

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF COLORADO)
) ss KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF MOFFAT)

This Assignment, Bill of Sale and Conveyance is made, entered and effective this 1st day of July, 2020, by and between **HDT, INC., formerly known as Hunter Dos Tres Corp.**, a California corporation, with its principal office at 4700 Stockdale Highway, Suite 120, Bakersfield, CA 93309 and **RIPTIDE ENERGY, LLC**, a Colorado limited liability company, with its principal office at 1251 South Elizabeth St., Denver, CO, 80210, collectively hereinafter referred to as “Assignor”, and **ARGALI EXPLORATION COMPANY**, a Colorado Corporation, with its principal office at 2403 ½ East Main Street, Rangely, CO 81648, hereinafter referred to as “Assignee.”

WITNESSETH:

WHEREAS, Assignor owns certain right, title and interest in the properties described below in subparagraphs (a) through (f), hereinafter referred to as “the Subject Properties”; and

WHEREAS, Assignor desires to sell, and Assignee desires to acquire, all of the Assignor's right title and interest in, to and under the Subject Properties, being the lands and leases as specified in **Exhibit "A"**, the easements, rights of way and surface use agreements as specified in **Exhibit "A-1"** and wells as specified in **Exhibit "B"**, attached hereto;

NOW, THEREFORE, for One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes, Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee **all** of Assignor's right, title and interest in, to and under the Subject Properties, which properties are more specifically described as follows:

- a) All of those properties, including interests in and to the lease(s), described in **Exhibit “A”**, and the well(s) described in **Exhibit “B”** attached hereto and made a part hereof by reference of all purposes;
- b) All right, title and interest in and to all presently existing and valid oil, gas and/or mineral unitization, pooling, and /or communitization agreements, declarations

and/or orders and in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction, voluntary unitization agreements, designations and/or declaration, and so called "working interest units" created under operating agreements or otherwise), which relate to any of the properties described in subparagraph (a);

- c) All right, title and interest in and to all presently existing and valid production sales (and sales related) contracts, operating agreements and other agreements and contracts which relate to any of the properties described in subparagraphs (a) and (b) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom or allocated thereto, including those certain contracts being described in **Exhibit "C"**, attached hereto and made a part hereof by reference for all purposes;
- d) All right, title and interest in and to all of the equipment associated with the wells described in **Exhibit "B"**, together with all right, title and interest in and to all pipelines, gathering lines, pits, materials, supplies, machinery, equipment, improvements and any other personal property and fixtures associated with the wells described in **Exhibit "B"**. All easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in subparagraphs (a), (b) and (c) above, or treatment, storage, gathering, transportation or marketing or production therefrom or allocated thereto, including those certain rights-of-way, surface leases, easements and surface use agreements being described in **Exhibit "A-1"**;
- e) All interest in lease records and other data records used or held for use in connection with the exploration, development or operation of the properties described in **Exhibit "A"**; and
- f) All oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, and gaseous hydrocarbons (collectively called "Hydrocarbons") in and under that may be produced and saved from the Subject Properties from and after the effective date, and all proceeds attributable thereto. All hydrocarbons in and under, produced and saved from the Subject Properties before the effective dated, and all proceeds attributable thereto, and hereby retained and reserved in favor of Assignor.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, its successors and assigns, provided, however, this assignment is made subject to the following terms and provisions:

I.

The Properties are sold and accepted "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT RESOURCE" without any warranty of any kind, express or implied, statutory, common law or otherwise and Argali waives and releases any warranty of merchantability, condition, fitness for a particular purpose, marketability or quality, either expressed or implied or statutory. However, HDT warrants and covenants that there are no liens, mortgages, security interest, or other claims or encumbrances as to the Properties arising by, through or under HDT but not otherwise, and that it has not previously conveyed the Properties

II.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations attributable to the interest conveyed by Assignor to Assignee in the Subject Properties.

III.

