

2019-238671

05/21/2019 02:19 PM

DAVID G. STOLFA

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LISA HOEHNE, CLERK RECORDER

APN _____

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APN _____

Recording Requested By:

Name **David G. Stolfa**

Address 3300 South Columbine Circle

City / State / Zip Englewood, CO 80113

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(Print Name Of Document On The Line Above)

☐ I the undersigned hereby affirm that this document submitted for recording contains personal information (social security number, driver's license number or identification card number) of a person as required by specific law, public program or grant that requires the inclusion of the personal information. The Nevada Revised Statute (NRS), public program or grant referenced is:

(Insert The NRS, public program or grant referenced on the line above.)

Signature

Name Typed or Printed

This page is added to provide additional information required by NRS 111.312 Sections 1-2.
This cover page must be typed or printed. Additional recording fee applies.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated as of April 30, 2019 (the "Effective Date"), is from GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company ("GCOG"), with an address at 717 Seventeenth Street, Suite 1400, Denver, Colorado 80202, and RESOURCE LEGACY INVESTMENTS, LLC, a Colorado limited liability company ("RLI"), with an address at 601 Corporate Circle, Golden, Colorado 80401, to the assignees listed on Annex 1 attached hereto and made a part hereof (hereinafter collectively referred to as "Assignees," and each, individually, as an "Assignee"). GCOG and RLI may hereinafter be collectively referred to as "Grantors," and each, individually, as a "Grantor."

1. FOR TEN DOLLARS (\$10.00) and other good, valuable and sufficient consideration received by Grantors, the receipt and sufficiency of which are hereby acknowledged, subject to the Reserved Interests (as defined below), Grantors do hereby grant, convey, sell, bargain, assign and deliver, unto Assignees, in the allocable shares set forth on Annex 1, an aggregate undivided 38.429483-percent leasehold working interest (the "Conveyed Interest"), in and to the following (the "Property"):

A. The oil, gas and mineral leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), INsofar AND ONLY INsofar as the Leases cover the lands described in Exhibit "A" (the "Lands"), together with any and all rights, privileges, liabilities and obligations appurtenant thereto; and

B. To the extent assignable or transferable, all easements, rights-of-way, servitudes, and similar rights and interests applicable to or used in conducting exploration, development, production, transportation and other operations on or in respect of any of the Lands relating to oil, gas, other hydrocarbons and any other minerals covered by the Leases, INsofar AND ONLY INsofar as the Leases cover the Lands.

For all purposes hereof, the "Reserved Interests" shall mean Grantors' reservation of: (1) any and all leasehold working interests in and to the Property in excess of the undivided 38.429483-percent leasehold working interest being conveyed to Assignees pursuant hereto (the "Reserved Working Interests"); (2) an overriding royalty interest (the "Base ORRI") proportionately reduced to the leasehold working interest being conveyed hereby, which shall be calculated in the same manner as the lessor's royalty payable pursuant to each of the Leases and shall be free and clear of all costs of exploration, drilling, development and operations, but shall be subject to its proportionate share of production

taxes, in an amount equal to the excess, if any, of 17.5 percent over the sum of all existing royalties and overriding royalties burdening each of the Leases, INsofar AND ONLY INsofar as the Leases cover the Lands; and (3) an overriding royalty interest (the "Convertible ORRI"), proportionately reduced to the leasehold working interest being conveyed hereby, which shall be calculated in the same manner as the lessor's royalty payable pursuant to each of the Leases and free and clear of all costs of exploration, drilling, development and operations, but shall be subject to its proportionate share of production taxes, in an amount equal 2.50 percent; provided that at "Payout" (as defined on Schedule I attached hereto and made a part hereof) the Convertible ORRI shall automatically be converted into a 25.00-percent working interest, proportionately reduced to the leasehold working interest being conveyed hereby (the "Back-In"), in and to all of the Leases, INsofar as the Leases cover all of the Lands (including both the Lands inside the spacing units for producing wells and the Lands outside such spacing units). Upon the occurrence of Payout, each Assignee shall promptly execute and deliver to Grantors recordable re-assignments of the Back-In on appropriate forms prepared by Grantors for filing in the applicable county and federal records and including warranties of title against burdens, encumbrances, title defects and other matters arising by, through or under such Assignee, but not otherwise; provided that if any Assignee fails or refuses to promptly execute and deliver any such re-assignment, Grantors shall have the right to execute and record an affidavit stating that Payout has occurred, which affidavit shall be conclusive evidence of the occurrence of Payout and the vesting of the Back-In in Grantors in the following proportions: GCOG - 2/3, and RLI - 1/3.

