

**DOC # 0223933**

04/04/2013

01:42 PM

**Official Record**

Recording requested By  
GENESEE ENERGY CO, LLC

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Fee: \$44.00

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RPTT:

Recorded By: LLH

Book- 548 Page- 0229

Genesee Energy Company, LLC  
25205 Genesee Avenue  
Golden, Colorado 80401



0223933

Cover Page for

Assignment, Bill of Sale and Conveyance dated effective January 1, 2013 by and between Resource Legacy Investments, LLC as Assignor and Genesee Energy Company, LLC as Assignee.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF NEVADA )

COUNTY OF EUREKA )

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of January 1, 2013, at 7:00 a.m., local time in Eureka county, Nevada (the "Effective Date"), is from RESOURCE LEGACY INVESTMENTS, L.L.C., a Colorado limited liability company ("ASSIGNOR"), with an address at 601 Corporate Circle, Golden, Colorado 80401, to Genesee Energy Company, LLC ("ASSIGNEE"), with an address of 25205 Genesee Avenue, Golden, Colorado 80401.

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 sell, convey, assign and transfer to ASSIGNEE, one percent (1%) of the undivided interests set forth in Exhibit A attached hereto and made a part hereof (the "Transferred Interests") in and to the following (the "Property"):

- (a) The oil, gas and mineral leases described in Exhibit A, insofar as they cover any or all of the lands described in Exhibit A (the "Lands"), together with all rights, privileges and obligations appurtenant thereto, including rights in any unit in which said leases or Lands are included (collectively the "Leases");
- (b) All oil, gas and condensate wells (whether producing, not producing or abandoned), and the water source, water injection and other injection and disposal wells and systems located on the Leases or the Lands, or used in connection therewith, including without limitation those described in Exhibit A (collectively the "Wells"), together with all equipment, facilities, and fixtures located on or used in developing or operating the Leases, the Lands, or the Wells, or producing, storing, treating or transporting oil, gas, water, or other products or byproducts, including pipelines, flow lines, gathering systems, tank batteries, improvements, fixtures, inventory, movables, immovable, abandoned property and junk, but specifically excluding compression equipment related to air-injection operations (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 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, 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
- (e) To the extent assignable or transferable, all other tangibles, miscellaneous interests and other assets on or used in connection with the lease, the Lands, the Wells, the lease Property and Equipment, the Permits and Easements, or the Related contracts, and lease, land and well files, production records, title opinions, contract, regulatory and environmental files, and geological and geophysical information (collectively the "Property Records").
- (f) The Properties are conveyed free and clear of all liens and encumbrances.
- (g) This Assignment, Bill of Sale and Conveyance is subject to the terms and conditions of that certain Settle Agreement and Mutual Release by and between Resource Strategies, LLC, Resource Legacy Investments, LLC and Steven R. Dille dated January 31, 2013.

ASSIGNOR warrants title to the Transferred Interests in the Property against burdens, claims, title defects and other matters arising by, through or under ASSIGNOR. ASSIGNOR quitclaims to ASSIGNEE the benefit of all previous warranties in ASSIGNOR'S chain of title, insofar as they may cover the Transferred Interests in the Property.

Except for the special warranty of title set forth above and for those representations and warranties made by ASSIGNOR, ASSIGNOR CONVEYS THE TRANSFERRED INTERESTS IN THE

PROPERTY TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO (i) THE CONDITION OR MERCHANTABILITY OF THE TRANSFERRED INTERESTS IN THE PROPERTY, (ii) THE FITNESS OF THE TRANSFERRED INTERESTS IN THE PROPERTY FOR ANY PARTICULAR PURPOSE, OR (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ASSIGNEE HAS INSPECTED (OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT), THE TRANSFERRED INTERESTS IN THE PROPERTY AND IS SATISFIED AS TO THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY AND ENVIRONMENTAL CONDITION (BOTH SURFACE AND SUBSURFACE) OF THE TRANSFERRED INTERESTS IN THE PROPERTY AND EXPRESSEDLY AND KNOWINGLY ACCEPTS THE TRANSFERRED INTERESTS IN THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. Without limiting the generality of the foregoing, ASSIGNOR makes no representation or warranty as to (i) the amount, value, quality, quantity, volume or deliverability of any oil, gas or other minerals or reserves (if any) in, under or attributable to the Transferred Interests in the Property, (ii) the physical, operating, regulatory compliance, safety or environmental condition of the Transferred Interests in the Property, (iii) the geological or engineering condition of the Transferred Interests in the Property or any value thereof; (iv) the ability of the Transferred Interests in the Property to generate income or profits; or (v) the cost of owning or operating the Transferred Interests in the Property.

