State of Nevada (the "Lands") and all rights, privileges and obligations appurtenant to those interests, Leases and Lands, together with all rights and interests in any unit or communitization area in which the Leases or Lands are included to the extent that such rights and interests arise from or are associated with such Leases or such Lands;
- (b) All oil, gas and condensate wells (whether producing, not producing or abandoned), and all water injection and other injection and disposal wells and systems located on the Leases or the Lands, including, but not limited to, those described in Exhibit A [collectively the "Wells"], together with all equipment, facilities, pipelines, flow lines, gathering systems, tank batteries, improvements, fixtures, inventory, movables, immovables, abandoned property and junk, and other personal and real property on the Leases or the Lands or used in developing or operating the Leases, the Lands or the Wells, or producing, treating, storing, compressing, processing or transporting water or hydrocarbons on or from the Leases, the Lands or the Wells [collectively the "Lease Property and Equipment"];



- (c) To the extent assignable or transferable, all permits, licenses, easements, rights-of-way, servitudes, surface leases, surface use agreements, and similar rights and interests, (if any) INSOFAR ONLY as they are applicable to or used in operating the Leases, the Lands, the Wells, or the Lease Property and Equipment [collectively the “Permits and Easements”];
- (d) To the extent assignable or transferable, all contracts and contractual rights, obligations and interests, including, but not limited to, those listed in Exhibit A [collectively the “Related Contracts”], INSOFAR ONLY as the Related Contracts cover or are attributable to the Leases, the Lands, the Wells, the Lease Property and Equipment or the Permits and Easements (and specifically excluding any contract for the sale of crude oil or gas); and
- (e) Subject to any confidentiality or other contractual provisions restricting the assignment or transfer of such records, files and data, to the extent assignable or transferable, all other tangibles, miscellaneous interests and other assets on or used in connection with the Leases, the Lands, the Wells, the Lease Property and Equipment, or the Permits and Easements, or any other oil (collectively the “Miscellaneous Personal Property”), including, but not limited to, copies (to be made at Assignee’s expense), of all records, files and other data which relate to the Leases, the Lands, the Wells, the Lease Property and Equipment, the Permits and Easements and the Related Contracts, including, but not limited to, all lease files, land files, well files, production records, division order files, abstracts, title opinions, contract files, regulatory and environmental files, and geological and geophysical information and data (including, but not limited to, 2-D and 3-D seismic data, velocity surveys and gravitational data), (collectively the “Property Records”).

Notwithstanding anything to the contrary above, the Property to be conveyed and assigned under this Assignment does not include, and there shall be reserved and retained by ASSIGNOR, all of the following (collectively the “Retained Interests”):

- (1) ASSIGNOR’S intellectual property used in developing or operating the Leases, the Lands, the Wells, or the Lease Property and Equipment including proprietary computer software, computer software licensed from third parties, patents, trade secrets, copyrights, trade names, trademarks and logos.
- (2) ASSIGNOR’S corporate, financial and tax records, and legal files (except that ASSIGNOR will provide ASSIGNEE with copies of any non-confidential legal files that pertain to any tax records that are necessary for ASSIGNEE’S ownership, administration or operation of the Leases, the Lands, the Wells, the Lease Property and Equipment or the Related Contracts);
- (3) Notwithstanding any other provision of this Assignment to the contrary, any records or information that is protected by the attorney-client privilege or that ASSIGNOR considers proprietary or confidential (including employee information and internal valuation data regarding the Leases, the Lands, the Wells, the Lease Property and Equipment, the Miscellaneous Personal Property and the Related Contracts), or which ASSIGNOR cannot legally provide to ASSIGNEE because of third-party restrictions;