TO HAVE AND TO HOLD the Conveyed Interest, together with all and singular the rights and appurtenances thereunto and in any way belonging, unto Assignees and their successors and assigns forever.

2. Each Grantor warrants title to the portion of the Conveyed Interest beneficially owned by such Grantor that is being assigned to Assignees hereunder against burdens, encumbrances, title defects and other matters arising by, through or under such Grantor, but not otherwise.

3. EACH GRANTOR EXPRESSLY DISCLAIMS AND NEGATES ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND EACH ASSIGNEE WAIVES ANY AND ALL OF THE AFOREDESCRIBED WARRANTIES AS TO THE CONVEYED INTEREST AND ACCEPTS THE CONVEYED INTEREST "AS IS, WHERE IS AND WITH ALL FAULTS". ALL DESCRIPTIONS OF THE CONVEYED INTEREST OR ANY PART THEREOF HERETOFORE OR HEREAFTER FURNISHED TO ANY ASSIGNEE BY EITHER GRANTOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR SUCH ASSIGNEE'S CONVENIENCE AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY EITHER GRANTOR. NEITHER GRANTOR SHALL HAVE ANY LIABILITY TO ANY ASSIGNEE FOR ANY CLAIMS, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE

CONVEYED INTEREST OR ANY PART THEREOF, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY ARISING OUT OF SUCH ASSIGNEE'S ACQUISITION THEREOF.

4. Miscellaneous.

(A) This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, and the terms hereof shall constitute covenants running with the land.

(B) Each party hereto hereby agrees to execute, acknowledge and deliver to the other party hereto, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively carry out this Assignment and the transactions contemplated hereby.

(C) Unless provided otherwise, all recording references in any Exhibit hereto are to the official real property records of the county in which the respective Property is located. All Exhibits attached to this Assignment are incorporated herein by reference and shall constitute a part of this Assignment.

(D) This Assignment may not be amended except by an instrument expressly modifying this Assignment signed by each of the parties hereto. No waiver by either party hereto of any breach of any provision of this Assignment shall be binding unless made expressly in writing.

(E) This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.


(F) This Assignment shall be governed by and construed under the laws of the State of Nevada, without regard to conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantors have caused this Assignment to be executed and delivered effective as of the Effective Date, and each Assignee has joined in the execution and delivery of this Assignment to evidence its acceptance of the Conveyed Interest upon the terms and conditions set forth herein, effective as of the Effective Date.

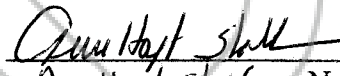
GCOG:

GRANT CANYON OIL & GAS, LLC

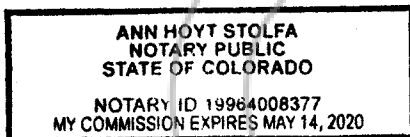
By: 
Michael D. O'Neal,
President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Michael D. O'Neal, as President of GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.


Ann Hoyt Stolfa, Notary Public

(SEAL)



GCOG Signature Page

ASSIGNEE:

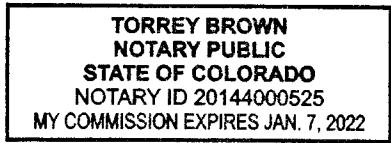
AHBE CAPITAL INVESTMENT GROUP INC.

By: [Signature]
Printed Name: JEFF AHBE
Title: PRESIDENT

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Jeff ~~Ahbe~~, as President of, Ahbe Capital Investment Group Inc., a Colorado Corporation, on behalf of said company. Witness my hand and official seal.

