

EUREKA COUNTY, NV  
LAND-ASN  
Rec:\$37.00  
Total:\$37.00  
FANCHER OIL II, LLC

**2020-242027**  
10/05/2020 03:44 PM  
Pgs=46

APN # \_\_\_\_\_

Recording Requested By:

Name Kelly Christine Fancher

Address 3103 Fife Court

City/State/Zip Denver, CO 80211



00009295202002420270460464

LISA HOEHNE, CLERK RECORDER

Assignment, Bill of Sale and Conveyance  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)



WHEN RECORDED RETURN TO:  
K&G Advisors, LLC  
3103 Fife Court  
Denver, CO 80211  
Attention: Kelly Fancher

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF NEVADA           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF EUREKA       §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "**Assignment**"), is dated effective August 1, 2020 at 12:00 am Mountain Standard Time (the "**Effective Time**"), by and between **FANCHER OIL II, LLC**, whose mailing address is 3103 Fife Court, CO 80211 ("**Assignor**"), and **NICHOLAS HANSEN** whose mailing address is 640 Ruby Trust Way, Castle Rock, CO 80108 ("**Assignee**"). Assignor and Assignee may be referred to herein individually, as a "**Party**", or collectively, as the "**Parties**".

THAT FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and convey unto Assignee ALL of Assignor's right, title and aggregate undivided 0.608974-percent leasehold working interest (the "**Conveyed Interest**"), in and to oil and gas leases conveyed to Assignor pursuant to the assignment attached hereto as **Exhibit B** (the "**Subject Interests**") in, to and under the leasehold estates created by those certain oil and gas leases described in the assignment attached hereto as **Exhibit A** (collectively, the "**Leases**") as recorded in Eureka County, Nevada under reception number 2019-239958 and the lands covered thereby or allocable thereto (or otherwise allocable to such Leases under any pooled units).

**{For the avoidance of doubt, it is the intention of Assignor to convey to Assignee ALL of Assignor's right, title and interest in and to any interests owned by Assignor in, to and under any oil and gas leases or force-pooling orders that cover any lands covered by the Leases.}**

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 their successors and assigns forever. 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.

Grantor does hereby bind himself/herself/itself, his/her/its successors, assigns, heirs and/or personal representatives, to WARRANT AND FOREVER DEFEND all and singular the Assets unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to the following terms and conditions:

- (1) **Subrogation.** Assignee shall, to the extent permitted by law, be fully substituted and subrogated to Assignor's rights in and to any and all covenants, claims, defenses, representations and



warranties in the chain of title to the Subject Interests. Assignor hereby grants and transfers to Assignee, and Assignee's successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce such covenants, claims, defenses, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Interests.

- (2) **General Warranty of Title.** Assignor agrees to warrant and forever defend title to the Assets unto Assignee, and its successors and assigns, against any and all claims and demands of all persons claiming, or to claim the same, or any part thereof.
- (3) **Government Forms.** Separate governmental forms of assignment covering the Subject Interests may be executed by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth in this Assignment as fully as though they were set forth in each such assignment. The interests covered by such separate assignments are the same, and not in addition to, the interests conveyed in this Assignment.
- (4) **Miscellaneous.**
  - (a) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Parties shall use their reasonable efforts in good faith to execute all documents and take all other action reasonably necessary to consummate the transactions contemplated by this Assignment. All exhibits attached hereto are incorporated herein and made a part hereof for all purposes, as if set forth in full herein. References in such exhibits to instruments on file in the public records are incorporated by reference herein for all purposes (or for the limited purposes so stated). The references in this Assignment or in the exhibits hereto to Liens, encumbrances, agreements and other burdens shall not be deemed to recognize or create any rights in third parties. This Assignment may be executed in one or more counterparts. Each counterpart shall be deemed to be an original, but all counterparts taken together shall be deemed to be one assignment.
  - (b) 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.
  - (c) 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.
  - (d) 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.
  - (e) This Assignment shall be governed by and construed under the laws of the State of Nevada, without regard to conflict of laws principles.


[signature and acknowledgment page(s) 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.