- (4) Trade credits and rebates from contractors, vendors and purchasers, and adjustments or refunds attributable to any period before the Effective Date, including transportation tax credits and refunds, tariff refunds, take-or-pay claims, crude oil imbalances, insurance premium adjustments, and audit adjustments under the Related Contracts;
- (5) Claims of ASSIGNOR for refund of or loss carry forwards with respect to (i) production, windfall profit, severance, ad valorem, net proceeds of minerals, barrel and any other taxes attributable to any period prior to the Effective Date, (ii) income and franchise taxes, or (iii) any taxes attributable to the excluded items described in this Section;
- (6) (i) All deposits, cash, checks in process of collection, cash equivalents and funds attributable to any period prior to the Effective Date, (ii) all accounts and notes receivable attributable to any period prior to the Effective Date, and (iii) any security or other deposits made with third parties prior to the Effective Date;
- (7) All proceeds, benefits, income and revenues attributable to periods prior to the Effective Date received in connection with (i) accounts receivable relating to the Property (other than accounts receivable related to joint interest billings under applicable operating agreements for the period between the Effective Date and the Closing Date, it being recognized and agreed that ASSIGNEE will receive full credit for such receivables pursuant to the provisions of the PSA, or (ii) any excluded items described in this Section;
- (8) Claims and causes of action arising from acts, omissions or events, or damage or destruction of the Property before the Effective Date, and all rights, titles, claims and interests of ASSIGNOR (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards with respect to the Property for the period prior to the Effective Date;
- (9) All rights, obligations, benefits, awards, judgments, and settlements, if any, applicable to any pending and potential litigation, claims or proceedings, to the extent relating to times prior to the Effective Date;
- (10) (i) All radio towers, remote terminal units, personal computer equipment, vehicles, drilling and work over rigs, tools and equipment used by ASSIGNOR to service oil and gas properties not covered by this Assignment, communication equipment, and photocopy machines, wherever located, (ii) all leased vehicles and equipment for which ASSIGNEE does not assume the applicable lease under the PSA, and (iii) all third party equipment and property located on or used in connection with the Leases, the Lands, the Wells, or the Lease Property and Equipment, including contractor equipment;

This Assignment is made with such warranties as are set forth in the PSA (and is subject to any and all limitations for making claims thereunder, as set forth in the PSA) and is subject to all

