

EUREKA COUNTY, NV
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HALL ESTILL ATTORNEYS AT LAW

2022-247792
01/31/2022 09:53 AM
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APNs: 013-081-01
011-531-01
011-551-01



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LISA HOEHNE, CLERK RECORDER

After recording, return to:
Return acknowledgment to:

Hall Estill Hardwick Gable Golden & Nelson, P.C.
100 North Broadway, Suite 2900
Oklahoma City, OK 73102
Attn: Daniel J. Glover

[Eureka County, Nevada]

**ASSIGNMENT OF AND AMENDMENT TO DEED OF TRUST, MORTGAGE,
ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING
STATEMENT**

BY AND AMONG

RESOURCE LEGACY INVESTMENTS, LLC, as Grantor,

BOKF, NA dba BOK FINANCIAL, as Prior Agent, and

**MIDFIRST BANK
as successor Agent and Beneficiary**

Dated as of December 23, 2021

Location: Eureka County, Nevada

**ASSIGNMENT OF AND AMENDMENT TO DEED OF TRUST, MORTGAGE,
ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING
STATEMENT**

WHEREAS, BOKF, NA dba BOK FINANCIAL, as Administrative Agent (in such capacity, "Assignor"), is party to that certain Credit Agreement, dated as of March 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among RESOURCE STRATEGIES L.L.C., a Utah limited liability company ("Borrower Strategies"), MOUNTAIN OIL AND GAS COMPANY OF MONTANA, a Delaware corporation ("Borrower Mountain"), ERIE PARTNERS I, LLC, a Colorado limited liability company ("Borrower Erie"), RESOURCE LEGACY INVESTMENTS, LLC, a Colorado limited liability company ("Borrower Legacy" and, collectively with Borrower Strategies, Borrower Mountain and Borrower Erie, the "Borrowers" and each a "Borrower"), the Lenders from time to time party thereto, the Assignor and the other Persons party thereto. Borrower Legacy is referred to herein as the "Grantor";

WHEREAS, in connection with the Credit Agreement, Assignor was granted certain liens and security interests pursuant to those certain security documents listed on Schedule 1 attached hereto and incorporated herein by this reference (the "Security Document"), and recorded against that certain real property set forth on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Assignor has resigned from its capacities as Administrative Agent pursuant to that certain Loan Sale Agreement dated as of December 23, 2021 (the "Loan Sale Agreement"), among the Borrowers, the Assignor, MIDFIRST BANK ("MidFirst Bank") and the other Persons party thereto, MidFirst Bank has been appointed as successor Administrative Agent (together with its successors and assigns in such capacities, "Assignee") and has succeeded to and become vested with all the rights, powers, privileges and duties of Assignor under the Security Document;

WHEREAS, Assignor desires to transfer of record such lien and security interest under the Security Document to Assignee, whose address is:

MidFirst Bank
501 N.W. Grand Blvd.
Oklahoma City, OK 73118
Attention: Connor Lankford

; and

WHEREAS, in connection with such transfer, Assignor and Assignee desire to provide for the resignation and removal of the existing trustee under the Security Document and the appointment of a new trustee under the Security Document;

WHEREAS, Assignor, Assignee and Grantor now desire to amend the Security Document by entering into this **Assignment of and Amendment To Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement** (this "Agreement") to (i) reflect the succession of Assignor as the beneficiary under the Security Document and (ii) make certain

other amendments and modifications to the Security Document, all as more particularly set forth in herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. **ASSIGNMENT**

Assignor hereby grants, sells, pledges, assigns, warrants, transfers and conveys to Assignee, effective as of December 23, 2021, and Assignee hereby assumes, effective as of such date, all of Assignor's property, right, interest and estate in and to the Security Document as Administrative Agent, mortgagee, grantee, beneficiary and secured party, as applicable. In connection with such assignment, Assignor hereby removes Benjamin H. Adler from the position as trustee under the Security Document. Assignee hereby ratifies and affirms such removal and hereby appoints Connor Lankford, whose address is 501 N.W. Grand Blvd., Oklahoma City, OK 73118, as trustee under the Security Document with full rights, powers and authorities delegated to such trustee under the Security Document. **This Assignment is made without any representation or warranty whatsoever by Assignor and upon the express condition, understanding and agreement that this assignment is made without recourse to Assignor, for any cause whatsoever, by Assignee, or by any successor to the interest of Assignee in the Security Document, except as set forth in the Loan Sale Agreement.** Unless otherwise defined herein, capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

II. **AMENDMENTS**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Grantor hereby agree to amend the Security Document as follows:

Section 2.1 **Amendments to Definitions.** The definitions of the following defined terms set forth in the Security Document are each hereby amended as follows:

- (a) Each reference in the Security Document to "Administrative Agent" shall be deemed to refer to MidFirst Bank or its successor or assign in the capacity of Administrative Agent.
- (b) Each reference in the Security Document to the "Mortgage" shall be deemed to refer to the Security Document, as amended by this Agreement.
- (c) Each reference in the Security Document to "Trustee" shall be deemed to refer to Connor Lankford or the successor or assign in the capacity of trustee.
- (d) Each reference in the Security Document to "Credit Agreement" shall be deemed to refer to the Credit Agreement, as defined in this Agreement.

