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LISA HOEHNE, CLERK RECORDER

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 July 1, 2019 (the "Effective Date"), is from LAKE FORK RESOURCES OPERATING, LLC , a Colorado limited liability company ("Grantor"), with an address at 507 South Gaylord, Denver, Colorado 80209, to RIVIERA OIL & GAS, LLC , a Colorado limited liability company ("Assignee"), with an address at 3300 South Columbine Circle, Englewood, Colorado 80113.

1. FOR TEN DOLLARS (\$10.00) and other good, valuable and sufficient consideration received by Grantor, the receipt and sufficiency of which are hereby acknowledged, subject to the Reserved Interests (as defined below), Grantor does hereby grant, convey, sell, bargain, assign and deliver, unto Assignee all of its right, title and 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 "Assigned Lands"), and INsofar AND ONLY INsofar as the Leases cover from the surface to a depth of 5,600 feet below the surface (the "Assigned Depths"), 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 Assigned Lands relating to oil, gas, other hydrocarbons and any other minerals covered by the Leases, INsofar AND ONLY INsofar as the Leases cover the Assigned Lands and INsofar AND ONLY INsofar as the Leases cover the Assigned Depths.

For all purposes hereof, the "Reserved Interests" shall mean Grantor's reservation of any and all leasehold working interests in and to the Leases, together with any and all rights, privileges, liabilities and obligations appurtenant thereto, and all easements, rights-of-way, servitudes, and similar rights and interests applicable to or used in conducting exploration, development, production, transportation and other operations, insofar as any of the foregoing cover or relate to: (1) any lands other than the Assigned Lands, or (2) any depths other than the Assigned Depths

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

2. Grantor warrants title to the Conveyed Interest against burdens, encumbrances, title defects and other matters arising by, through or under Grantor, but not otherwise.

3. GRANTOR EXPRESSLY DISCLAIMS AND NEGATES ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND 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 ASSIGNEE BY GRANTOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY GRANTOR. GRANTOR SHALL NOT HAVE ANY LIABILITY TO ASSIGNEE FOR ANY CLAIMS, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY 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 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.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be executed and delivered effective as of the Effective Date.

GRANTOR:

LAKE FORK RESOURCES OPERATING, LLC

By: Thomas S. Wright
Thomas S. Wright,
Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of August, 2019, by Thomas S. Wright, as Manager of LAKE FORK RESOURCES OPERATING, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

ANN HOYT STOLFA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964008377
MY COMMISSION EXPIRES MAY 14, 2020

Ann Hoyt Stolfa
Ann Hoyt Stolfa, Notary Public

(SEAL)

SIGNATURE PAGE

EXHIBIT "A"

THE LEASES AND THE ASSIGNED 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 30: Lot 1.
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 24: Lots 7 and 8, W/2SE/4, E/2SW/4.
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 and 7, W/2NE/4, NW/4SE/4, E/2NW/4,
NW/4NW/4, NE/4SW/4.
Recorded: #235527, Records of Eureka County, Nevada