

WELLBORE ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "*Assignment*") is made and entered into by and between Front Range Well & Equipment, LLC, a Texas limited liability company, as successor in interest to Petroshare Corp., and PEO Colorado, LLC, a Texas limited liability company, both with addresses at 16400 Dallas Parkway, Suite 400, Dallas, Texas 75248 (referred to herein collectively as "*Assignor*", and Helena Resources, Inc., a Wyoming Corporation, licensed to do business in Colorado, whose address is 2960 Simms Drive, Lakewood, Colorado 80215 (referred to herein as "*Assignee*"), to be effective for all purposes as of January 1, 2021 (the "*Effective Date*"). Assignor and Assignee may each be referred to as a "*Party*" and collectively as the "*Parties*."

For and in consideration of \$10.00 and other valuable consideration paid, Assignor does hereby, for the term hereinafter stated and subject to the exceptions and reservations herein, GRANT, CONVEY, SELL, ASSIGN, and TRANSFER unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the following (the "*Assets*"):

- (a) the oil and gas wells described on the attached Exhibit A ("*Wells*"), together with all equipment, machinery, fixtures, casing, tubing, pumps, motors, gauges, valves, flowlines, tanks, and other tangible personal property and improvements located on the Lands that are associated with the Wells; and
- (b) the oil, gas and mineral leases described on Exhibit B (the "*Leases*"), and all amendments, renewals, extensions, top leases, or ratifications thereof, INsofar AND ONLY INsofar as said Leases cover rights to the Wells referenced in Exhibit A; and
- (c) all oil, gas, condensate, natural gas liquids, petroleum and associated hydrocarbon substances ("*Hydrocarbons*") produced, saved, or inventoried on and after the Effective Date attributable to the Wells; and
- (d) to the extent transferable, Assignor's interests in and under all contracts, agreements and instruments by which the Assets are bound, to the extent applicable to the Leases, including, without limitation, operating agreements, Hydrocarbon purchase, sales, balancing, processing, gathering, treatment, compression and transportation agreements, surface agreements, and all other executory contracts and agreements to the extent applicable to the Lease, Well or Hydrocarbons, including those listed on Exhibit C attached hereto (the "*Contracts*").

TO HAVE AND TO HOLD the Assets unto Assignee, and their successors and assigns, subject to and according to the terms and provisions of the Lease and the exceptions, reservations, covenants and conditions of this Assignment.

1. Letter Agreement Controls. This Assignment is subject to that certain Letter Agreement dated February 22, 2021, by and between Assignor and Assignee (as amended, restated, modified, or supplemented from time to time, the "*Letter Agreement*"). Assignor and Assignee intend that the terms of the Letter Agreement remain separate and distinct from and not merge into this

Assignment. If there is a conflict between the terms of this Assignment and the terms of the Letter Agreement, the terms of the Letter Agreement will control to the extent of the conflict.

2. Assignee's Assumption of Liability. Assignee assumes all responsibility and liability associated with the ownership and operation of the Assets, on or after the Effective Date, including the obligation to properly plug the Wells and all surface restoration and other obligations imposed by contract or by law with respect to the Wells, and Assignee shall protect, defend, indemnify and hold Assignor, its partners, officers, directors, employees and agents, harmless from and against any and all losses, claims, demands, suits, causes of action whether judicial or non-judicial in nature, and sanctions of every kind and character including reasonable attorney's fees, settlements, court costs, costs of investigation, any fines or penalties assessed on account of such damage and causes of action alleging statutory liability, caused by or arising out of the ownership of the Assets or operations related to the Wells, whether before or after the Effective Date including, but not limited to, claims for pollution and environmental damage, regardless of fault.

3. Compliance. This Assignment is made subject to, and Assignee shall comply with, all applicable rules, regulations, laws and orders issued or promulgated by any court or governmental agency having jurisdiction over operation, production or marketing on and from the Lands covered by the Lease. This Assignment is further made expressly subject to the terms and provisions contained in the Lease. Termination of this Assignment, or termination of any interest in the Lease does not relieve Assignee of their obligation to properly plug and abandon any well drilled or operated by Assignee under the terms of this Assignment, and to restore the surface as required by any applicable law, ordinance, rule, or regulation then in existence.