**ASSIGNOR:**

NICHOLAS HANSEN

By:   
Nicholas Hansen

**ACKNOWLEDGMENT**

STATE OF Colorado §

COUNTY OF Arapahoe §

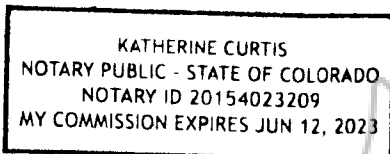
This instrument was acknowledged before me on this 19 day of August, 2020, by Nicholas Hansen. Witness my hand and official seal.

Katherine Curtis

Katherine Curtis, Notary Public  
(Name Printed)

(SEAL)

My Commission Expires: June 12, 2023

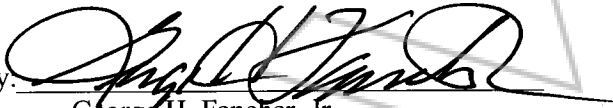




IN WITNESS WHEREOF, this Assignment is dated effective as of Effective Time, but executed by each Party as of the date of their respective acknowledgment.

**ASSIGNEE:**


FANCHER OIL II, LLC  
a Colorado limited liability company

By:   
George H. Fancher, Jr.  
Owner/ CEO

**ACKNOWLEDGMENT**

STATE OF Colorado §  
§  
COUNTY OF Arapahoe §

This instrument was acknowledged before me on this 14 day of September, 2020, by George Fancher, as owner/manager of Fancher Oil II, LLC, a Colorado limited liability company, on behalf of said limited liability company.

  
Jacob Nienhuis, Notary Public  
(Name Printed)

JACOB W NIENHUIS  
NOTARY PUBLIC STATE OF COLORADO  
Notary ID #20184040934  
My Commission Expires 10/18/2022

My Commission Expires: 10/18, 2022



## **EXHIBIT A**

Attached to and made a part of that certain Assignment, Bill of Sale, Conveyance, from **Nicholas Hansen** to **Fancher Oil II, LLC**.

### **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



**EXHIBIT B**

Attached to and made a part of that certain Assignment, Bill of Sale, Conveyance, from **Nicholas Hansen** to **Fancher Oil II, LLC**.



**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



EXHIBIT B

APN \_\_\_\_\_

APN \_\_\_\_\_

APN \_\_\_\_\_

APN \_\_\_\_\_

EUREKA COUNTY, NV  
LAND-ASN  
Rec:\$35.00  
Total:\$35.00

**2019-239958**  
**12/23/2019 01:48 PM**  
Pgs=39

Recording Requested By:

Name David G. Stolfa

Address 3300 South Columbine Circle

City / State / Zip Englewood, CO 80113

LISA HOEHNE, CLERK RECORDER

**ASSIGNMENT AND ASSUMPTION AGREEMENT, RATIFICATION AND JOINDER**

(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 AND ASSUMPTION AGREEMENT, RATIFICATION AND JOINDER**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, RATIFICATION AND JOINDER (this "Agreement"), dated as of August 1, 2019, is by and among ROCKY MOUNTAIN OIL, LLC, a Colorado limited liability company ("RMO"), and the Assignees listed on Annex 1 attached hereto and made a part hereof ("Assignees").

### **RECITALS**

A. Pursuant to the terms of a Participation Agreement dated as of February 20, 2019 (the "Participation Agreement"), among Grant Canyon Oil & Gas, LLC ("GCOG"), Resource Legacy Investments, LLC ("RLI") and RMO, RMO has made certain payments to and for the benefit of GCOG and RLI, which payments qualified RMO to receive assignments from GCOG and RLI of a 47.5-percent working interest before Payout (the "BPO WI"), converting to a 35.625-percent working interest after Payout (the "APO WI"), in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), INSO FAR AND ONLY INSO FAR as the Leases cover the lands described in Exhibit "A" (the "Lands"), all of which are located in Eureka County, Nevada.