III.
REAFFIRMATION AND RATIFICATION

The parties hereto further agree that except as set forth herein, none of the terms, obligations, rights and conditions of the Security Document are being amended in any way, and all such terms, obligations, rights and conditions are and will remain binding upon, and enforceable against the parties thereto. Each of the parties hereto reaffirms, ratifies, confirms and acknowledges (a) the Security Document, as amended hereby, and (b) the obligations, covenants, representations and warranties of each Borrower under the Security Document that expressly survive this assignment (including the provisions set forth in Section 3.5 of the Mortgage (as defined in the Security Document)), as amended hereby, in favor of Assignor. Grantor hereby reaffirms, ratifies, confirms and acknowledges (a) the Security Document, as amended hereby, and (b) all obligations, covenants, representations and warranties of Grantor under the Security Document, as amended hereby, in favor of Assignee. Nothing in this Agreement releases any right, claim, lien or security interest of Administrative Agent created by or contained in the Security Document. This Agreement is a modification of and not a novation of the Security Document. Grantor agrees that this Agreement shall in no manner impair the Obligations or the liens and security interests securing the payment and performance thereof, and that such liens and security interests shall not in any manner be waived or diminished as a result of this Agreement.

IV.
MISCELLANEOUS.

Section 4.1 For the convenience of the parties, this Agreement may be executed in multiple counterparts and by means of electronic transmission. Each of the counterparts of this Agreement so executed shall for all purposes be deemed to be an original, and all such counterparts shall collectively constitute one and the same Agreement.

Section 4.2 THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO AND APPLICABLE UNITED STATES FEDERAL LAW; EXCEPT TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION AND/OR FORECLOSURE OF THE LIENS, THE ASSIGNMENTS AND/OR THE SECURITY INTERESTS CREATED HEREIN IN THE MORTGAGED PROPERTY RESULTING FROM FORECLOSURE BY BENEFICIARY OF LIENS CREATED HEREUNDER, ALL OF WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA. If any provision or clause of this Agreement conflicts with applicable laws, such conflicts shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

Section 4.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.4 Except as specifically provided for in this Agreement (i) the Security Document and the liens and security interests created thereby shall remain in full force and effect, and (ii) nothing contained in this Agreement shall be deemed to be, or construed as, a waiver of any terms, conditions or provisions of the Security Document.

Executed as of the date first written above.

ASSIGNOR:

BOKF, NA dba BOK FINANCIAL, as Prior Agent

By: B. H. Adler
Name: Benjamin H. Adler
Title: Senior Vice President

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

The foregoing instrument was acknowledged before me this 22nd day of December, 2021 by Benjamin H. Adler, Senior Vice President of BOKF, NA dba BOK Financial.

WITNESS my hand and official seal.

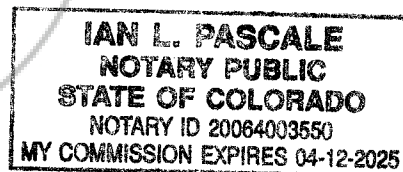
(Seal)

Ian L. Pascale
Notary Public

Ian L. Pascale
(Type or Print Name)

My Commission Expires:

04/12/2025



ASSIGNEE:

MIDFIRST BANK, as successor Agent and
Beneficiary

By: Steve A. Griffin
Name: Steve A. Griffin
Title: First Senior Vice President

By: Connor Lankford
Name: Connor Lankford
Title: Assistant Vice President

STATE OF OKLAHOMA

)

ss.

COUNTY OF OKLAHOMA

)

The foregoing instrument was acknowledged before me this 22 day of December, 2021 by Steve A. Griffin, First Senior Vice President of MidFirst Bank, on behalf of said association.

WITNESS my hand and official seal.

(Seal)



Lacey Drew
Notary Public

Lacey Drew
(Type or Print Name)

My Commission Expires:

05/18/25

STATE OF OKLAHOMA

)

ss.

COUNTY OF OKLAHOMA

)

The foregoing instrument was acknowledged before me this 22 day of December, 2021 by Connor Lankford, Assistant Vice President of MidFirst Bank, on behalf of said association.

