KOLAR Document ID: 1539189

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 April 2019 Form must be Typed Form must be Signed All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

| Check applicable boxes: | I |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Oil Lease: No. of Oil Wells** | Effective Date of Transfer: |
| Gas Lease: No. of Gas Wells** | KS Dept of Revenue Lease No.: |
| Gas Gathering System: | Lease Name: |
| Saltwater Disposal Well - Permit No.: | . |
| Spot Location:feet from N / S Line | SecTwpREV |
| feet from E / W Line | Legal Description of Lease: |
| Enhanced Recovery Project Permit No.: | |
| Entire Project: Yes No | County: |
| Number of Injection Wells** | Production Zone(s): |
| Field Name: | Injection Zone(s): |
| ** Side Two Must Be Completed. | injection zone(e). |
| Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul) | feet from N / S Line of Section feet from E / W Line of Section |
| Type of Pit: Emergency Burn Settling | Haul-Off Workover Drilling |
| Past Operator's License No. | Contact Person: |
| | |
| Past Operator's Name & Address: | Phone: |
| | Date: |
| Title: | Signature: |
| New Operator's License No | Contact Person: |
| New Operator's Name & Address: | Phone: |
| | Oil / Gas Purchaser: |
| New Operator's Email: | Date: |
| | |
| Title: | _ Signature: |
| Acknowledgment of Transfer: The above request for transfer of injection | on authorization, surface pit permit # has been |
| noted, approved and duly recorded in the records of the Kansas Corporation | on Commission. This acknowledgment of transfer pertains to Kansas Corporation |
| Commission records only and does not convey any ownership interest in the | e above injection well(s) or pit permit. |
| is acknowledged as | is acknowledged as |
| the new operator and may continue to inject fluids as authorized by | the new operator of the above named lease containing the surface pit |
| Permit No.: Recommended action: | |
| . Noodillionded action. | portinition by No.: |
| Date: | Date: |
| Authorized Signature | Authorized Signature |
| DISTRICT EPR | PRODUCTION UIC |
| | |

KOLAR Document ID: 1539189

Side Two

Must Be Filed For All Wells

| KDOR Lease No |).: | | _ | | | |
|-----------------|------------------------------|-------------------------------------------|----------------------|-----------------------------------|--------------------------------------|--|
| * Lease Name: _ | | | _ * Location: | | | |
| Well No. | API No. (YR DRLD/PRE '67) | Footage from Sec (i.e. FSL = Feet from | | Type of Well (Oil/Gas/INJ/WSW) | Well Status (PROD/TA'D/Abandoned) | |
| | | <i>Circle:</i> FSL/FNL | Circle: FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | _ | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL | | | |
| | | FSL/FNL | FEL/FWL | | | |
| | | FSL/FNL | FEL/FWL | | | |
| | | | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |

A separate sheet may be attached if necessary.

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1539189

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

| Select the corresponding form being filed: C-1 (Intent) C | CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OPERATOR: License # | Well Location: |
| Name: | |
| Address 1: | County: |
| Address 2: | |
| City: State: Zip:+ | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| Contact Person: | the lease below: |
| Phone: () Fax: () | <u> </u> |
| Email Address: | |
| Surface Owner Information: | |
| Name: | |
| Address 1: | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the |
| Address 2: | county, and in the real estate property tax records of the county treasurer. |
| City: | |
| the KCC with a plat showing the predicted locations of lease roads | Cathodic Protection Borehole Intent), you must supply the surface owners and so, tank batteries, pipelines, and electrical lines. The locations shown on the platered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. |
| ☐ I certify that, pursuant to the Kansas Surface Owner No owner(s) of the land upon which the subject well is or will CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, | |
| KCC will be required to send this information to the surfa | s). I acknowledge that, because I have not provided this information, the ace owner(s). To mitigate the additional cost of the KCC performing this ldress of the surface owner by filling out the top section of this form and to the KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 hard form and the associated Form C-1, Form CB-1, Form T-1, or Form | ndling fee with this form. If the fee is not received with this form, the KSONA-1 m CP-1 will be returned. |
| I hereby certify that the statements made herein are true and corr | rect to the best of my knowledge and belief. |
| Date: Signature of Operator or Agent: | Title: |

Duncan-Miller

N 990'SE/4 less road right of way Sec. 11-T31S-R9W WBG COM INC. 206 N. Main Street Zenda, KS 67159

S 1605' SE/4 less road right of way Sec. 11-T31S-R9W MILLER, TODD BRUCE & TONYA NICOLE 15802 S. Herren Road Hutchinson, KS 67501-8362

ASSIGNMENT, DEED AND BILL OF SALE

This ASSIGNMENT, DEED AND BILL OF SALE ("Assignment") dated the day of December 2020, is from ADAM INVESTMENTS, INC., BAYBERRY OIL & GAS LLC, BEREN TRUST I, LLC, BERENERGY CORPORATION, BERESCO PROPERTIES INC., FRITS-OIL, L.P., G-OIL, L.P., JW-OIL, L.P., MANUEL CORPORATION, OKMAR OIL COMPANY, and ROBEREN PROPERTIES, INC. (hereinafter collectively referred to as "Assignor"), to R&BOIL AND GAS, INC.

P.O. BOX 195, ATTICA, KS 67009

(hereinafter referred to as "Assignee").