B. Also pursuant to the terms of the Participation Agreement, and in the form attached as Exhibit "C" to the Participation Agreement, GCOG, as Operator, and RLI, RMO, et al., as Non-Operators, executed and delivered an Operating Agreement dated April 15, 2019 (the "Operating Agreement"), recorded on June 13, 2019, as Document 2019-239086, in the official public records of Eureka County, Nevada.

C. As permitted by the terms of the Participation Agreement, RMO assigned and delegated to Assignees undivided interests in its rights and obligations under the Participation Agreement, including without limitation its right to receive one or more assignments of interest in and to the Leases, INSO FAR AND ONLY INSO FAR as the Leases cover the Lands (the "Assignments"), and its rights and obligations described in the Operating Agreement. (By accepting the Assignment, Assignee agreed to be bound by the terms of the Operating Agreement.)

D. The Assignments have been recorded in the official public records of Eureka County, Nevada as follows: (1) Assignment, Bill of Sale and Conveyance dated as of April 30, 2019, from GCOG and RLI to Ahbe Capital Investment Group Inc., et al., recorded on May 21, 2019, as Document 2019-238671, and (2) Assignment, Bill of Sale and Conveyance dated as of April 30, 2019, from GCOG and RLI to ABCM Investment Fund LLC, et al., recorded on June 3, 2019, as Document 2019-238708.

E. In order to evidence of record the direct interests held by Assignees in and to the Leases and the Lands and the respective rights and obligations of the Assignees in, to and under the Operating Agreement, RMO and Assignees desire to enter into this Agreement.



**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Upon execution and delivery of a counterpart of this Agreement by RMO and any Assignee: (a) such Assignee shall be added as a party to the Operating Agreement, as set forth in Section 3 of Exhibit A attached to the Operating Agreement, and (b) the name and address of such Assignee set forth in Annex 1 attached hereto shall be added to Section 3 of Exhibit A attached to the Operating Agreement. In addition, the contact information of the Assignees set forth in a separate Contact Sheet being delivered by RMO contemporaneously herewith shall be added to Section 3 of Exhibit A attached to the Operating Agreement, but, for confidentiality purposes, said Contact Sheet shall not be recorded with this Agreement.

2. Upon execution and delivery of a counterpart of this Agreement by RMO and any Assignee, such Assignee's name and Before Payout and After Payout working interests, as set forth in Annex 1 attached hereto, shall be added to Section 4 of Exhibit A attached to the Operating Agreement, and the Before Payout and After Payout working interests of RMO, as set forth in Section 4 of Exhibit A attached to the Operating Agreement, shall be reduced by the amounts added for such Assignee. When this Agreement has been executed and delivered by all of the Assignees (who, in the aggregate, hold Before Payout working interests of 47.5% and After Payout working interests of 35.625%), the Before Payout and After Payout working interests of RMO, as set forth in Section 4 of Exhibit A attached to the Operating Agreement, shall be reduced to zero.

3. RMO hereby assigns and delegates to each Assignee, and each Assignee hereby accepts and assumes, such Assignee's respective share (corresponding to the respective Before Payout and After Payout, as applicable, working interests held by such Assignee) of the rights, benefits, duties and obligations previously held by RMO as a Non-Operator under the Operating Agreement. Each Assignee hereby ratifies the Operating Agreement, and, in accordance with the terms of the Participation Agreement and of this Agreement, each Assignee joins as a party to the Operating Agreement to the same extent as if such Assignee had been named as a Non-Operator in, and executed, the Operating Agreement as originally executed and delivered, with the revisions described in Sections 1 and 2 above incorporated therein.

4. This Agreement may be executed in multiple counterparts, no one of which shall be required to be executed by all of the Assignees, with any partially-executed counterpart being binding upon, and inuring to the benefit of, all parties that have executed it. All such counterparts taken together shall constitute one and the same agreement.

