

**COLORADO****State Land Board**

Department of Natural Resources

APP NO. _____

LEASE ASSIGNMENT - Solid Minerals**ASSIGNMENT OF LEASE NO.** SM-102486Please check if this is a full or partial assignment: FULL ☒ PARTIAL ☐

If there is a conflict between the full/partial box checked above and the acreage assigned indicated below, the specific acreage assigned will control.

In consideration of good and valuable consideration agreed to between the Assignor and Assignee (named below), this lease assignment ("Assignment") is entered into between the Assignor and Assignee and they agree as follows:

ASSIGNOR ("Assignor")(Name) Justice Trucking, Inc.(Address) 24125 CR 42(City, State, Zip) La Salle, Colorado 80645

hereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's solid minerals lease identified above (the "Lease") in

Colorado of the Lease lands located in Weld County, Colorado ("County"), _____,
of: (Acreage Assigned) _____ (Subdivision)Section NE Section Township 7N, Range 59W (collectively, the "Assigned Lands"),

including all stipulations and requirements attached and incorporated into the Lease, unto:

ASSIGNEE ("Assignee")(Name) GNZ, LLC.(Address) 467 Ida Street(City, State, Zip) Brighton, Colorado 80603

Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties made and filed by the Assignor in the clerk and recorder's office of the County ("Clerk & Recorder's Office"), to the extent that such reservations comply with the terms of the Lease. The parties acknowledge that the State Land Board has one "Lessee of Record" on the Lease and does not track minority assignments of overriding royalties or minority leasehold interests in the Lease; however, pursuant to the terms of the Lease, the State Land Board acknowledges that separate contracts for minority leasehold interests and overriding royalties in the Lease may exist between the Assignor, the Assignee and/or other minority owners in documents filed in the Clerk & Recorder's Office and this Assignment does not purport to assign those interests.

As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assume all title, responsibility, liability and interest in, and to abide by all terms and conditions of the Lease being assigned, and will herein be the new "Lessee of Record" for all, or part of the Lease assigned (as specified above). However, pursuant to the terms of the Lease, the State Land Board's approval of this Assignment shall not release the Assignor from any liability for known or unknown waste or damage to the Assigned Lands, including, but not limited to, environmental damage which arose from, or in connection with Assignor's use or occupancy of the Assigned Lands and/or from any liability for violations of the Lease and/or of applicable federal, state, and local laws, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Reclamation and Mining Safety during Assignor's use or occupancy of the Assigned Lands.

As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.

Consideration Amount: Nothing of Value (refer to lease terms), and submit affidavit stating the value of any consideration tendered to Assignor by Assignee.

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The Assignor and Assignee acknowledge that the State Land Board has the right to deny this Assignment, in its sole discretion, and that the State Land Board must approve this Assignment by execution below before this Assignment becomes effective. Further, the Assignor and Assignee agree that the State Land Board's approval of this Assignment does not modify any terms or conditions of the Lease which may be implied by documents provided to the State Land Board related to this Assignment, other than the "Lessee of Record" for the Assigned Lands.

The Assignor and Assignee, by their signatures below, agree to the terms and conditions of this Assignment.

ASSIGNOR:Assignor Name: Justice Trucking, Inc.Signature: *Russ Justice*Printed Name: Russ JusticeTitle: PresidentDate Signed: 7/21/23STATE OF Colorado)COUNTY OF Weld)

) ss. ASSIGNOR ACKNOWLEDGMENT

On this 21st day of July, 2023, before me, personally appeared Russ Justice, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed.

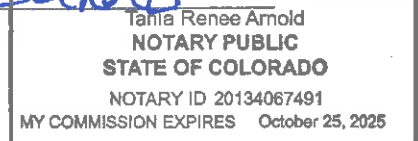
My commission expires: Oct 25, 2025STATE OF Colorado)COUNTY OF Weld)

) ss. ASSIGNEE ACKNOWLEDGMENT

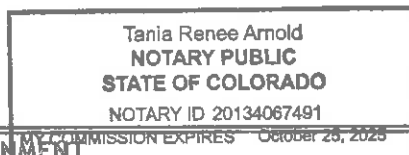
On this 21st day of July, 2023, before me, personally appeared Jeff Hood, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed.

My commission expires: Oct 25, 2025

Tania Renee Arnold
Notary Public



Tania Renee Arnold
Notary Public

**APPROVAL OF ASSIGNMENT**

In consideration of One Hundred dollars (\$100.00) and other valuable consideration, the State Land Board consents to this Assignment of the Lease from the Assignor to the Assignee effective this 24th day of July, 20 23 (the "Effective Date").

State of Colorado, acting by and through the
State Board of Land Commissioners

By: *Ben Teschner*
Name & Title: Ben Teschner, Solid Minerals Manager

(Seal)