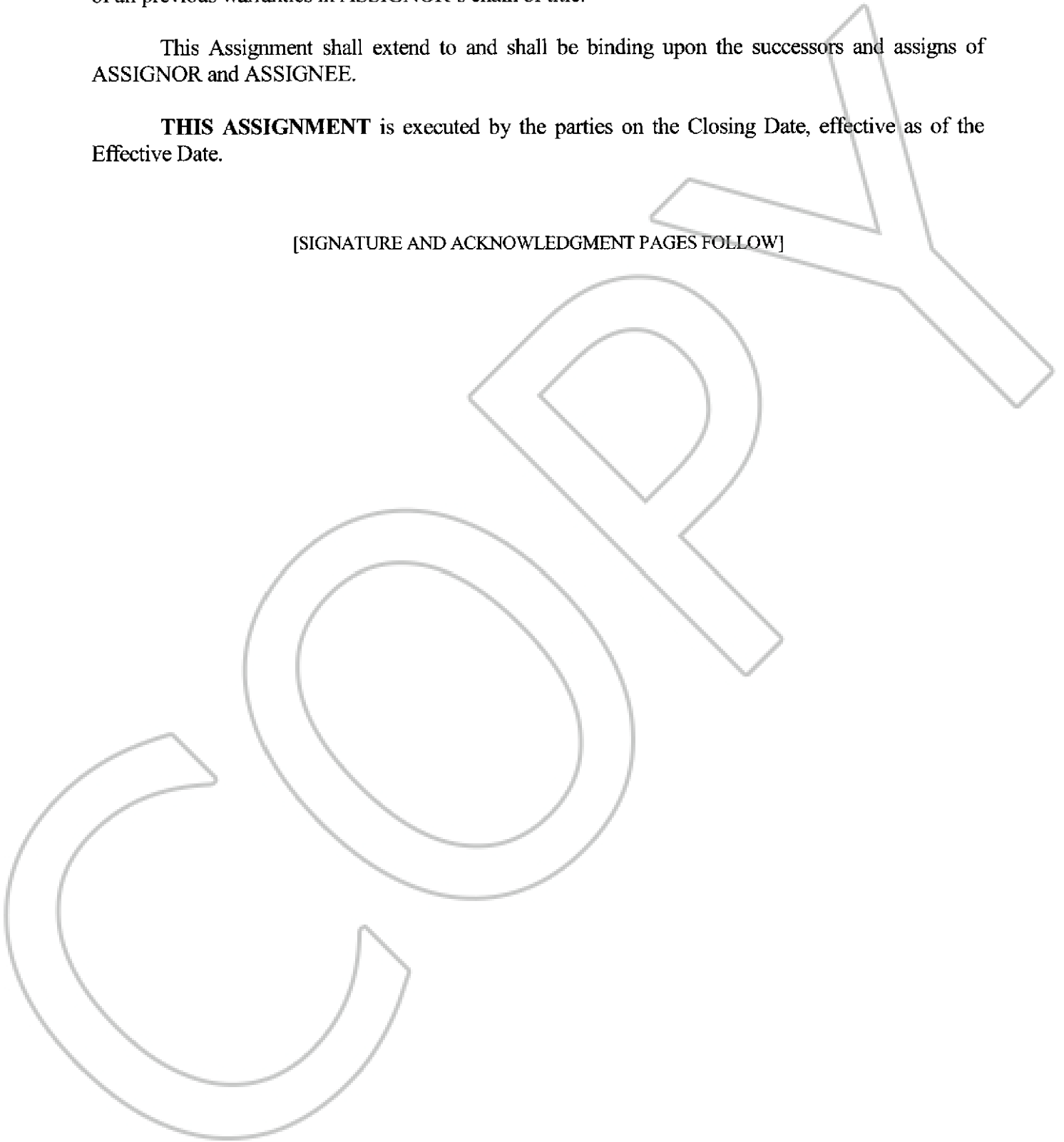


disclaimers of warranties, as set forth in the PSA. ASSIGNOR quitclaims to ASSIGNEE the benefit of all previous warranties in ASSIGNOR's chain of title.

This Assignment shall extend to and shall be binding upon the successors and assigns of ASSIGNOR and ASSIGNEE.

**THIS ASSIGNMENT** is executed by the parties on the Closing Date, effective as of the Effective Date.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]








**ASSIGNEE:**

**MAKOIL INC.**

By:   
Gregg S. Kozlowski President

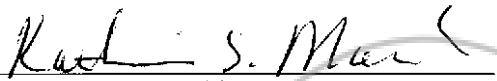
STATE OF CALIFORNIA           §  
  §  
COUNTY OF ORANGE         §

On April 26, 2016, or before me, Katherine S. MacKenzie, Notary Public, personally appeared Gregg S. Kozlowski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

  
Signature Notary Public

My commission expires: March 11, 2018





**EXHIBIT A**

**TO**

**ASSIGNMENT OF OIL AND GAS INTERESTS**

**LEASE OWNERSHIP DESCRIPTIONS / WELLS**

**FEDERAL LEASE NVN-42700**

**A. ACREAGE AND INTEREST TO BE CONVEYED**

1.	<b>Trap Spring #14-42</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 14: SE/4NE/4 Restricted to include the said lands from the surface to a subsurface depth of 3,843' or the stratigraphic equivalent thereof, being the total depth drilled in the Trap Spring #14-42 Well located in the SE/4NE/4, Section 14, T9N, R56E Nye County, Nevada Containing 40.00 acres, more or less	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 0.00%	<u>WI</u> 21.60%	<u>NRI</u> 18.90%
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This Assignment is further made subject to the terms and conditions of that certain Farmout Letter Agreement dated May 12, 1988

**FEDERAL LEASE NVN-07403**

**A. ACREAGE AND INTEREST TO BE CONVEYED**

1.	<b>Munson Ranch #13-1</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 13: SE/4NW/4 Insofar and only insofar as it covers from the surface down to the stratigraphic equivalent of the total depth being 4,405 feet drilled in the #13-1 well. Nye County, Nevada. Containing 40 acres, more or less.	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 3.3568%	<u>WI</u> 46.00%	<u>NRI</u> 38.70589%
2.	<b>Munson Ranch #13-45</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 13: NW/4SW/4 Insofar and only insofar as it covers from the surface down to the stratigraphic equivalent of the total depth being 4,319 feet drilled in the #13-45 well located in the NW/4SW/4, Sec. 13, T9N, R56E, Nye County, Nevada. Containing 40 acres, more or less.	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 20.00%	<u>WI</u> 46.00%	<u>NRI</u> 31.050%