*[Signature pages follows]*



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

RMO:

ROCKY MOUNTAIN OIL, LLC

By: 

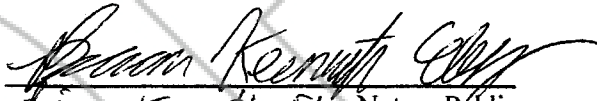
Michael Fancher, Manager

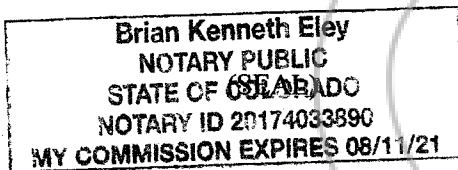
STATE OF COLORADO )

COUNTY OF Denver )

) ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2019, by Michael Fancher, as Manager of ROCKY MOUNTAIN OIL, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

  
Brian Kenneth Eley Notary Public  
(Name Printed)





**ASSIGNEE:**

AHBE CAPITAL INVESTMENT GROUP INC.

By: 

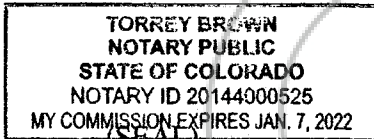
Jeff Ahbe,  
President

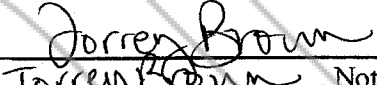
STATE OF COLORADO )

) ss.

COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 22nd day of October, 2019, by Jeff Ahbe, as President of AHBE CAPITAL INVESTMENT GROUP INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.



  
Torrey Brown, Notary Public  
(Name Printed)



**ASSIGNEE:**

AJT1 PINE VALLEY BASIN OIL AND GAS, LLC

By: \_\_\_\_\_

Adam Riddle,  
Manager

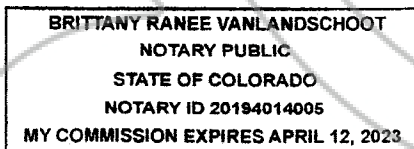
STATE OF COLORADO )

COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 21st day of October, 2019, by Adam Riddle, as Manager of AJT1 PINE VALLEY BASIN OIL AND GAS, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

Brittany R Vanlandschoot, Notary Public  
(Name Printed)

(SEAL)





**ASSIGNEE:**

BIG SKY INVESTORS, INC.

By: Cameron S 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 \_\_\_\_\_, 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)

*Please see attached*



**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 October 21, 2019 before me, Eleanor O. Baltazar, Notary Public

Date

Here Insert Name and Title of the Officer

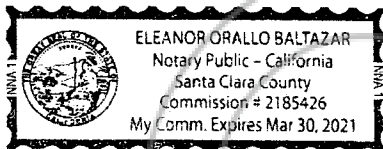
personally appeared Cameron S. Peach

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

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 \_\_\_\_\_, 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)

*Please see attached*



**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 October 21, 2019 before me, Eleanor O. Baltazar, Notary Public

Date

Here Insert Name and Title of the Officer

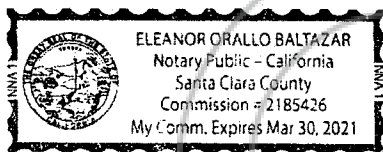
personally appeared Cameron S. Peach

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

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: \_\_\_\_\_



BRAYTON CAPITAL, LLC

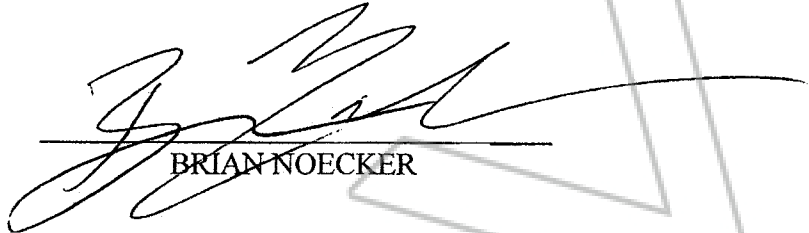
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

  
\_\_\_\_\_  
Maximilian Kufnerwald Notary Public  
(Name Printed)

MAXIMILLIAN KRAUTWALD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184021728  
MY COMMISSION EXPIRES MAY 22, 2022

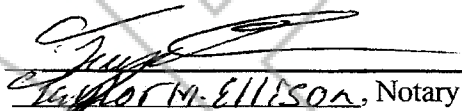


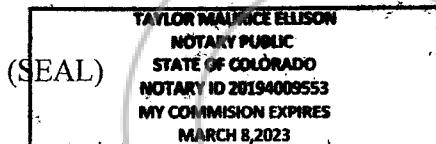
ASSIGNEE:

  
BRIAN NOECKER

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2019, by BRIAN NOECKER. Witness my hand and official seal.