Assignee hereby agrees to assume all responsibility and liability for the Subject Properties, and Assignee agrees to protect, defend, indemnify and hold Assignor and its directors, officers, contractors agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the Subject Properties, or Assignee's operations on said leases and said land. Notwithstanding the above, and regardless of the date of occurrence, Assignee agrees to protect, defend, indemnify and hold Assignor and it directors, officers, contractors, agents, employees or representatives free and harmless from and against any and all costs, expenses, claims, demands and cause of action of every kind and character arising out of, incident to, or in connection with all environmental conditions, issues, and liabilities regarding the Subject Properties.

IV.

Assignor hereby agrees to execute any and all other instruments and/or documents necessary to give effect to the transfer of Assignor's interests in the Subject Properties.

V.

This assignment may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document. Interests assigned hereby may also be assigned and executed on approved Federal or State forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such assignments are the same, and not in addition to, the interests conveyed hereby.

VI.

This assignment shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators and successors and assigns.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed by Assignor and Assignee as of the dates in the respective acknowledgements below, and is effective as of July 1, 2020.

ASSIGNOR:

HDT, INC.

By: 

Kenneth H. Hunter III, President

RIPTIDE ENERGY, LLC

By: _____

Rich Bosher, Managing Member

ASSIGNEE:

ARGALI EXPLORATION COMPANY

By: _____

Carl Jeff Rector, President

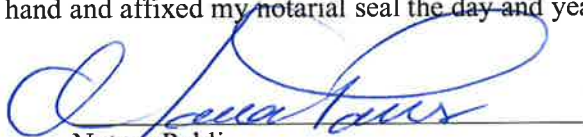
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF KERN)

On June 30, 2020 before me, a Notary Public, personally appeared Kenneth H. Hunter III, to me known, who, being by me duly sworn, did say that he is the President of HDT, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Kenneth H. Hunter III acknowledged that said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: July 28, 2022


Notary Public



STATE OF COLORADO)
)
COUNTY OF _____)

On _____, 2020 before me, a Notary Public, personally appeared Rich Boshier, to me known, who, being by me duly sworn, did say that he is the Managing Member of Riptide Energy, LLC and that said instrument was signed on behalf of said LLC by authority of its Board of Directors, and said Rich Boshier acknowledged that said instrument to be the free act and deed of said LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public

VI.

This assignment shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators and successors and assigns.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed by Assignor and Assignee as of the dates in the respective acknowledgements below, and is effective as of July 1, 2020.

ASSIGNOR:

HDT, INC.

By: _____
Kenneth H. Hunter III, President

RIPTIDE ENERGY, LLC

By: Rich Boshor
Rich Boshor, Managing Member

ASSIGNEE:

ARGALI EXPLORATION COMPANY

By: _____
Carl Jeff Rector, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF KERN)

On _____, 2020 before me, a Notary Public, personally appeared Kenneth H. Hunter III, to me known, who, being by me duly sworn, did say that he is the President of HDT, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Kenneth H. Hunter III acknowledged that said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public

STATE OF COLORADO)
)
COUNTY OF Denver)

On July 6th, 2020 before me, a Notary Public, personally appeared Rich Bosher, to me known, who, being by me duly sworn, did say that he is the Managing Member of Riptide Energy, LLC, and that said instrument was signed on behalf of said LLC by authority of its Board of Directors, and said Rich Bosher acknowledged that said instrument to be the free act and deed of said LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: 11-22-2021



Notary Public

ERNESTO ENRIQUE BAEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174048216
MY COMMISSION EXPIRES NOVEMBER 22, 2021

VI.

This assignment shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators and successors and assigns.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed by Assignor and Assignee as of the dates in the respective acknowledgements below, and is effective as of July 1, 2020.

ASSIGNOR:

HDT, INC.

