

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

2024-254096
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KATHERINE J. BOWLING, CLERK RECORDER

Recording Requested By:

Name David G. Stolfa

Address 3300 South Columbine Circle

City / State / Zip Englewood, CO 80113

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 Statue (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, 2024 (the "Effective Date"), is from SEG INTERESTS LLC, a Texas limited liability company ("Grantor"), with an address at 824 Country Lane, Houston, Texas 77024, to GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company ("Assignee"), with an address at 5299 DTC Boulevard, Suite 840, Greenwood Village, Colorado 80111.

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 Grantor's right, title and interest (the "Conveyed Interest"), 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"), covering the lands described in Exhibit "A" (the "Lands"), together with any and all wells, equipment, flow lines and other property now or hereafter located thereon or used in connection therewith, all contracts, agreements and other documents relating thereto and any and all other rights and privileges appurtenant thereto,

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 lands described in Exhibit "A" relating to oil, gas, other hydrocarbons and any other minerals covered by the Leases; and

C. All contracts, documents and other agreements relating to or executed in connection with the Leases or the Lands, including without limitation that certain Participation Agreement dated as of May 3, 2019, among Grantor, Assignee, et al., and that certain Operating Agreement dated April 15, 2019, among Assignee, as operator, and Grantor, et al., as non-operators.

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. To the extent attributable to the Conveyed Interest, production proceeds and other benefits, and costs, expenses and other liabilities, shall be allocated between Grantor and Assignee as of the Effective Date, with Grantor having the benefit of and being responsible for those arising prior to the Effective Date and Assignee having the

benefit of and being responsible for those arising on or after the Effective Date, including plugging and abandonment costs and land reclamation expenses.

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 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.

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) 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 either party hereto of any breach of any provision of this Assignment shall be binding unless made expressly in writing.

(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.

(F) 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 Effective Date.

GRANTOR:

SEG INTERESTS LLC

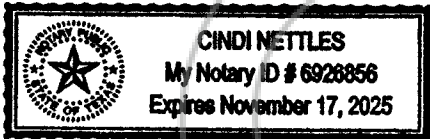
By: Marshall M. Eubank
Marshall M. Eubank, Manager

STATE OF TEXAS)

COUNTY OF HARRIS)

)
) ss.
)

This instrument was acknowledged before me on this 21st day of November, 2024, by Marshall M. Eubank, as Manager of SEG INTERESTS LLC, a Texas limited liability company, on behalf of said limited liability company. Given under my hand and official seal.



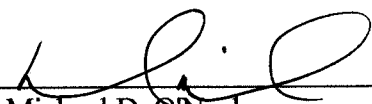
Cindi Nettles
Cindi Nettles, Notary Public
(Name Printed)

(SEAL)

My commission expires: 11/17 2025

ASSIGNEE:

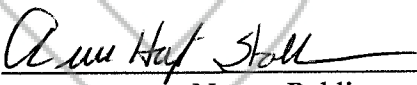
GRANT CANYON OIL & GAS, LLC

By: 
Michael D. O'Neal,
President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of December, 2024, by Michael D. O'Neal, as President 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 STOLFA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964008377
MY COMMISSION EXPIRES MAY 14, 2028


Notary Public

(SEAL)

EXHIBIT "A"

THE LEASES AND THE LANDS

EUREKA COUNTY, NEVADA

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

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. Stolfa Capacity AGENT
 Signature David G. Stolfa Capacity AGENT

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: SEG Interests LLC
 Address: 824 Country Lane
 City: Houston
 State: TX Zip: 77024

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. Stolfa Escrow # _____
 Address: 3300 South Columbine Circle
 City: Englewood State: CO Zip: 80113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)