WITNESS my hand and official seal.

(Seal)



Lacey Drew
Notary Public

Lacey Drew
(Type or Print Name)

My Commission Expires:

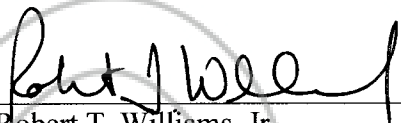
05/18/25

GRANTOR:

RESOURCE LEGACY INVESTMENTS, LLC

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

By: The Erie County Investment Co.,
its Manager

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

STATE OF COLORADO)

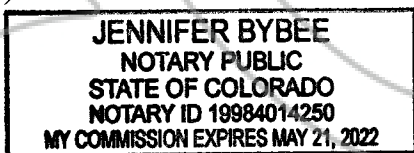
CITY AND COUNTY OF Jefferson)
~~DENVER~~

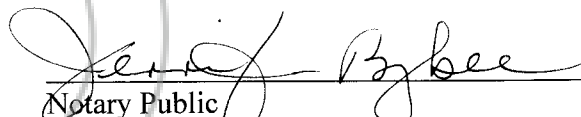
ss.

The foregoing instrument was acknowledged before me this 22nd day of December, 2021 by Robert T. Williams, Jr., as Vice President, Chief Financial Officer and Treasurer of The Erie County Investment Co., an Ohio Corporation, as the Manager of Resource Strategies L.L.C., a Utah limited liability company, as the Manager of Resource Legacy Investments, LLC, a Colorado limited liability company, on behalf of said corporation and limited liability companies.

WITNESS my hand and official seal.

(Seal)




Notary Public

Jennifer Bybee
(Type or Print Name)

My Commission Expires:

May 21, 2022

SCHEDULE I

SECURITY DOCUMENT

1. Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Resource Legacy Investments, LLC to Benjamin H. Adler, as Trustee, for the benefit of BOKF, NA dba BOK Financial, as Agent, dated March 31, 2017, recorded as follows:

Recording Jurisdiction
Eureka County, NV

Recording Data
Document No. 0232876
Book 600, Page 318
Recorded 4/13/17

EXHIBIT A

COPY

SCHEDULE I
NET REVENUE INTERESTS
WORKING INTERESTS

COPY

EXHIBIT "A"

EUREKA COUNTY, NEVADA

Blackburn Unit.

An undivided 40.000% interest in and to the leasehold estate created by the following:

Lessor: United States of America NVN-52055 (segregated from USA N-10613)
Lessee: Merle C. Chambers
Date: November 1, 1974
Description: T27N-R52E, MDM
Section 7: SE/4;
Section 9: N/2 NW/4, SE/4 NW/4, W/2 SW/4;
Section 22: W/2 SW/4.
WI = 40.000%; NRI = 32.600%

An undivided 33.333% interest in and to the leasehold estate created by the following:

Lessor: United States of America NVN-11348
Lessee: Suzanne D. Bucy
Date: May 1, 1975
Recorded: Book 57, Page 256, Records of Eureka County, Nevada
Description: T27N-R52E, MDM
Section 7: NE/4;
Section 8: W/2, SE/4, S/2NE/4
WI = 33.333%; NRI = 26.166%

Devonian Formation Production: Blackburn #3, #10, #12, #14, #16, #18, #19, #21:
Unit WI = 35.000; Unit NRI = 27.650%

Chainman and Indian Wells Formation Production:
Blackburn #3: WI = 50.000% BPO/39.500% APO; NRI = 39.500% BPO/27.204% APO
Blackburn #14: WI = 33.333% BPO/34.444% APO; NRI = 26.333% BPO/27.204% APO
Blackburn #10: WI = 34.444%; NRI = 27.204%

A-NV-E-1

EXHIBIT A

DESCRIPTION OF MORTGAGED PROPERTIES

COPY

EXHIBIT "A"

EUREKA COUNTY, NEVADA

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Lessee: Merle C. Chambers
Date: November 1, 1974
Description: T27N-R52E, MDM
Section 7: SE/4;
Section 9: N/2 NW/4, SE/4 NW/4, W/2 SW/4;
Section 22: W/2 SW/4.
WI = 40.000%; NRI = 32.600%

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Section 8: W/2, SE/4, S/2NE/4.
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Chainman and Indian Wells Formation Production:
Blackburn #3: WI = 50.000% BPO/39.500% APO; NRI = 39.500% BPO/27.204% APO
Blackburn #14: WI = 33.333% BPO/34.444% APO; NRI = 26.333% BPO/27.204% APO
Blackburn #10: WI = 34.444%; NRI = 27.204%

A-NV-E-1