  
Taylor M. Ellison, Notary Public  
(Name Printed)





ASSIGNEE:

*Case Gabel*  
CASE GABEL

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF MORGAN                    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of OCTOBER, 2019, by CASE GABEL. Witness my hand and official seal.

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

(SEAL)

*Sarah Marvin*  
Sarah Marvin, Notary Public  
(Name Printed)




**ASSIGNEE:**

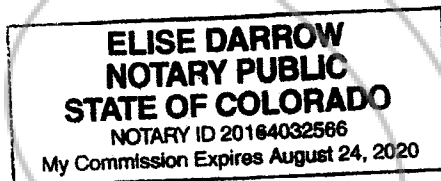
  
CHRISTIAN DINSDALE

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Denver                    )

The foregoing instrument was acknowledged before me this 22nd day of October, 2019, by CHRISTIAN DINSDALE. Witness my hand and official seal.

  
Elise Darrow, Notary Public  
(Name Printed)

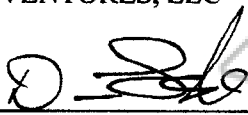
(SEAL)





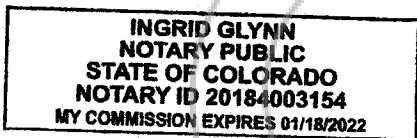
**ASSIGNEE:**

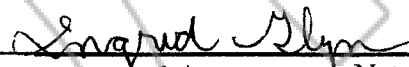
DMF VENTURES, LLC

By:   
Darren Fisk,  
Authorized Agent

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss.  
)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2019, by Darren Fisk, as Authorized Agent of DMF VENTURES, LLC, a South Dakota limited liability company, on behalf of said limited liability company. Witness my hand and official seal.



  
Ingrid Glynn, Notary Public  
(Name Printed)

(SEAL)



ASSIGNEE:


  
JOSHUA MAY

STATE OF COLORADO

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 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)

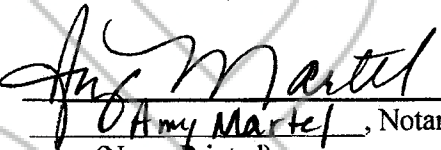


ASSIGNEE:

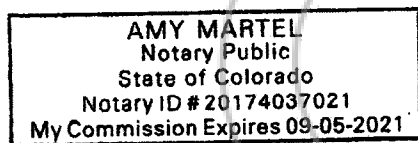
  
KYLE MAY

STATE OF COLORADO )  
COUNTY OF Kit Carson ) ss.

The foregoing instrument was acknowledged before me this 17 day of October, 2019, by KYLE MAY. Witness my hand and official seal.

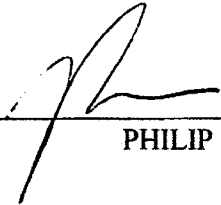
  
Amy Martel, Notary Public  
(Name Printed)

(SEAL)



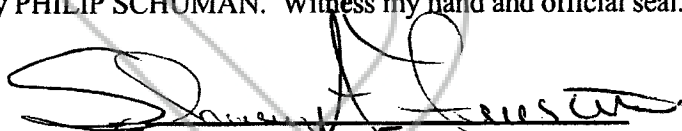


ASSIGNEE:

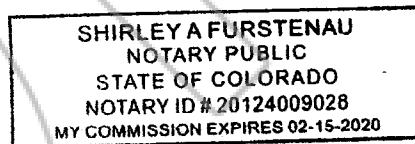
  
\_\_\_\_\_  
PHILIP SCHUMAN

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF La Rincha            )


The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2019, by PHILIP SCHUMAN. Witness my hand and official seal.