AHBE
[Signature]



(SEAL)

Torrey Brown
Torrey Brown, Notary Public
(Name Printed)

Assignee Signature Page

[Signature]

ASSIGNEE:

AJT1 PINE VALLEY BASIN OIL AND GAS, LLC

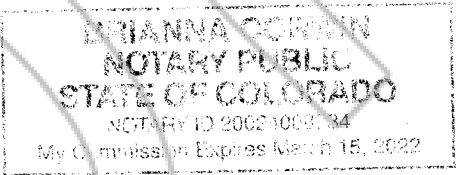
By: [Signature]
Printed Name: Adam Riddle
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 14 day of May, 2019, by Adam Riddle, as Manager of, AJT1 PINE VALLEY BASIN OIL AND GAS, LLC, a Colorado Limited Liability Company, on behalf of said company. Witness my hand and official seal.

[Signature]
Brianna Corwin, Notary Public
(Name Printed)

(SEAL)



ASSIGNEE:

BIG SKY INVESTORS, INC.

By: Cameron Peach
Cameron Peach,
CEO/President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF _____ }

On May _____, 2019, before me, _____, Notary Public, personally appeared Cameron Peach, 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.

Notary Public

(SEAL)

SEE NEXT PAGE

Assignee Signature Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

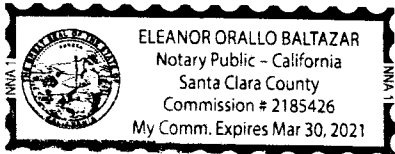
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On 05/13/19 before me, Eleanor O. Baltazar, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cameron Peach
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature E O. Baltazar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

ASSIGNEE:

BLIND 7 LLC

By: Cameron Peach
Cameron Peach,
CEO/President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On May _____, 2019, before me, _____, Notary Public, personally appeared Cameron Peach, 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.

Notary Public

(SEAL)

SEE NEXT PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On 06/13/19 Date

before me, Eleanor O. Baltazar, Notary Public

personally appeared

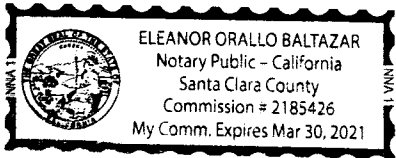
Cameron Peach

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature

E. O. Baltazar

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer — Title(s):

Partner — Limited General

Individual

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer — Title(s):

Partner — Limited General

Individual

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

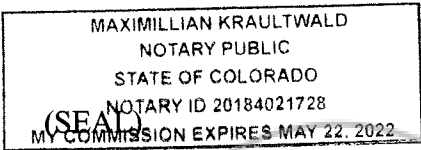
ASSIGNEE:

BRAYTON CAPITAL, LLC

By: MB
Printed Name: Mark Brayton
Title: Owner

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 13 day of May, 2019, by Mark Brayton, as Assignee/owner of, Brayton Capital, LLC, a Colorado Limited Liability Company, on behalf of said company. Witness my hand and official seal.



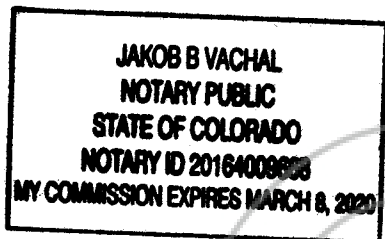
Maximilian Krautwald, Notary Public
(Name Printed)

ASSIGNEE: BRIAN NOECKER

Signature: [Signature]
Name Printed: Brian Noecker

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2019, by Brian Noecker. Witness my hand and official seal.



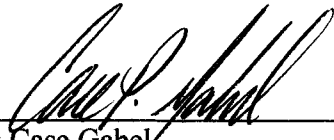
(SEAL)

[Signature]
Jakob Vachal, Notary Public
(Name Printed)

My Commission Expires: 03-08-2020 2020

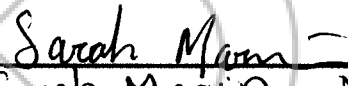
Assignee Signature Page

ASSIGNEE: CASE GABEL

Signature: 
Name Printed: Case Gabel

STATE OF Colorado)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 10 day of May, 2019, by Case Gabel. Witness my hand and official seal.


Sarah Marvin, Notary Public
(Name Printed)

(SEAL) My Commission Expires: APR 30, 2023

SARAH MARVIN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194016469
MY COMMISSION EXPIRES APR 30, 2023

ASSIGNEE: CHRISTIAN DINSDALE

Signature: [Signature]
Name Printed: Christian Dinsdale

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Christian Dinsdale. Witness my hand and official seal.