By: _____
Kenneth H. Hunter III, President

RIPTIDE ENERGY, LLC

By: _____
Rich Boshier, Managing Member

ASSIGNEE:

ARGALI EXPLORATION COMPANY

By: 
Carl Jeff Rector, President

STATE OF COLORADO)
COUNTY OF Rio Blanco)

On June 24,, 2020 before me, a Notary Public, personally appeared Carl Jeff Rector, to me known, who, being by me duly sworn, did say that he is the President of Argali Exploration Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Carl Jeff Rector acknowledged that said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: 12/21/2023

Lissa Freeman

Notary Public

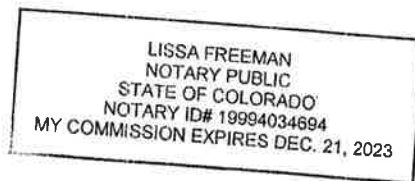


Exhibit "A" - Leases

All lands in Moffat County, Colorado

Lessor/Lease #	Lessee	Lease Date	Recording Info	Twp	Range	Sec.	Legal Description
CO State #84/9060-S	ENSTAR PETROLEUM COMPANY, A DIVISION OF ENSTAR CORPORATION	2/15/1984	-	9N	90W	31	Lots 5-20 (a/d/a ALL),
CO State #85/1754-S	Jack J. Grynberg	10/17/1985	-	9N	91W	36	ALL
BLM# COC-001727	M. B. TATE	9/1/1962	Book 368 / Page 363	9N	91W	14	Lots 15 and 16 (a/d/a S/2SE/4)
BLM# COC-001727	M. B. TATE	9/1/1962	Book 368 / Page 363	9N	91W	24	Lots 1-16 (a/d/a ALL)
BLM# COC-001727	M. B. TATE	9/1/1962	Book 368 / Page 363	9N	91W	25	Lots 1-13 (a/d/a N/2, N/2S/2, SW/4/SW4)
BLM #COC-017366	Orene Balling	1/1/1973	Book 398 / Page 261	9N	91W	23	Lots 3-6 and 9-16 (a/d/a NW/4, S/2)
BLM# COC-0-123066	ERVING WOLF	8/1/1964	Book 406 / Page 181	9N	91W	21	Lots 14-16 (a/d/a SE/4SW/4, S/2SE/4)
BLM# COC-0-123066	ERVING WOLF	8/1/1964	Book 406 / Page 181	9N	91W	22	Lots 13, 14 (a/d/a S/2SW/4)
BLM# COC-0-123066	ERVING WOLF	8/1/1964	Book 406 / Page 181	9N	91W	26	Lots 1, 2, 7-10 (a/d/a NE/4, N/2SE/4)
BLM# COC-0-123066	ERVING WOLF	8/1/1964	Book 406 / Page 181	9N	91W	28	Lots 15, 16 (a/d/a S/2SE/4)
BLM# COC-0-123066	ERVING WOLF	8/1/1964	Book 406 / Page 181	9N	91W	35	Lots 7-10, 15, 16 (S/2NE/4, SE/4)
BLM# COC-0-125609A	SHIRLEY BIRDSONG	8/1/1965	Book 388 / Page 83	9N	91W	23	Lots 1, 2, 7 and 8 (a/d/a NE/4)

End of Exhibit "A"

Exhibit "A-1" – ROW's, Easements, Surface Use Agreements

All located in Moffat County, Colorado

Lessor	Lessee	Eff Date	Recording Info	Twp	Range	Sec.	Legal Description	ROW Type
Moffat County	Celeste C. Grynberg	11/10/1986	NR	9N	91W	25	Lots 3, 4	Surface Use Access and ROW Agreement
Visintainer Sheep Co.	Jack J. Grynberg	5/15/1992	NR	9N	91W	36	ALL	Surface Use Agreement and Settlement Agreement
Visintainer Sheep Co.	C&K Petroleum Inc.	12/31/1974	NR	9N	91W	23	SE/4	Surface Use Agreement for location, access road and pipeline.
Visintainer Sheep Co.	CLX Energy	7/11/2000	NR	9N	91W	23	SE/4SW/4	Surface Use Agreement for location, access road and pipeline.
Visintainer Sheep Co.	Mustang Resources, LLC	3/9/2016	NR	9N	90W	30 & 31	See Instrument	Surface Use Agreement

