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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

2024-254026
12/06/2024 09:02 AM
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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 and effective as of October 1, 2024 (the "Effective Date"), is from GENESEE ENERGY COMPANY, LLC, a Colorado limited liability company ("Genesee"), with an address at 25205 Genesee Avenue, Golden, Colorado 80401, to GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company ("GCOG"), with an address at 5299 DTC Boulevard, Suite 840, Greenwood Village, Colorado 80111.

1. **Assignment.** FOR TEN DOLLARS (\$10.00) and other good, valuable and sufficient consideration received by Genesee, the receipt and sufficiency of which are hereby acknowledged, Genesee has granted, conveyed, sold, bargained, assigned and delivered, and by these presents does hereby grant, convey, sell, bargain, assign and deliver, unto GCOG all of Genesee's right, title and interest (the "Assigned Interests") in and to the property described below (the "Property"):

(a) The oil, gas and mineral leases, as amended, described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), covering the lands described in Exhibit "A" (the "Lands"), together with the rights, privileges, liabilities and obligations appurtenant thereto, specifically including the rights, privileges, liabilities and obligations relating to the Blackburn oilfield and the Grant Canyon oilfield;

(b) All oil, gas and condensate wells (whether producing, not producing or abandoned), and all water source, water injection and other injection and disposal wells and systems located on the Leases or the Lands (all of the foregoing being herein collectively referred to as the "Wells"), together with all owned equipment, facilities, and fixtures located on or used in developing or operating the Leases, the Lands or the Wells, or producing, storing, treating or transporting oil, gas, water, or other products or byproducts, including pipelines, flow lines, gathering systems, tank batteries, improvements, fixtures, inventory and abandoned property that relate to the Leases, the Lands or the Wells (collectively the "Lease Property and Equipment");

(c) To the extent assignable or transferable, all permits, licenses, easements, rights-of-way, servitudes, surface leases, surface use agreements, and similar rights and interests applicable to or used in operating the Leases, the Lands or the Wells (collectively the "Permits and Easements"); and

(d) To the extent assignable or transferable, all contracts, as amended, and contractual rights, liabilities, obligations and interests thereunder that relate to the Leases, the Lands or the Wells (the "Related Contracts").

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

2. Allocation of Costs and Revenues; Burdens; Delegation and

Assumption. (a) Operating expenses and other costs and production revenues and other benefits shall be allocated between Genesee and GCOG as of the Effective Date. The parties agree that Genesee has heretofore paid its share of all operating expenses and other costs attributable to the Assigned Interests for which it is responsible and has heretofore received its share of all production revenues and other benefits attributable to the Assigned Interests to which it is entitled. GCOG shall be responsible for all other expenses and costs attributable to the Assigned Interests and shall have the benefit of all other revenues attributable to the Assigned Interests.

(b) Except as otherwise provided in Section 2(a), Genesee delegates to GCOG, and GCOG hereby assumes, all of Genesee's obligations and liabilities attributable to the Assigned Interests, including without limitation plugging and abandonment costs with respect to the Wells and statutory and contractual reclamation obligations relating to oil and gas operations conducted on the Lands.

3. Warranty; Disclaimers as to Personal Property. (a) Genesee warrants title to the Assigned Interests against burdens, encumbrances, title defects and other matters arising by, through or under Genesee, but not otherwise. Genesee agrees to indemnify, save, defend and hold harmless GCOG and its successors and assigns from and against any and all claims and liabilities that may arise at any time as a result of any violation of the warranty made by Genesee as set forth above.

(b) IN SO FAR AS THIS ASSIGNMENT COVERS PERSONAL PROPERTY, GENESEE EXPRESSLY DISCLAIMS AND NEGATES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND GCOG WAIVES ANY AND ALL OF THE AFOREDESCRIBED WARRANTIES AS TO SUCH PERSONAL PROPERTY AND ACCEPTS ALL SUCH PERSONAL PROPERTY AS IS, WHERE IS AND WITH ALL FAULTS. ALL DESCRIPTIONS OF SAID PERSONAL PROPERTY HERETOFORE OR HEREAFTER FURNISHED TO GCOG BY GENESEE HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR GCOG'S CONVENIENCE AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY GENESEE. GENESEE SHALL HAVE NO LIABILITY TO GCOG FOR ANY CLAIMS, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY SUCH PERSONAL PROPERTY, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY ARISING OUT OF GCOG'S ACQUISITION THEREOF.

4. **Subrogation.** GCOG shall be subrogated to Genesee's rights in and to representations, warranties and covenants given with respect to the Property, and the other rights, titles, interests, properties and assets referenced in clauses (a) through (d) of Section 1 of this Assignment. Genesee hereby grants and transfers to GCOG, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce all such covenants, representations and warranties, if any, which Genesee is entitled to enforce with respect to such rights, titles, interests, properties and assets.