4. Special Warranty of Title. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THAT ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.**

5. "AS IS, WHERE IS". **EXCEPT FOR ASSIGNOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND BUYER ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." ALL DESCRIPTIONS OF THE WELL, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.**

6. Notices. All notices or payments authorized or required between Assignee and Assignor by any provision of this Assignment shall, unless otherwise specifically provided, be given in writing by United States mail, commercial overnight delivery service, or email, properly addressed with postage or charges prepaid, and addressed to Assignor or Assignee at the above addresses, unless a Party, or any successor in interest to a Party, has designated or notified the other Party in writing of another address. Any notice delivered by electronic facsimile transmission shall be effective upon receipt by the addressee.

7. Covenant Running with the Lands. The reservations herein made, and the provisions and covenants contained herein, shall attach to and run with the Lands covered by the Leases and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. Construction. In the event an ambiguity or question of intent or interpretation of this Assignment arises, this Assignment shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a party as a result of authorship or drafting of any provision of this Assignment.

9. Further Assurances. Assignor and Assignee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Assignment.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which taken together shall constitute but one and the same instrument.

11. Conflicts. This Assignment and the Letter Agreement supersede all other prior written or oral agreements regarding the assignment of the Assets or the subject matter contained herein.

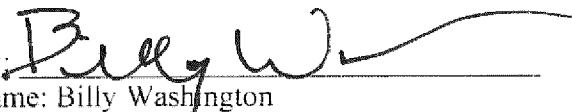
IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance is executed by the undersigned as of the dates of the respective acknowledgments set forth below to be effective for all purposes as of the Effective Date.

ASSIGNOR:

Front Range Well & Equipment, LLC
a Texas limited liability company

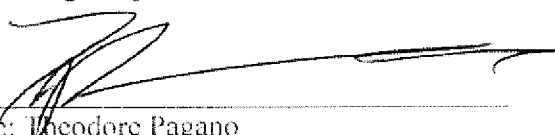
By: 
Name: Luke Allen
Title: Manager

PEO Colorado, LLC
a Texas limited liability company

By: 
Name: Billy Washington
Title: Authorized Person

ASSIGNEE:

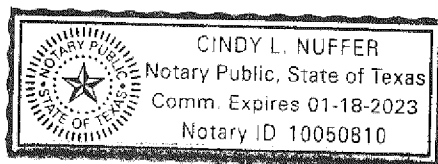
Helena Resources, Inc.
a Wyoming Corporation

By: 
Name: Theodore Pagano
Title: President

STATE OF TEXAS

COUNTY OF DALLAS

This Assignment, Bill of Sale and Conveyance was acknowledged before me on the 2nd day of March 2021, by Luke Allen, as Manager of Front Range Well & Equipment, LLC, a Texas limited liability company.

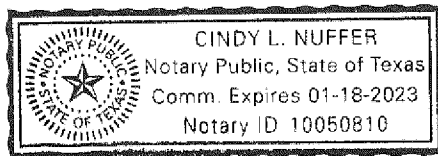


Cindy L. Nuffer
Notary Public, State of Colorado TEXAS
Printed Name: CINDY L Nuffer
My commission expires: Jan. 18, 2023

STATE OF TEXAS

COUNTY OF DALLAS

This Assignment, Bill of Sale and Conveyance was acknowledged before me on the 2nd day of March 2021, by Billy Washington, as Authorized Person of PEO Colorado, LLC, a Texas limited liability company.

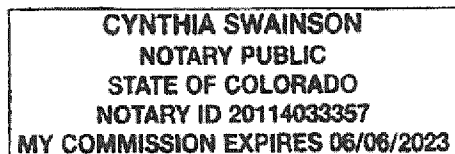


Cindy L. Nuffer
Notary Public, State of TEXAS
Printed Name: CINDY L Nuffer
My commission expires: Jan. 18, 2023

STATE OF COLORADO

COUNTY OF JEFFERSON

This Assignment, Bill of Sale and Conveyance was acknowledged before me on the 27th day of FEBRUARY 2021, by THEODORE PAGANO, as PRESIDENT of Helena Resources, Inc., a Wyoming Corporation.