  
\_\_\_\_\_  
Shirley A. Furstenau  
(Name Printed)

(SEAL)






  
\_\_\_\_\_  
ROBERT EDWARDS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Annapahoe )


The foregoing instrument was acknowledged before me this 17 day of October, 2019, by ROBERT EDWARDS. Witness my hand and official seal.

  
Mark Daniel Lamberti, Notary Public  
 (Name Printed)

MARK DANIEL LAMBERTI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154024935  
MY COMMISSION EXPIRES JUNE 25, 2023

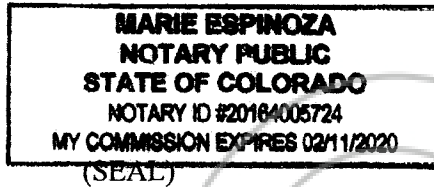


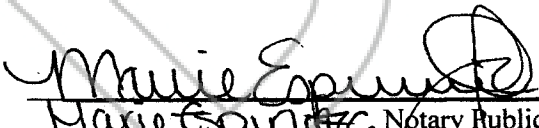
ASSIGNEE:

  
\_\_\_\_\_  
RYAN ARNOLD

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Denver                    )

The foregoing instrument was acknowledged before me this 25 day of October, 2019, by RYAN ARNOLD. Witness my hand and official seal.

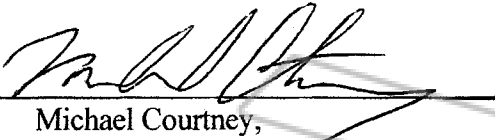


  
\_\_\_\_\_  
Marie Espinoza Notary Public  
(Name Printed)



**ASSIGNEE:**

STONEGATE MESA LLC

By:   
Michael Courtney,  
Managing Member

**ACKNOWLEDGMENT**

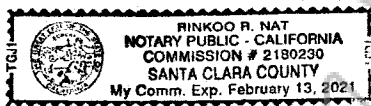
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara

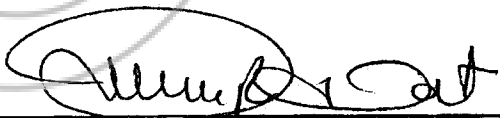
On NOV 1-2019, 2019, before me, Rinkoo R. Nat,  
Notary Public, personally appeared Michael Courtney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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:

  
TODD MAY

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 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)

ASSIGNEE SIGNATURE PAGE

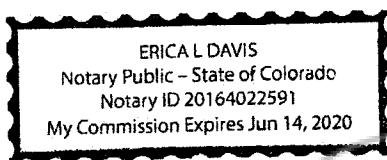


**ASSIGNEE:**

Torge H. Goderstad  
TORGE GODERSTAD

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Denver                    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2019, by TORGE GODERSTAD. Witness my hand and official seal.



(SEAL)

Erica L Davis  
Erica L Davis, Notary Public  
(Name Printed)



**ASSIGNEE:**

TRIPLE PEAK IRA, LLC

By: \_\_\_\_\_

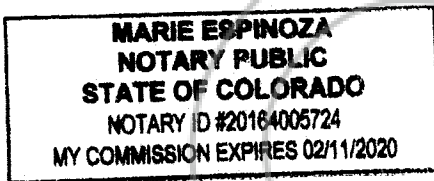
Randy Roberts,  
Manager

STATE OF COLORADO )

) ss.

COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2019, by Randy Roberts, as Manager of TRIPLE PEAK IRA, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.



(SEAL)

\_\_\_\_\_  
Marie Espinoza, Notary Public  
(Name Printed)



ASSIGNEE:


  
ZACHARY MAY

STATE OF COLORADO )

COUNTY OF Arapahoe ) ss.  
)

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2019, by ZACHARY MAY. Witness my hand and official seal.

CECILIA LYNNE WOODHOUSE  
Notary Public  
State of Colorado

  
Cecilia Lynne Woodhouse Notary Public



ASSIGNEE:

ABCM INVESTMENT FUND LLC

BY: Annabel V. Bowlen

Annabel V. Bowlen,  
Sole Member

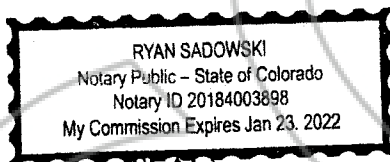
STATE OF COLORADO )

)

) ss.

