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Recording Requested By:

Name David G. Stolfa

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

2023-251337
12/01/2023 02:15 PM
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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 October 1, 2023, 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, 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:

A. The oil, gas and mineral leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), including without limitation all lands covered thereby (the "Lands") and all depths covered thereby; and

B. All wells now or hereafter located on lands covered by any or all of the Leases or any lands pooled or unitized therewith (the "Wells");

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 Lands; and

D. Any and all oil, gas, hydrocarbons, equipment, fixtures, accounts receivable, proceeds and other personal property relating in any way to any of the Lands, the Leases or the Wells

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 warrants title to the Conveyed Interest against 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 ASSIGNEE WAIVES ANY AND ALL OF THE ABOVE-DESCRIBED 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.

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) 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 Eureka County, Nevada. 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 Grantor and Assignee. 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 shall be governed by and construed under the laws of the State of Nevada, without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

LAKE FORK RESOURCES OPERATING, LLC

By: Thomas S. Wright
Thomas S. Wright,
Manager

STATE OF ARIZONA
COUNTY OF PIMA

)
) ss.
)

The foregoing instrument was acknowledged before me this 25th day of October, 2023, by Thomas S. Wright, as Manager of LAKE FORK RESOURCES OPERATING, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

Andrea Kaplan
Notary Public

My commission expires : 01/31, 2027

(SEAL)



ANDREA KAPLAN
Notary Public - Arizona
Pima Co. / #641400
Expires 01/31/2027

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