End of Exhibit "A-1"

Exhibit “B” – Wells

All located in Moffat County, Colorado

API Number	Well Name	Location	Field
05-081-06187	Blue Gravel State 1-36	36 9N 91W NWNW	Blue Gravel
05-081-06249	Federal 1-23	23 9N 91W SESE	Blue Gravel
05-081-06061	Federal (Stauffer) 1-25	25 9N 91W NENW	Blue Gravel
05-081-06231	Federal 1-26	26 9N 91W NWNE	Blue Gravel
05-081-06744	Federal 1-35 (Water Injection)	35 9N 91W NWSE	Blue Gravel
05-081-06681	Federal (Stauffer) 2-25	25 9N 91W NWSE	Blue Gravel
05-081-06740	Federal 2-26	26 9N 91W SENE	Blue Gravel
05-081-06752	Federal 3-35	35 9N 91W SESE	Blue Gravel
05-081-06731	Federal 4-25	25 9N 91W SWNW	Blue Gravel
05-081-06817	Federal (Blue Gravel) 4-35	35 9N 91W SWSE	Blue Gravel
05-081-06742	Federal (Blue Gravel) 5-24	24 9N 91W NWSW	Blue Gravel
05-081-06818	Federal 5-35 (Water Injection)	35 9N 91W NWSE	Blue Gravel
05-081-06760	Federal 6-24	24 9N 91W SESW	Blue Gravel
05-081-06741	Federal 4-24	24 9N 91W SWSW	Blue Gravel
05-081-06745	Federal (Blue Gravel) 6-25	25 9N 91W NESW	Blue Gravel
05-081-06743	Federal (Blue Gravel) 7-25	25 9N 91W SENW	Blue Gravel
05-081-06077	Federal Blue Gravel 1-23	23 9N 91W SENE	Blue Gravel
05-081-06756	Grynberg State 10-36	36 9N 91W SESE	Blue Gravel
05-081-06748	Grynberg State 3-36	36 9N 91W NWSW	Blue Gravel
05-081-06751	Grynberg State 6-36	36 9N 91W SW	Blue Gravel
05-081-06804	State 1-31	31 9N 91W SWSW	Blue Gravel
05-081-06750	State 5-36	36 9N 91W SWSW	Blue Gravel
05-081-06755	State 9-36	36 9N 91W SWSE	Blue Gravel
	State 4-36 Facility (water tank battery and associated equipment, tanks, pumps, motor, etc.)	36 9N 91W	Blue Gravel
	Compressor Station, ID#BGCPDD51, Master #8044	23 9M 91W	Blue Gravel
	Lakota Amine Unit, Serial #6873		
	Produced Water Transfer System and Flowline System		

End of Exhibit “B”

Exhibit “C” – Contracts and Agreements

Contract Name	Contract Type	Recording Info
Vaquero Energy - HDT	Joint Operating Agreement	n/r
Merrion Oil and Gas Corp / Hunter Dos Tres Corp	Purchase and Sale Agreement	n/r
Rocky Mountain Natural Gas, a division of Kinder Morgan Inc.	Pipeline Operating Lease dated 4/20/2007 (2006)	n/r
Rocky Mountain Natural Gas, LLC / Merrion Oil and Gas Corp.	Interruptible Transportation Service Agreement #575710 Eff. 1/1/2008	n/r
Rocky Mountain Natural Gas, LLC / Merrion Oil and Gas Corp.	Discount Letter to Interruptible Transportation Agreement #575710 dated 11/19/2007	n/r
Hunter Dos Tres Corporation / Riptide Energy, LLC	Assignment and Assumption	n/r
Blackhills Energy Agreement	Transportation Service Agreement #6000545 dated 5/25/2018	n/r
Waukesha F18GL	Blue Gravel Compressor	n/r
Mustang Resources, LLC / Big West Oil, LLC	Crude Oil Purchase Agreement	n/r
Mustang Resources, LLC / Enterprise	Gas Purchase Agreement	n/r

End of Exhibit “C”