Cynthia Swainson
Notary Public, State of COLORADO
Printed Name: CYNTHIA SWAINSON
My commission expires: 06/06/2023

Exhibit A

Attached to and made a part of the Wellbore Assignment, Bill of Sale and Conveyance by and between Front Range Well & Equipment, LLC and PEO Colorado, LLC, as Assignor, and Helena Resources, Inc, as Assignee, dated effective January 1st, 2021.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 04: SE/4SW/4

Description: ZARLENGO 24-4 API No. 05-001-09377

Wellbore interest from the Surface of the Earth to 8,564' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 04: NE/4SW/4

Description: ZARLENGO 23-4 API No. 05-001-09555

Wellbore interest from the Surface of the Earth to 8,542' below ground level, TD, or to the base of the stratigraphic equivalent of the Codell formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 04: NE/4NW/4

Description: ZARLENGO 21-4 API No. 05-001-09468

Wellbore interest from the Surface of the Earth to 8,552' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 04: NW/4NW/4

Description: ZARLENGO 2 API No. 05-001-08810

Wellbore interest from the Surface of the Earth to 8,480' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 04: SW/4SW/4

Description: ZARLENGO 14-4 API No. 05-001-09384

Wellbore interest from the Surface of the Earth to 8,595' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 02: NE/4NW/4

Description: GUTHRIE 21-2 API No. 05-001-09463

Wellbore interest from the Surface of the Earth to 8,436' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 02: NW/4NE/4

Description: GUTHRIE 31-2 API No. 05-001-09541

A Wellbore Interest from the Surface of the Earth to 8,331' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 02: NE/4NE/4

Description: GUTHRIE 41-2 API No. 05-001-09540

A Wellbore Interest from the Surface of the Earth to 8,330' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 02: SE/4NE/4

Description: GUTHRIE 42-2 API No. 05-001-09563

A Wellbore Interest from the Surface of the Earth to 8,351' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

County, State: Adams County, Colorado

Legal: Township 1S, Range 67W, Section 10: NE/4NE/4

Description: LW MOORE GAS UNIT API No. 05-001-07074

A Wellbore Interest from the Surface of the Earth to 8,377' below ground level, TD, or to the base of the stratigraphic equivalent of the J-Sand formation, whichever is greater.

All of the above where "TD" is defined as measured total depth, and where "Wellbore Interest" includes the right to perforate and stimulate

End of Exhibit A

Exhibit B

Attached to and made a part of the Wellbore Assignment, Bill of Sale and Conveyance by and between Front Range Well & Equipment, LLC and PEO Colorado, LLC, as Assignor, and Helena Resources, Inc., as Assignee, dated effective January 1st, 2021.

LEASES:

Lessor: Mountain View Water Users Association

Lessee: Rocky Mountain Oil and Gas

Lease Date: 02/02/1972

Recorded: Book 1781, Page 504

Lands Covered: Township 1 South, Range 67 West Section 04: Beginning from a point on the S line of Sec. 4-1S-67W whence the SW corner of Sec. 4 bears N 89 degrees 00' W a distance of 480.0', then N 1 degree 00' E a distance of 350.0' to the true point of beginning of this description; the S 89 degrees 00' E 100'; then N 1 degree 00' E 100'; then N 89 degrees 00' W 100'; then S 1 degree 00' W a distance of 100' to a point of closure, all of which is contained in SW/4, containing .2290 acres, more or less, and limited to the Wellbore Interest of the Zarlengo 14-4 (API No. 05-001-09384).

Lessor: The Colorado National Bank of Denver, Trustee

Lessee: Hilight Drilling Company

Lease Date: 08/27/1970

Recorded: Book 1627, Page 131

Lands Covered: Township 1 South, Range 67 West Section 04: W/2 (excluding the NW/4SW/4 and part of NW/4NW/4 wherein lies the Signal Reservoir); NW/4SW/4 and part of NW/4NW/4, containing 219.791 acres, more or less, and limited to the Wellbore Interest of the Zarlengo 14-4 (API No. 05-001-09384) and Zarlengo 2 (API No. 05-001-08810).

Lessor: Signal Reservoir and Irrigation Company

Lessee: Hilight Drilling Company

Lease Date: 06/06/1970

Recorded: Book 1604, Page 126

Lands Covered: Township 1 South, Range 67 West Section 04: That part of the NW/4 of Section 4 surrounding and encompassing the Signal Reservoir, containing 81.951 acres, more or less, and limited to the Wellbore Interest of the Zarlengo 14-4 (API No. 05-001-09384) and Zarlengo 2 (API No. 05-001-08810).