COUNTY OF Aspen )

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Annabel V. Bowlen, as Sole Member of ABCM INVESTMENT FUND LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.



(SEAL)

Ryan Sadowski, Notary Public  
(Name Printed)



ASSIGNEE:

Ciara Monfort  
CIARA MONFORT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 21 day of October, 2019, by CIARA MONFORT. Witness my hand and official seal.

Tingwei Ma  
(Name Printed), Notary Public

(SEAL)

TINGWEI MA  
Notary Public  
State of Colorado  
Notary ID # 20174016087  
My Commission Expires 04-13-2021

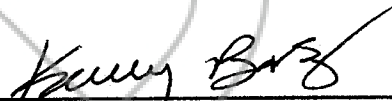


ASSIGNEE:

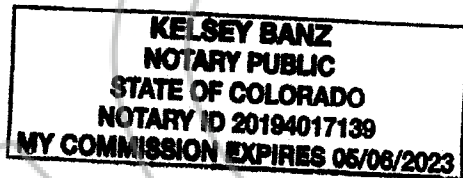
  
DREW PETERSON

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 2019, by DREW PETERSON. Witness my hand and official seal.

  
Kelsey Banz, Notary Public  
(Name Printed)

(SEAL)





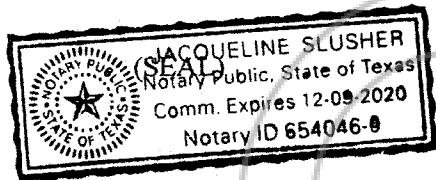
ASSIGNEE:

Jason Pickett  
JASON PICKETT

COMMONWEALTH OF PUERTO RICO )  
 ) ss.  
MUNICIPALITY OF SAN JUAN )

The foregoing instrument was acknowledged before me this 22 day of October, 2019, by JASON PICKETT. Witness my hand and official seal.

Jacqueline Slusher  
Jacqueline Slusher Notary Public  
(Name Printed)

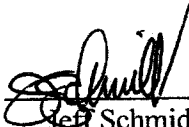


My Commission Does Not Expire



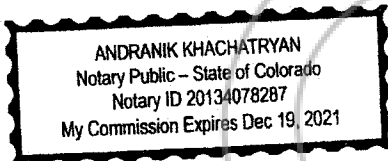
ASSIGNEE:

JL SCHMIDT ENTERPRISES, LLC

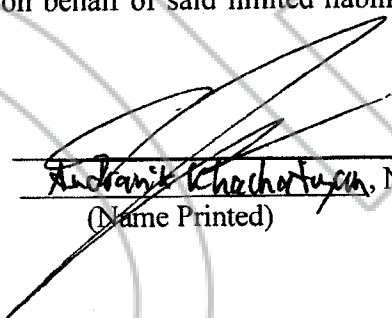
By:   
Jeff Schmidt,  
Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2019, by Jeff Schmidt, as Manager of JL SCHMIDT ENTERPRISES, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.



(SEAL)

, Notary Public  
(Name Printed)




ASSIGNEE:

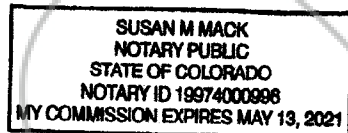
  
JORDAN STERN

STATE OF COLORADO )  
COUNTY OF Chaparral ) ss.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2019, by JORDAN STERN. Witness my hand and official seal.

  
Susan M. Mack, Notary Public  
(Name Printed)

(SEAL)



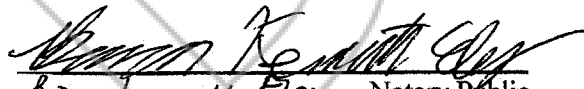


ASSIGNEE:

  
MICHAEL FANCHER

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Denver                    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2019, by MICHAEL FANCHER. Witness my hand and official seal.