CHRISTINA JIRON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154047731
My Commission Expires December 11, 2019

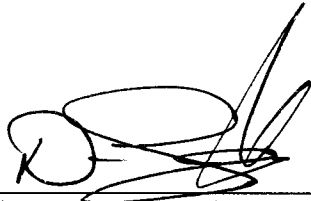
[Signature]
Christina Jiron, Notary Public
(Name Printed)

(SEAL)

My Commission Expires: 12 / 11 / 20 19

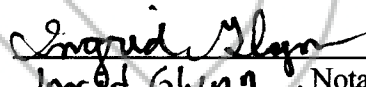
ASSIGNEE:

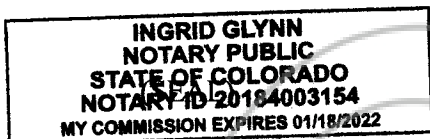
DMF VENTURES, LLC

By: 
Printed Name: Darren Fisk
Title: Authorized Agent

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Darren Fisk, as an authorized agent of, DMF VENTURES, LLC, a South Dakota Limited Liability Company, on behalf of said company. Witness my hand and official seal.


Ingrid Glynn, Notary Public
(Name Printed)



Assignee Signature Page

FANCHER ENTERPRISES, LLC

STATE OF COLORADO)
)
) SS.
COUNTY OF Arapahoe)

M JEANNE HENSCHEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874087635
MY COMMISSION EXPIRES JUNE 2, 2022

M. JENNIFER HENSCHEN, Notary Public
(Name Printed)

(SEAL)

Assignee Signature Page

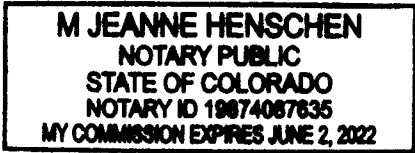
ASSIGNEE:

FANCHER OIL II, LLC

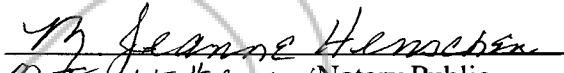
By: 
Kelly Christine Fancher, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Alamosa)

The foregoing instrument was acknowledged before me this 9th day of May, 2019, by Kelly Christine Fancher, as Manager of FANCHER OIL II, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.



(SEAL)


M. JEANNE HENSCHEN Notary Public
(Name Printed)

ASSIGNEE: JOSHUA MAY

Signature: _____

Name Printed: Joshua May

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Joshua May. Witness my hand and official seal.

CECILIA LYNNE WOODHOUSE
Notary Public
State of Colorado
Notary ID # 20184044880
My Commission Expires 11-20-2022


Cecilia Lynne Woodhouse Notary Public
(Name Printed)

(SEAL)

My Commission Expires: Nov. 20, 2022

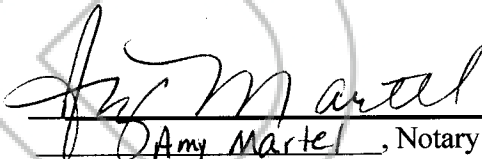
Assignee Signature Page

ASSIGNEE: KYLE MAY

Signature: 
Name Printed: Kyle May

STATE OF Colorado)
COUNTY OF Kit Carson) ss.

The foregoing instrument was acknowledged before me this 13 day of May, 2019, by Kyle May. Witness my hand and official seal.


Amy Martel, Notary Public
(Name Printed)

(SEAL)

My Commission Expires: 09/05, 2021

AMY MARTEL
Notary Public
State of Colorado
Notary ID # 20174037021
My Commission Expires 09-05-2021

ASSIGNEE: PHILIP SCHUMAN

Signature: _____

Name Printed: Philip Schuman

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 10th day of May, 2019, by Philip Schuman. Witness my hand and official seal.