Lessor: Noel and Paula Hubert

Lessee: Rocky Mountain Oil & Gas Company

Lease Date: 01/26/1972

Recorded: Book 1779, Page 447

Lands Covered: Township 1 South, Range 67 West Section 04: NE/4SW/4, SE/4NW/4, NW/4SE/4, containing 14.8845 acres, more or less, and limited to the Wellbore Interest of the Zarlengo 14-4 (API No. 05-001-09384) and Zarlengo 23-4 (API No. 05-001-09555)

Lessor: Edith B. McClintock and The First National Bank of Denver, Co-Successor Testamentary Trustees of the Estate of T. E. McClintock, deceased
Lessee: Martin J. Freedman
Lease Date: 07/15/1970
Recorded: Book 1666, Page 308
Lands Covered: Township 1 South, Range 67 West Section 04: Part of the E/2W/2, Part of the NW/4SE/4, Part of the NE/4NW/4, containing 31.0424 acres, more or less, and limited to the Wellbore Interest of the Zarlengo 14-4 (API No. 05-001-09384), Zarlengo 21-4 (API No. 05-001-09468), Zarlengo 24-4 (API No. 05-001-09377).

Lessor: Paul E. and Norma L. Edwards
Lessee: Rocky Mountain Oil & Gas Company
Lease Date: 06/17/1970
Recorded: Book 1618, Page 71
Lands Covered: Township 1 South, Range 67 West Section 04: Beginning at NE corner NE NW Section 4, then South 518.5 feet then West at R/A 60 feet then Westerly and parallel with Cornerline of dam No. 1 and 50 feet from At R/A 1520 feet M/L to pt. on West Line NENW said Section then North along West Line 569.5 feet to North line Section 4 then East 1328.5 feet to POB, containing 16.1579 acres, more or less, and limited to the Wellbore Interest of the Zarlengo 14-4 (API No. 05-001-09384)

Lessor: Abner Guthrie and Violet Guthrie 100023
Lessee: Tom Vessells
Lease Date: 05/07/1970
Recorded: Book 1601, Page 50
Lands Covered: Township 1 South, Range 67 West Section 02: NW/4, NE/4, containing 160 acres, more or less, and limited to the Wellbore Interests of the Guthrie 42-2 (API No. 05-001-09563), Guthrie 41-2 (API No. 05-001-09540), Guthrie 31-2 (API No. 05-001-09541), Guthrie 21-2 (API No. 05-001-09463).

Lessor: Loretta W. Moore 100010
Lessee: Amoco Production Company
Lease Date: 2/25/1975
Recorded: Book 1972, Page 465
Lands Covered: Township 1 South, Range 67 West Section 10: E/2NE/4, containing 80 acres, more or less, and limited to the Wellbore Interest of the LW Moore Gas Unit Well (API 05-001-07074).

End of Exhibit B

Exhibit C

Attached to and made a part of the Wellbore Assignment, Bill of Sale and Conveyance by and between Front Range Well & Equipment, LLC and PEO Colorado, LLC, as Assignor, and Helena Resources, Inc as Assignee, dated effective January 1st, 2021.

CONTRACTS:

Contract Type: Merit DJ PSA

Parties: Merit Management Partners I, L.P., Merit Energy Partners III, L.P., Merit Energy Partners D-III, L.P., PDC Energy, Inc. F/K/A Petroleum Development Corporation

Agreement Date: 06/29/2012

Lands Covered: Merit's properties in the DJ Basin

Contract Type: Corrective Assignments for the Merit 2012 Acquisition

Parties: SW Production Company, Southwestern Eagle, LLC, Merit Energy Partners D-I, L.P., Merit Energy Partners D-11, L.P., PDC Energy, Inc. F/K/A Petroleum Development Corporation

Agreement Date: 04/01/2012

Lands Covered: Corrective Assignments for leases/lands that were incorrectly described or omitted from the assignments from Merit Energy Partners, et al to PDC Energy effective 4/1/2012

Contract Type: PSA - Narco/BATAA - Adams & Weld Cos., CO

Parties: North American Resources Company, BATAA Oil, Inc.

Agreement Date: 11/01/1997

Lands Covered: PSA between NARCO and BATAA for properties located in Adams and Weld Counties, Colorado

Contract Type: JOA - Narco/Hoefle - Adams Co., CO

Parties: North American Resources Company, BATAA Oil, Inc., C.K. Hoefle, Inc.

Agreement Date: 10/15/1991

Lands Covered: JOA between NARCO and Hoefle covering various sections in Adams County, Colorado

End of Exhibit C