3.	<b>Munson Ranch #13-46</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 13: NE/4SW/4 Insofar and only insofar as it covers from the surface down to the stratigraphic equivalent of the total depth being 4,353 feet drilled in the #13-46 well located NE/4SW/4, Sec. 13, T9N, R56E, Nye County, Nevada. Containing 40 acres, more or less.	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 20.00%	<u>WI</u> 46.00%	<u>NRI</u> 31.050%
4.	<b>Munson Ranch #14-33</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 14: NW/4SE/4 Insofar and only insofar as it covers from the surface down to the stratigraphic equivalent of the total depth being 3,810 feet drilled in the #14-33 well located in the NW/4SE/4, Sec. 14, T9N, R56E, Nye County, Nevada. Containing 40 acres, more or less.	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 20.00%	<u>WI</u> 46.00%	<u>NRI</u> 31.050%
5.	<b>Munson Ranch #14-49</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 14: NE/4SE/4 Insofar and only insofar as it covers from the surface down to the stratigraphic equivalent of the total depth being 4,019 feet drilled in the # 14-49 well located NE/4SE/4, Sec. 14, T9N, R56E, Nye County, Nevada. Containing 40 acres, more or less.	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 20.00%	<u>WI</u> 46.00%	<u>NRI</u> 31.050%
6.	<b>Munson Ranch #14-49X</b>	<u>TOWNSHIP 9 NORTH, RANGE 56 EAST, MDM</u> Section 14: SE/4NE/4SE/4 Insofar and only insofar as it covers from the surface down to the stratigraphic equivalent of the total depth being 4,395 feet drilled in the #14-49X well located in the SE/4NE/4SE/4, Sec. 14, T9N, R56E, Nye County, Nevada. Containing 10 acres, more or less.	<u>Royalty</u> 12.50%	<u>Of Record</u> <u>ORRI</u> 20.00%	<u>WI</u> 50.50%	<u>NRI</u> 34.0875%

**B. LEASE CONSOLIDATION – LEASE NVN-12806 & NVN-07403**

Effective Lease Consolidation Date.....11/19/1990  
Consolidation Lease Anniversary Date.....05/01/1973



**FEDERAL LEASE NVN-062218**

Township 7 North, Range 65 East, MDM  
Section 13: Entire Section

Royalty      Of      WI      NRI  
12.50%      Record      100%      87.50%  
ORRI  
0.00%

Lincoln County Nevada  
Containing 640.00 acres, more or less.

**FEDERAL LEASE NVN-063270**

Township 7 North, Range 66 East, MDM  
Section 19, E2W2

Royalty      Of      WI      NRI  
12.50%      Record      100%      87.50%  
ORRI  
0.00%

Township 7 North, Range 66 East, MDM  
Section 19 Lots 1-4

Lincoln County Nevada  
Containing 310.660 acres, more or less.

**FEDERAL LEASE NVN-087512**

Township 7 North, Range 66 East, MDM  
Section 19, NENE

Royalty      Of      WI      NRI  
12.50%      Record      100%      87.50%  
ORRI  
0.00%

Lincoln County Nevada  
Containing 40 acres, more or less.

**FEDERAL LEASE NVN-061990**

Township 7 North, Range 66 East, MDM  
Section 30, E2, E2W2

Royalty      Of      WI      NRI  
12.50%      Record      100%      87.50%  
ORRI  
0.00%

Township 7 North, Range 66 East, MDM  
Section 30 Lots 1-4

Lincoln County Nevada  
Containing 631.286 acres, more or less.

**FEDERAL LEASE NVN-083778**

Township 10 North, Range 56 East, MDM  
Section 25, SESE

Royalty      Of      WI      NRI  
12.50%      Record      100%      87.50%  
ORRI  
0.00%

Nye County Nevada  
Containing 40 acres, more or less.



**RELATED CONTRACTS**

NONE.

