

EUREKA COUNTY, NV
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D.Y. OIL LLC

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LISA HOEHNE, CLERK RECORDER

Recording Requested By:

Name D.Y. Oil, LLC

Address P.O. Box 5405

City / State / Zip Boise, ID 83705

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 January 1, 2020 (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 D.Y. OIL, LLC, an Idaho limited liability company ("Assignee"), with an address at c/o Yanke Machine Shop, Inc., 4414 S. Gekeler Lane, Boise, Idaho 83716. 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 Assignee an undivided 2.0625-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 2.0625-percent leasehold working interest being conveyed to Assignee pursuant hereto (the "Reserved Working Interests"); and (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.

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. Each Grantor warrants title to the portion of the Conveyed Interest beneficially owned by such Grantor that is being assigned to Assignee hereunder against burdens, encumbrances, title defects and other matters arising by, through or under such Grantor, but not otherwise; provided that any unit agreement, unit operating agreement or other agreement relating to the exploration, development or operation of the Conveyed Interest that may have come into effect prior to the date hereof and to which the Conveyed Interest may be subject shall not be deemed to constitute a breach of the foregoing warranty.

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 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 EITHER GRANTOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY EITHER GRANTOR. NEITHER GRANTOR SHALL 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.

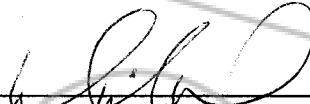
(F) This Assignment shall be governed by and construed under the laws of the State of Nevada, without regard to conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

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

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of January, 2020, 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
STATE OF COLORADO
NOTARY ID 19964008377
MY COMMISSION EXPIRES MAY 14, 2020


Ann Hoyt Stolfa, Notary Public

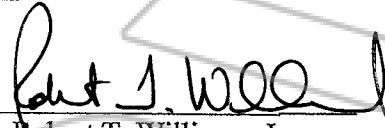
(SEAL)

RLI:

RESOURCE LEGACY INVESTMENTS, LLC

By: Resource Strategies L.L.C., its Manager

By: The Erie County Investment Co., its
Manager

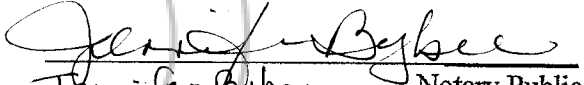
By: 
Robert T. Williams, Jr.,
Vice President and Chief
Financial Officer

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 3rd day of January, 2020, by Robert T. Williams, Jr., as Vice President and Chief Financial Officer of The Erie County Investment Co., an Ohio corporation, in its capacity as the Manager of Resource Strategies L.L.C., a Utah limited liability company, in its capacity as the Manager of RESOURCE LEGACY INVESTMENTS, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

JENNIFER BYBEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984014250
MY COMMISSION EXPIRES MAY 21, 2022

(SEAL)


Jennifer Bybee, Notary Public
(Name Printed)

ASSIGNEE:

D.Y. OIL, LLC

By: *Daniel Yanke*
Daniel Yanke, Manager

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 13th day of January, in the year 2020, before me, Christopher W. Clark, a Notary Public, personally appeared Daniel Yanke, known or identified to me to be the Manager of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same. Witness my hand and official seal.