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) Each party hereto hereby agrees to execute, acknowledge and deliver to the other parties 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) 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.

(d) This Assignment may not be amended except by an instrument expressly modifying this Assignment signed by each of the parties hereto. No waiver by any party hereto of any breach of any provision of this Assignment shall be binding unless made expressly in writing. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision hereof (regardless of whether similar), and no such waiver shall constitute a continuing waiver unless expressly so provided. Delay in the exercise, or non-exercise, of any such right is not a waiver of that right.

(e) 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. Separate counterparts of this Assignment may be executed for recording in Eureka County, Nevada and Nye County, Nevada, each of which shall have attached thereto the portion of Exhibit "A" that describes Lands located in the county in which that counterpart is to be recorded.

(f) The provisions of this Assignment will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided, however*, that if any provision of this Assignment, as applied to either Genesee or GCOG or to any circumstance contemplated by this

Assignment, is adjudged by a court of competent jurisdiction, arbitrator, or mediator not to be enforceable in accordance with its terms, the parties hereto agree that the court of competent jurisdiction, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its revised form, such provision will then be enforceable and will be enforced.

(g) This Assignment shall be governed by and construed under the laws of the State of Colorado, without regard to conflict of laws principles.

IN WITNESS WHEREOF, Genesee has caused this Assignment to be executed and delivered effective as of the Effective Date, and GCOG has joined in the execution and delivery of this Assignment to evidence its acceptance of the Assigned Interests upon the terms and conditions set forth herein, effective as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

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GENESEE ENERGY COMPANY, LLC

By:


Steven R. Dille', Manager

STATE OF COLORADO

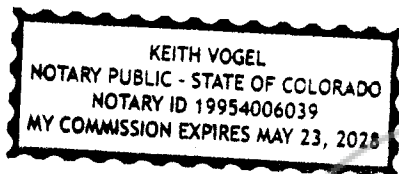
)

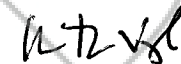
) ss.

COUNTY OF JEFFERSON

)

The foregoing instrument was acknowledged before me on November 25, 2024, by Steven R. Dille', as Manager of GENESEE ENERGY COMPANY, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

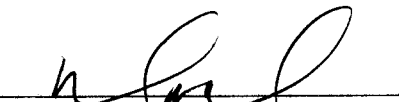



Keith Vogel, Notary Public
(Name Printed)

(SEAL)

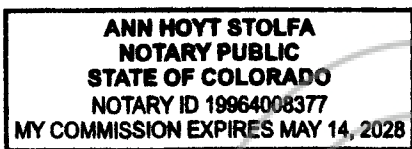
My Commission Expires: May 23, 2028


GRANT CANYON OIL & GAS, LLC

By: 
Michael D. O'Neal,
Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on November 26, 2024, by Michael D. O'Neal, as Manager of GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.




Ann Hoyt Stolf, Notary Public
(Name Printed)

(SEAL)

My Commission Expires: May 14, 2028

EXHIBIT "A"

EUREKA COUNTY, NEVADA

Blackburn Field.

Lessor: United States of America NVN-52055 (segregated from USA N-10613)
Lessee: Merle C. Chambers
Date: November 1, 1974
Description: T. 27 N., R. 52 E., MDM
Section 7: SE/4;
Section 9: N/2NW/4, SE/4NW/4, W/2SW/4;
Section 22: W/2SW/4.

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: T. 27 N., R. 52 E., MDM
Section 7: NE/4;
Section 8: W/2, SE/4, S/2NE/4.

Lessor: United States of America NVN-87558
Lessee: Grant Canyon Oil & Gas, LLC
Date: April 1, 2010
Recorded: Document #215086, Records of Eureka County, Nevada
Description: T. 27 N., R. 52 E., MDM
Section 4: Lots 1 through 4, S/2N/2, S/2;
Section 5: Lots 1 through 4, S/2N/2, S/2;
Section 6: Lots 1 through 7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4;
Section 7: Lots 1 through 4, E/2W/2.

Existing Wells:

Blackburn #3, #10, #12, #14, #16, #18, #19, #21
Bucy #1

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) _____
- b) _____
- c) _____
- d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#:

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

2. Type of Property:

- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input checked="" type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____
Assignment of Interests in Federal Oil & Gas Leases

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature David G. Stofa Capacity AGENT

Signature David G. Stofa Capacity AGENT

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Genesee Energy Company, LLC

Address: 25205 Genesee Avenue

City: Golden

State: CO Zip: 80401

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Grant Canyon Oil & Gas, LLC

Address: 5299 DTC Blvd., Suite 840

City: Greenwood Village

State: CO Zip: 80111

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: David G. Stofa Escrow # _____

Address: 3300 South Columbine Circle

City: Englewood State: CO Zip: 80113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)