Shirley A. Furstena
Shirley A. Furstena Notary Public
(Name Printed)

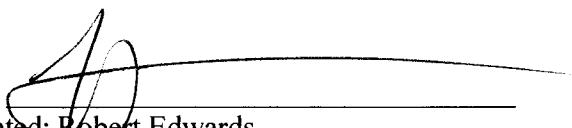
(SEAL)

My Commission Expires: 2-15, 2020

SHIRLEY A FURSTENAU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124009028
MY COMMISSION EXPIRES 02-15-2020

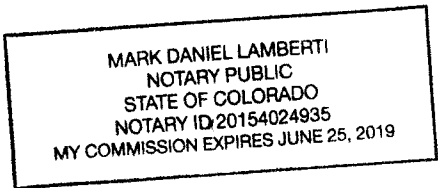
Assignee Signature Page

ASSIGNEE: ROBERT EDWARDS

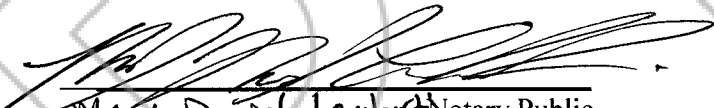
Signature: 
Name Printed: Robert Edwards

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13 day of May, 2019, by Robert Edwards. Witness my hand and official seal.



(SEAL)


Mark Daniel Lambert Notary Public
(Name Printed)

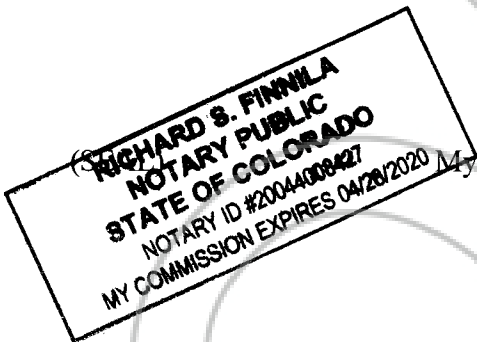
My Commission Expires: 06/25, 2019

ASSIGNEE: RYAN ARNOLD

Signature: _____
Name Printed: Ryan Arnold

STATE OF CO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 16 day of May, 2019, by Ryan Arnold. Witness my hand and official seal.



Richard S. Finnila, Notary Public
(Name Printed)

My Commission Expires: 4/28/20, 2020

ASSIG EE:

STONEGATE MESA LLC

By: 
Michael Courtney,
Managing Member

ACKNOWLEDGMENT

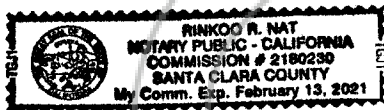
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF Santa Clara }

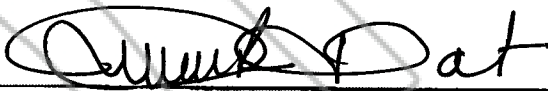
On May 13th, 2019, before me, Rinkoo R. Nat, Notary Public, personally appeared Michael Courtney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and 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.

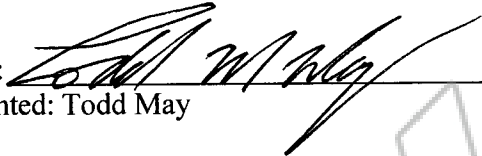


(SEAL)


Notary Public

Assignee Signature Page


ASSIGNEE: TODD MAY

Signature: 
Name Printed: Todd May

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Todd May. Witness my hand and official seal.

CECILIA LYNNE WOODHOUSE
Notary Public
State of Colorado
Notary ID # 20184044880
My Commission Expires 11-20-2022


Cecilia Lynne Woodhouse Notary Public
(Name Printed)

(SEAL)

My Commission Expires: Nov. 20, 2022

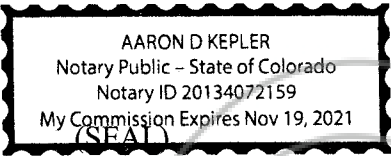
Assignee Signature Page

ASSIGNEE: TORGE GODERSTAD

Signature: Torge Goderstad
Name Printed: Torge Goderstad

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Torge Goderstad. Witness my hand and official seal.




Aaron D. Kepler
(Name Printed), Notary Public

My Commission Expires: November 19, 2021 **(AOK)**

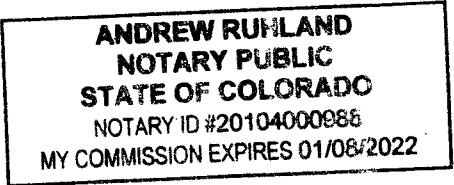
ASSIGNEE:

TRIPLE PEAK IRA, LLC


By: 
Printed Name: Randy Roberts
Title: MANAGER

STATE OF COLORADO)
COUNTY OF Denver) ss.