Christopher W. Clark
Notary Public, residing at Boise, ID

My Commission Expires: July 1, 2020



EXHIBIT "A"
EUREKA AND ELKO COUNTIES, NEVADA

LEASE #	LESSOR	LESSEE	LEASE EFFECTIVE DATE	LEASE DESCRIPTION	TOTAL AC	RECORDING DATA
NVN087557	US	Breck (NV)	4/1/2010	T27N, R51E Sec. 001 Lots 3-8; 001 S2NW,S2; 002 Lots 1-4; 002 S2N2,S2	1284.31	#0215085
NVN087558	US	GCOG	4/1/2010	T27N, R52E Sec. 004 Lots 1-4; 004 S2N2,S2; 005 Lots 1-4; 005 S2N2,S2; 006 Lots 1-7; 006 S2NE,SE,NW,E2SW; 007 Lots 1-4; 007 E2W2	2056.53	#0215086
NVN087559	US	Breck (NV)	4/1/2010	T27N, R52E Sec. 010 N2,N2S2,SWSW,SESE; 015 E2NE,SWNE,N2NW,SE,NW,S2SW; 015 N2SE; 022 S2NE,NW,E2SW,SE	1440.00	#0215087
NVN087560	US	Breck (NV)	4/1/2010	T27N, R52E Sec. 016 All; 017 All; 020 N/2; 021 N2NE,SWNE,W2,S2SE	2120.00	#0215088
NVN087561	US	Breck (NV)	4/1/2010	T27N, R52E Sec. 018 Lots 3,4; 018 E2,E2SW; 019 N/2;	800.00	#0215089
NVN087562	US	Breck (NV)	4/1/2010	T28N, R52E Sec. 004 Lots 1-4; 004 S2N2,S2	640.28	#0215090
NVN087563	US	Breck (NV)	4/1/2010	T28N, R52E Sec. 008 NE,N2SE; 009 N2S2; 010 N2NW,SWNW,NWSW,SESW; 017 W2SW,SESW	720.00	#0215091
NVN087564	US	Breck (NV)	4/1/2010	T28N, R52E Sec. 015 N2NE,SWNW,S2; 016 NE,N2SE,SESE; 021 NENE,SW,S2SE; 022 N2,S2SW	1400.00	#0215092
NVN087565	US	Breck (NV)	4/1/2010	T28N, R52E Sec. 018 Lots 5-8; 018 E2,E2W2	606.04	#0215093
NVN087566	US	Breck (NV)	4/1/2010	T28N, R52E Sec. 020 W2NE,SENE,W2,SE; 029 All; 032 All	1880.00	#0215094

EXHIBIT "A" (CONT.)

LEASE #	LESSOR	LESSEE	LEASE EFFECTIVE DATE	LEASE DESCRIPTION	TOTAL AC	RECORDING DATA
NVN087567	US	Breck (NV)	4/1/2010	T28N, R52E Sec. 027 All; 028 All; 033 All; 034 W2	2240.00	#0215095
NVN089529	US	Underground Energy to GCOG	5/1/2011	T27N, R51E Sec. 011 All; 012 All; 013 Lots 1, 2, 3 and 4, W/2; 014 All	2391.82	N/A
NVN090932	US	Breck (NV)	5/1/2012	T27N, R51E Sec. 004 S2N2,S2; 004 Lots 1-4; 009 All; 010 All	1923.52	N/A
NVN090934	US	Breck (NV)	5/1/2012	T29N, R52E Sec. 020 N2NE,SWNE,W2	440.00	N/A
	Slagowski	GCOG	12/1/2012	T28N, R52E Sec. 008 W2, S2SE; 016 W2, SW4SE4 ; 017 E2, NW4, NESW; 020 NE4NE4; 021 NW4, SE4NE4, W2NE, N2SE; 022 N2SW, SE4; 023 Lots 6, 7, 8, N2SW, SESW, W2SE; 024 Lots 7, 8, N2SW	2400.00	#0223662
NVN091663	US	GCOG	4/1/2013	T27N, R51E Sec. 024 All; 025 All	1280.00	N/A
NVN091664	US	GCOG	4/1/2013	T30N, R51E Sec. 036 All	640.00	
NVN091665	US	GCOG	4/1/2013	T26N, R52E Sec. 018 All;	640.00	
NVN091669	US	GCOG	4/1/2013	T30N, R52E Sec. 004 Lots 1-4; 004 S2N2,S2; 010 All; 016 E2,NENW; 022 All	2282.26	
NVN091670	US	GCOG	4/1/2013	T30N, R52E Sec. 028 N2,NESW,N2SE; 032 NENE,NWNW,S2NW,SW	760.00	N/A
NVN096435	US	GCOG	5/1/2018	T28N, R51E Sec. 013 Lot 3; 013 NWSE,N/2SW; 014 All;	795.68	#235526
TOTAL FEDERAL/FEE LEASE ACREAGE					28,740.16	
Breck (NV) was merged into Grant Canyon Oil & Gas, LLC 2/13						
Underground Energy, Inc. assigned record title to Grant Canyon Oil & Gas, LLC 7/13						