To the extent that the Transferred Interests in the Property cover state or federal leases, separate assignments on the appropriate state or federal forms required for filing in the applicable state or federal records are being delivered contemporaneously herewith. Such separate assignments are intended to cover the same interests that are being conveyed hereby.

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 as of the Effective Date.

ASSIGNOR:

RESOURCE LEGACY INVESTMENTS, L.L.C

By: Resource Strategies, LLC its Manager

By: The Erie County Investment Co., its Manager

By: David E. Bailey, President

ASSIGNEE:

GENESEE ENERGY COMPANY, LLC

By: Steven R. Dille, Manager



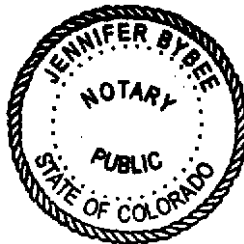
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STATE OF COLORADO §

COUNTY OF JEFFERSON §

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of <sup>March</sup>~~February~~, 2013, by David E. Bailey President of The Erie County Investment Co., Manager of Resource Strategies, LLC, a Utah limited liability company, Manager of Resource Legacy Investments, LLC a Colorado limited liability company.



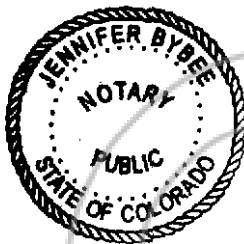
Signature

*Jennifer Bybee*  
Notary Public in and for the State of  
Colorado  
Commission Expires: 5-21-14

STATE OF COLORADO §

COUNTY OF JEFFERSON §

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of <sup>March</sup>~~February~~, 2013, by Steven R. Dille Manager of Genesee Energy Company, LLC a Colorado limited liability company.



Signature

*Jennifer Bybee*  
Notary Public in and for the State of  
Colorado  
Commission Expires: 5-21-14

| Federal<br>Lease No.                           | LESSOR  | LESSEE                      | DATED     | BOOK<br>PAGE        | DESCRIPTION   | COUNTY |
|--|---|-----------------------------|-----------|---------------------|---|--------|
| NVN-52055<br>Segregated<br>From<br>USA N-10613 | United States of America<br>Bureau of Land Management | Merle C. Chambers           | 11/1/1974 |                     | T27N, R52E MDM<br>Section 7: SE¼<br>Section 9: N¼NW¼, SE¼NW¼, W½SW¼<br>Section 22: W½SW¼  | Eureka |
| NVN-11348                                      | United States of America<br>Bureau of Land Management | Suzanne D. Buoy             | 5/1/1975  | Book 57<br>Page 256 | T27N, R52E MDM<br>Section 7: NE¼<br>Section 8: W¼, SE¼, SW¼   | Eureka |
| NVN-87558                                      | United States of America<br>Bureau of Land Management | Grant Canyon Oil & Gas, LLC | 4/1/2010  |                     | T27N, R52E MDM<br>Section 4: Lots 1-4, SW¼, S¼<br>Section 5: Lots 1-4, SW¼, S¼<br>Section 6: Lots 1-7, SE¼NW¼, SW¼, E½SW¼, SE¼<br>Section 7: Lots 1-4, E½W¼ | Eureka |



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**Exhibit B**

Attached to and made a part of that certain Assignment and Bill of Sale by and between Resource Legacy Investments, LLC and Genesee Energy Company, LLC  
dated February \_\_, 2013  
Eureka County, Nevada

**DEVONIAN FORMATION WELLS**

| Well Name                                   | Field     | Sec  | Twn | Rge | Interests owned by<br>Resource Legacy Investments, LLC |         | Interests Assigned to<br>Genesee Energy Company, LLC |         |
|---|-----------|------|-----|-----|--|---------|--|---------|
|   |           |      |     |     | W1 (%)   | NRI (%) | W1 (%)   | NRI (%) |
| Blackburn 3, 10, 12, 14, 16, 18,<br>19 & 21 | Blackburn | 7, 8 | 27N | S2E | 35.000   | 27.650  | 0.3500   | 0.2765  |

**CHAINMAN and INDIAN WELLS FORMATION WELLS**

|               |           |      |     |     |        |        |        |        |
|---------------|-----------|------|-----|-----|--------|--------|--------|--------|
| Blackburn #3  | Blackburn | 7, 8 | 27N | S2E | 34.440 | 27.210 | 0.3444 | 0.2721 |
| Blackburn #14 |           |      |     |     | 34.440 | 27.210 | 0.3444 | 0.2721 |
| Blackburn #10 |           |      |     |     | 34.440 | 27.210 | 0.3444 | 0.2721 |
| Bucy #1       |           | 6    | 27N | S2E | 33.333 | 29.166 | 0.3333 | 0.2917 |