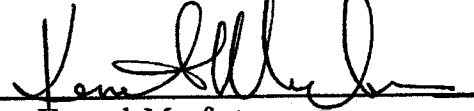
  
Brian Kenneth Eley, Notary Public  
(Name Printed)

**Brian Kenneth Eley**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20174033890**  
**MY COMMISSION EXPIRES 08/11/21**



**ASSIGNEE:**

**MONFORT COMPANIES, LLC**

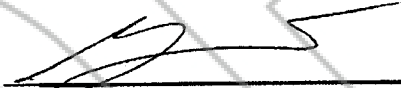
By:   
Kenneth Monfort,  
Director

STATE OF COLORADO )

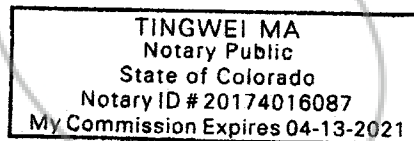
) ss.

COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 21 day of October, 2019, by Kenneth Monfort, as Director of MONFORT COMPANIES, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

  
Tingwei Ma, Notary Public  
(Name Printed)

(SEAL)






**ASSIGNEE:**

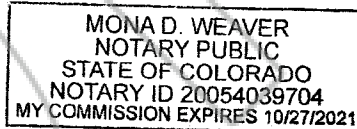
  
\_\_\_\_\_  
NICHOLAS HANSEN

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Arapahoe            )

The foregoing instrument was acknowledged before me this 22nd day of October, 2019, by NICHOLAS HANSEN. Witness my hand and official seal.

  
\_\_\_\_\_  
Mona D. Weaver, Notary Public  
(Name Printed)

(SEAL)






ASSIGNEE:

  
TIMOTHY SHANE MAAS

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 30 day of October, 2019, by TIMOTHY SHANE MAAS. Witness my hand and official seal.

TINGWEI MA  
Notary Public  
State of Colorado  
Notary ID # 20174016087  
My Commission Expires 04-13-2021

  
Tingwei Ma, Notary Public  
(Name Printed)

(SEAL)



**ANNEX 1**  
**ASSIGNEES AND ADDRESSES; BEFORE PAYOUT AND AFTER**  
**PAYOUT WORKING INTERESTS**

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 <sup>nd</sup> 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 <sup>th</sup> 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%
Joshua May 2626 E. Long Dr. Greenwood Village, CO 80121	Individual	1.217949%	0.913462%
Kyle May 623 4 <sup>th</sup> 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%



Assignee Name and Address	Assignee Type of Entity	Before Payout Leasehold Working Interest	After Payout Leasehold Working Interest
ABCM Investment Fund LLC 3465 S Gaylord Ct., B531 Englewood, CO 80113	Colorado Limited Liability Company	0.608974%	0.456731%
Ciara Monfort 250 Columbine Street Unit 506 Denver, CO 80206	Individual	0.608974%	0.456731%
Drew Peterson 328 Adams Street Denver, CO 80206	Individual	0.608974%	0.456731%
Jason Pickett 1 Calle Taft Apt 6F San Juan, Puerto Rico 00911	Puerto Rico Individual	2.435897%	1.826923%
JL Schmidt Enterprises, LLC Attn: Jeff Schmidt 125 Inverness Drive East Suite 250 Englewood, CO 80112	Colorado Limited Liability Company	0.608974%	0.456731%
Jordan Stern 866 S York Denver, CO 80209	Individual	0.608974%	0.456731%
Michael Fancher 61 Jackson Street Unit F Denver, CO 80206	Individual	2.435905%	1.826919%
Monfort Companies, LLC Attn: Kenny Monfort 1962 Blake Street Ste 200 Denver, CO 80202	Colorado Limited Liability Company	2.435897%	1.826923%
Nicholas Hansen 640 Ruby Trust Way Castle Rock, CO 80108	Individual	0.608974%	0.456731%
Timothy Shane Maas 3295 W 17 <sup>th</sup> Ave. Denver, CO 80204	Individual	0.608974%	0.456731%

TOTAL: 47.500000% 35.625000%