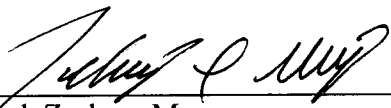
The foregoing instrument was acknowledged before me this 15 day of May, 2019, by Randy Roberts, as Manager of, Triple Peak IRA, LLC, a Colorado Limited Liability Company, on behalf of said company. Witness my hand and official seal.



(SEAL)


Andrew Ruhland, Notary Public
(Name Printed)


ASSIGNEE: ZACHARY MAY

Signature: 
Name Printed: Zachary May

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Zachary May. Witness my hand and official seal.

CECILIA LYNNE WOODHOUSE
Notary Public
State of Colorado
Notary ID # 20184044880
My Commission Expires 11-20-2022


Cecilia Lynne Woodhouse Notary Public
(Name Printed)

(SEAL)

My Commission Expires: NOV. 20, 2022

Assignee Signature Page

ANNEX 1
ASSIGNEES AND ALLOCATION OF CONVEYED INTEREST

Assignee Name and Address	Assignee Type of Entity	Before Payout Leasehold Working Interest	After Payout Leasehold Working Interest
Ahbe Capital Investment Group Inc. Attn: Jeff Ahbe 5131 South Franklin Street Greenwood Village, CO 80121	Colorado Corporation	0.608974%	0.456731%
AJT1 Pine Valley Basin Oil and Gas, LLC Attn: Adam Riddle 1031 Santa Fe Dr. Ste. 200 Denver, CO	Colorado Limited Liability Company	2.435897%	1.826923%
Big Sky Investors, Inc. Attn: Cameron Peach 1711 Dell Ave. Campbell, CA 95008	California Corporation	3.044872%	2.283654%
Blind 7 LLC Attn: Cameron Peach 4553 E. Monte Cristo Ave. Phoenix, AZ 95032	Arizona Limited Liability Company	0.608974%	0.456731%
Brayton Capital, LLC Attn: Mark Brayton 2336 Irving Street Denver, CO 80211	Colorado Limited Liability Company	0.608974%	0.456731%
Brian Noecker 2020 E 22 nd Ave Denver, CO 80205	Individual	0.608974%	0.456731%
Case Gabel P.O. Box 758 Galeton, CO 80622	Individual	2.435897%	1.826923%
Christian Dinsdale 1660 17 th Street Denver, CO 80202	Individual	0.608974%	0.456731%
DMF Ventures, LLC Attn: Darren Fisk 4500 Cherry Creek Dr. South Glendale, CO 80246	South Dakota Limited Liability Company	12.179487%	9.134615%
Fancher Enterprises, LLC 2150 W. 29 th Avenue, Suite 200 Denver, Colorado 80211	Colorado Limited Liability Company	1.250000%	0.937500%
Fancher Oil II, LLC 2150 W. 29 th Avenue, Suite 200 Denver, Colorado 80211	Colorado Limited Liability Company	1.250000%	0.937500%

ANNEX 1 (CONTINUED)
ASSIGNEES AND ALLOCATION OF CONVEYED INTEREST

Joshua May 2626 E. Long Dr. Greenwood Village, CO 80121	Individual	1.217949%	0.913462%
Kyle May 623 4 th Street Stratton, CO 80836	Individual	1.217949%	0.913462%
Philip Schuman 4211 Angelica Place Johnstown, CO 80534	Individual	1.217949%	0.913462%
Robert Edwards 2047 Locust Street Denver, CO 80207	Individual	0.608974%	0.456731%
Ryan Arnold 1550 Larimer Street #634 Denver, CO 80202	Individual	1.826923%	1.370192%
Stonegate Mesa LLC Attn: Mike Courtney 14586 Aloha Ave Saratoga, CA 95070	California Limited Liability Company	0.608974%	0.456731%
Todd May 9535 Harford Ct. Highlands Ranch, CO 80126	Individual	2.435897%	1.826923%
Torge Goderstad 1551 Larimer Street #2903 Denver, CO 80202	Individual	0.608974%	0.456731%
Triple Peak IRA, LLC 14340 Osage St. Westminster, CO 80023	Colorado Limited Liability Company	0.608974%	0.456731%
Zachary May 1425 S. Josephine Street Denver, CO 80210	Individual	2.435897%	1.826923%

