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Recording Requested By:

Name David G. Stolf

Address 3300 South Columbine Circle

City / State / Zip Englewood, CO 80113

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

2023-249995
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KATHERINE J. BOWLING, 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 June 1, 2022 (the "Effective Date"), is from LAKE FORK RESOURCES OPERATING, LLC , a Colorado limited liability company ("Grantor"), with an address at 200 Arapahoe Drive, Saratoga, Wyoming 82331, 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), effective as of the Effective Date, 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 Three Bar Federal 6R well (the "Well"), having a surface location in the NW/4 of Section 25, T. 28 N., R. 51 E., MDM, Eureka County, Nevada, including without limitation the wellbore of, the participating area for, and the production on and after the Effective Date from, the Well;

B. 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 included in the participating area for the Well (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

C. 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 of its current right, title and interest in and to the 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 and all lands covered by the Leases other than the Assigned Lands, and (2) any and all 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 and Assignee have agreed that production proceeds, costs and expenses attributable to the Well shall be allocated between them as of the Effective Date, with Grantor being entitled to receive all such proceeds arising from production prior to the Effective Date and being liable for all such costs and expenses incurred prior to the Effective Date, and Assignee being entitled to receive all such proceeds arising from production on or after the Effective Date and being liable for all such costs and expenses incurred on or after the Effective Date.

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

4. 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.

5. 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) The parties shall execute, acknowledge and deliver, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents and 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.

EXHIBIT "A"

THE LEASES

EUREKA COUNTY, NEVADA

Lessor: United States of America NVN087565
Original Lessee: Breck Energy (Nevada), LLC
Date: April 1, 2010
All Lands Covered
by Lease: 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
All Lands Covered
by Lease: 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
All Lands Covered
by Lease: 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