

Wells:
Sugarloaf #34-1, Sugarloaf #34-2 and
associated leased acreage described on
Exhibit A attached hereto

ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO }}
 }}
COUNTY OF MOFFAT }}

KNOW ALL MEN BY THESE PRESENTS THAT:

Geronimo Holding Corporation , whose address is 1801 W. Texas, Midland,, Texas 79702, hereinafter referred to as "Assignor", for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto:

Chaco Energy Company
P. O. Box 1587
Denver, CO 80201-1587

hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the following:

- (i) The oil and gas leases, leasehold interest, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on Exhibit "A" hereto, limited as to the lands and depths indicated on Exhibit "A" (collectively the "Leases"), together with identical undivided interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;
- (ii) The well, equipment, materials and other personal property, fixtures and improvements on the Leases as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale of disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided however, Equipment shall not include vehicles, communications equipment, tools, warehouse stock, compressors or leased equipment located on the Leases;
- (iii) All unitization, communitization, pooling and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and
- (iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases for all time periods including time periods prior to the Effective Date of this Assignment.
- All of Assignor's interest in the above mentioned assets is herein collectively referred to as the "Interests".

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations as specifically noted and reflected on Exhibit "A", and the right of joint use of any agreements assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

- I. This Assignment is accepted as of the Effective Date, and Assignee agrees to assume and perform, any and all of the obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, right-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as required by applicable lease or law

2. This Assignment and Bill of Sale is made without warranty of title or any other warranty, either express or implied, except by, through and under the Assignor only, but not otherwise.
3. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
4. This Assignment and Bill of Sale may be executed and effective by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is effective the 1st day of May, 2021, (the "Effective Date").

ASSIGNOR:

ASSIGNEE:

Geronimo Holding Corporation

Chaco Energy Company

By: Charlie Rudd

By: Kurt T. Nelson

Name: Charlie Rudd

Name: Kurt T. Nelson

Title: President

Title: President

TEXAS
STATE OF ~~UTAH~~ }
MIDLAND }
COUNTY OF SALT LAKE }

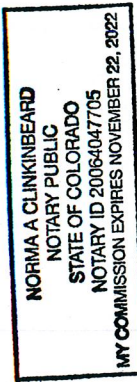
The foregoing instrument was acknowledged before me this 26th day of April, 2021 by Charlie Rudd as President of Geronimo Holding Corporation, a Texas corporation, on behalf of said corporation.



Pattil L. Pullen
Notary Public, State of ~~Utah~~ TEXAS

STATE OF COLORADO }
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 22nd day of April, 2021 by Kurt T. Nelson as President of Chaco Energy Company, a Colorado corporation, on behalf of said corporation.



Norma A. Clunkinbeard
Notary Public, State of Colorado

EXHIBIT "A"

Attached to and made a part of
that certain Assignment and Bill of Sale between
Geronimo Holding Corporation and Chaco Energy Company
effective May 1, 2021

SUGARLOAF #34-1

T12N/R101W Section 34: SW/4 – 160 acres, more or less

Lease No. 1	LESSOR:	United State of America (COC-35906)
	ORIGINAL LESSEE:	Kenisa Oil and Gas Program 1981
	LEASE EFFECTIVE DATE:	11/1/82
	RECORDED:	Book 551, Page 479
	Legal Description:	<u>Township 12 North, Range 101 West.</u> Section 34: SW ¼

SUGARLOAF #34-2

T12N/R101W Section 27: SE/4 and Section 34: NE/4 – 320 acres, more or less

Lease No. 2	LESSOR:	United State of America (C-30041)
	ORIGINAL LESSEE:	Texaco, Inc.
	LEASE EFFECTIVE DATE:	6/1/80
	RECORDED:	Book 477, Page 289
	Legal Description:	<u>Township 12 North, Range 101 West.</u> Section 27: SW ¼ SE ¼, E ½SE ¼

Lease No. 3	LESSOR:	United State of America (C-02980-A)
	ORIGINAL LESSEE:	Charles R. Hetzler
	LEASE EFFECTIVE DATE:	9/1/51
	RECORDED:	Not Recorded
	Legal Description:	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: <u>Township 12 North, Range 101 West.</u> Section 34: NE ¼

Lease No. 4	LESSOR:	United State of America (C-42411)
	ORIGINAL LESSEE:	Northern Pump Company
	LEASE EFFECTIVE DATE:	8/1/86
	RECORDED:	Not Recorded
	Legal Description:	<u>Township 12 North, Range 101 West.</u> Section 27: NW ¼ SE ¼