TOTAL: 38.429483% 28.822118%

SCHEDULE I

PROVISIONS RELATING TO PAYOUT

STATEMENT OF INTENT:

The parties intend that Payout shall be: (1) a single point in time with respect to all “Conveyed Interests” in the Lands, as assigned pursuant to Participation Agreements entered into with Grantors during the first half of 2019 (the “2019 Participation Agreements”) and with respect to all persons or entities that either are named as Participants therein or succeed to all or any part of the rights and obligations of any such named Participant in respect of the 2019 Participation Agreements, whether by direct assignment, electing to participate in an operation relating to the Lands in the place of another person or entity that non-consents with respect to such operation or otherwise (all of the foregoing Participants and their respective successors and assigns, if any, in their respective capacities of participating in the operations on or in respect of the Lands, as contemplated by the 2019 Participation Agreements, being herein referred to as the “Program Participants”); (2) calculated on a “program basis” and not a “well-by-well basis”; (3) calculated on an aggregate basis for the “Conveyed Interests” of all Program Participants; (4) based upon operations conducted pursuant to the 2019 Participation Agreements on or in respect of BPO Wells, and all production proceeds attributable to BPO Wells, without regard to either what persons or entities participate in conducting such operations or what persons or entities receive such production proceeds; and (5) unaffected by any non-consent election exercised by, or any other non-participation of, any particular person or entity.

DEFINITION:

“Payout” shall mean the first point in time as of which the proceeds of production attributable to the “Conveyed Interests” of all Program Participants (after the deduction of applicable taxes, royalties, the Base ORRI and the Convertible ORRI borne by the Program Participants) equal or exceed the aggregate amount of the following costs and expenses, to the extent chargeable to the Program Participants in connection with their respective “Conveyed Interests”: (a) acreage costs for the Lands, as paid to Grantors pursuant to the 2019 Participation Agreements, (b) drilling and completion costs with respect to all oil and/or gas wells spudded on the Lands prior to the occurrence of “Payout” (the “BPO Wells”), and (c) operating costs relating to the BPO Wells that are charged to Program Participants under the operating agreement covering the Lands (the “Operating Agreement”).

IMPLEMENTATION; RECORD-KEEPING; AUDITS:

The operator named in the Operating Agreement shall keep track of the debits and credits applied to the Payout account and shall report to all Program Participants on the status of the Payout account at least semi-annually. Any and all provisions of the COPAS attached to the Operating Agreement with respect to audit rights, audit procedures and other matters relating to audits shall be fully applicable to the Payout account.

EXHIBIT "A"

THE LEASES AND THE LANDS

EUREKA COUNTY, NEVADA

Lessor: United States of America NVN087565
Original Lessee: Breck Energy (Nevada), LLC
Date: April 1, 2010
Lands: T28N-R52E, MDM
Section 19: Lots 1, 2, 3 and 4, E/2, E/2W/2;
Section 30: Lots 1, 2, 3 and 4, E/2, E/2W/2;
Section 31: Lots 1, 2, 3 and 4, E/2, E/2W/2;
comprising 1886.68 acres, more or less
Recorded: #0215093, Records of Eureka County, Nevada

Lessor: United States of America NVN096435
Original Lessee: Grant Canyon Oil & Gas, LLC
Date: May 1, 2018
Lands: T28N-R51E, MDM
Section 13: Lot 4, SW/SE/4, S/2SW/4;
Section 23: All;
Section 24: Lots 5, 6, 7 and 8, W/2E/2, W/2;
comprising 1398.64 acres, more or less
Recorded: #235526, Records of Eureka County, Nevada

Lessor: United States of America NVN096436
Original Lessee: Grant Canyon Oil & Gas, LLC
Date: May 1, 2018
Lands: T28N-R51E, MDM
Section 25: Lots 5, 6, 7 and 8, W/2, W/2E/2;
Section 26: All;
Section 35: All;
Section 36: Lots 4, 5, 7, 8, 9 and 10, W/2NE/4, NW/4,
E/2SW/4, W/2SE/4;
comprising 2490.06 acres, more or less
Recorded: #235527, Records of Eureka County, Nevada