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EUREKA COUNTY, NV
LAND-ASN
Rec:\$37.00
Total:\$37.00
DAVID G. STOLFA

2021-246451
10/13/2021 08:45 AM
Pgs=5

Recording Requested By:

Name David G. Stolfa

Address 3300 South Columbine Circle

City / State / Zip Englewood, CO 80113



00013981202102464510050057
LISA HOEHNE, CLERK RECORDER

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 September 20, 2021, is from RESOURCE LEGACY INVESTMENTS, LLC , a Colorado limited liability company ("Grantor"), 4690 Table Mountain Drive, Suite 100, Golden, Colorado 80403, to GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company ("GCOG"), 717 17th Street, Suite 1400, Denver, Colorado 80202.

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 GCOG all of its right, title and interest (the "Conveyed Interests"), 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, Grantor hereby RETAINS, RESERVES AND EXCEPTS the following (the "Reserved Interests") from the above grant:

(i) Grantor's 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 AND ONLY INsofar as the foregoing cover or relate to: (a) any lands other than the Assigned Lands, or (b) any depths other than the Assigned Depths;

(ii) Grantor's 8.33333-percent leasehold working interest in and to the wellbore of the Federal #25-2 well, API #27-011-05316, located in the NW/4NE/4 of Section 25, T. 28 N., R. 51 E., Eureka County, Nevada, including without limitation Grantor's rights in respect of future production from said well and Grantor's obligations as a working-interest owner in respect of said well; and

(iii) Grantor's one-third proportionate share of the "Base ORRI," the "Convertible ORRI" and the "Back-In" reserved by GCOG and Grantor, as more fully described in the following documents, which descriptions are hereby incorporated herein by reference: (a) Assignment, Bill of Sale and Conveyance dated as of April 15, 2019, from

Grantor and GCOG to CR Locums, Inc., et al., recorded in the official public records of Eureka County, Nevada on May 9, 2019, as Document No. 2019-238950, as amended by Amendment of Assignment, Bill of Sale and Conveyance dated August 10, 2021, among Grantor, GCOG, CR Locums, Inc., et al., recorded in the official public records of Eureka County, Nevada on September 13, 2021, as Document No. 2021-246347; (b) Assignment, Bill of Sale and Conveyance dated as of April 30, 2019, from Grantor and GCOG to Ahbe Capital Investment Group Inc., et al., recorded in the official public records of Eureka County, Nevada on May 21, 2019, as Document No. 2019-238671; and (c) Assignment, Bill of Sale and Conveyance dated as of April 30, 2019, from Grantor and GCOG to ABCM Investment Fund LLC, et al., recorded in the official public records of Eureka County, Nevada on June 3, 2019, as Document No. 2019-238708.

TO HAVE AND TO HOLD the Conveyed Interests, together with all and singular the rights and appurtenances thereunto and in any way belonging, unto GCOG and its successors and assigns forever, but reserving the Reserved Interests.

2. Grantor warrants that, except for the Reserved Interests, the Conveyed Interests are free and clear of 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, BY ITS ACCEPTANCE HEREOF, GCOG WAIVES ANY AND ALL OF THE AFOREDESCRIBED WARRANTIES AS TO THE CONVEYED INTERESTS AND ACCEPTS THE CONVEYED INTERESTS "AS IS, WHERE IS AND WITH ALL FAULTS". ALL DESCRIPTIONS OF THE CONVEYED INTERESTS OR ANY PART THEREOF HERETOFORE OR HEREAFTER FURNISHED TO GCOG BY GRANTOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR GCOG'S CONVENIENCE AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY GRANTOR. GRANTOR SHALL NOT HAVE ANY LIABILITY TO GCOG FOR ANY CLAIMS, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE CONVEYED INTERESTS OR ANY PART THEREOF, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY ARISING OUT OF GCOG'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) Exhibit "A" attached to this Assignment is 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 both of the parties hereto. Any waiver by either party hereto of any breach of any provision of this Assignment shall be in writing.

(E) 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 date first above written.

RESOURCE LEGACY INVESTMENTS, LLC

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

By: The Erie County Investment Co., its
Manager

By:

Jordan Schultz
Jordan Schultz,
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Jordan Schultz, as Vice President 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 19884014260
MY COMMISSION EXPIRES MAY 21, 2022**

Jennifer Bybee
Notary Public

(SEAL)

EXHIBIT "A"

EUREKA COUNTY, NEVADA

THE LEASES AND THE ASSIGNED LANDS

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