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, bargain, assign, convey, quit-claim and deliver unto said Assignee the following properties (real, personal or mixed) and rights (contractual or otherwise), subject, however, to the reservations and conditions which are hereinafter set forth, to-wit:

- and described in Exhibit "A", attached hereto and made a part hereof by this reference, hereinafter any contracts or agreements (including but not limited to that certain Agreement for the Construction of every nature) in, to and under the oil and gas leases and the leasehold estates created thereby; and royalty or other non-working or carried interests, pooled interests and other leasehold or mineral rights called the "Subject Property"; and Operation of the Spivey Gasoline Plant dated October 1, 1955) affecting any of the lands set forth All of Assignor's right, title and interest (including all working interests, net revenue interests
- (b) All of Assignor's right, title and interest in and to all permits, licenses, servitudes, easements and rights-of-way of every character relating to said Subject Property; and
- (c) All of Assignor's right, title and interest in and to all personal property and improvements on said Subject Property, whether in use and operation, idle, or abandoned; all casing, tubing, rods, packers, without minima units tanks. our barrels, engines, and all other downhole and surface fixtures, the ground; and any and all other personal property and improvements on, appurtenant to, or obtained and used, or held for use, in connection with the ownership, operation, maintenance, and repair of the wellheads, pumping units, tanks, gun barrels, engines, and all other downhole and surface fixtures, materials, goods and equipment; all buildings or other structures, and machinery; all pipelines and Subject Property lines, utility lines, power lines, telephone lines and telegraph lines, whether located above or below pipeline systems, and related or appurtenant tankage, materials and equipment; all pump stations, lead

thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the following terms and conditions: TO HAVE AND TO HOLD, together with all and singular the rights and appurtenances

ACCEPTS THIS ASSIGNMENT, DEED AND BILL OF SALE WITH FULL KNOWLEDGE OF SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR SPECIFICALLY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO THE VALIDITY OF ANY OF THE LEASES, CONTRACTS OR AGREEMENTS COVERED HEREBY, OR AS TO THE ACCURACY OF ANY DATA OR INFORMATION DELIVERED TO ASSIGNEE BY WHATSOEVER MEANS WITH RESPECT TO THE PROPERTIES CONVEYED HEREBY, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON PRODUCTION OR 1. THIS ASSIGNMENT, DEED AND BILL OF SALE IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW; AND WITHOUT ANY OTHER COVENANT, WARRANTY, OR REPRESENTATION OF ANY NATURE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW. ANY RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES CONVEYED, THE ABILITY SUCH COVENANTS, WARRANTIES AND REPRESENTATIONS, WHETHER OF TITLE OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR, AND ASSIGNEE

WITHOUT WARRANTY, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO DESCRIPTIONS, TITLE, CONDITION, SERVICEABILITY, MERCHANTABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, AND ASSIGNEE ACCEPTS ALL OF SUCH PERSONAL PROPERTY AND IMPROVEMENTS "AS IS", "WHERE IS", AND "WITH ALL FAULTS". OR CONCERNING THE COSTS OF OPERATIONS. FURTHER, AND ALSO WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN ASSIGNOR AND ASSIGNEE THAT ALL PERSONAL PROPERTY AND IMPROVEMENTS BEING CONVEYED HEREUNDER, AS MORE PARTICULARLY DESCRIBED HEREINABOVE, ARE BEING DELIVERED TO ASSIGNEE OF THE PROPERTIES TO PRODUCE HYDROCARBONS, OR THE PRICES AT WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS,

- RADIUM, THORIUM OR OTHER SUCH MATERIALS (HEREINAFTER REFERRED TO AS "NORM"), AND HAS SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY, BOTH SURFACE AND SUBSURFACE, AND ASSIGNEE ACCEPTS THE SAME "AS IS, WHERE IS, AND WITH ALL FAULTS". ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE 2. ASSIGNEE HEREBY ACKNOWLEDGES THAT ASSIGNEE HAS EXAMINED THE PROPERTY BEING CONVEYED, AND IN ACCEPTING THIS ASSIGNMENT IS NOT RELYING FOR ANY PURPOSE ON ANY PRIOR DESCRIPTION OF SUCH PROPERTY, WHETHER WRITTEN OR VERBAL, WHICH MAY HAVE BEEN DELIVERED TO ASSIGNEE BY ASSIGNOR AND THAT ASSIGNEE HAS INSPECTED THE SUBJECT PROPERTY FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH PRESENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, BUT NOT LIMITED NORM ON THE SUBJECT PROPERTY. ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING THE PRESENCE OR CONCENTRATION OF NATURALLY OCCURRING
- 3. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE DISCLAIMERS CONTAINED WITHIN PARAGRAPHS 1. AND 2. HEREOF ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE
- whether past, present, or future, regardless of whether such claims are based on acts or omissions of Assignor or its predecessors under any theory of negligence, willful misconduct, liability without fault, or otherwise, whether before, on, or after the Effective Date of this Assignment, Deed and Bill of Sale, and shall extend and apply to any and all costs and expenses of whatsoever nature relative thereto, including, but not limited to, attorneys' fees and expenses. incident to, the use, occupation, operation, maintenance or abandonment of the Subject Property, Deed and Bill of Sale, or otherwise. Without limiting the generality of the foregoing, such indemnities of or on the Subject Property or any portion thereof, and whether arising from incidents, conditions, arising from or contributed to by violation of any applicable law or regulation, or by the negligence and causes of action of every kind and character, brought by or in favor of any individual, company, shall apply to all such claims, demands or causes of action arising directly or indirectly from or actions or inactions existing or occurring before, on, or after the Effective Date of this Assignment, in any form by Assignor, its agents, employees, or contractors, whether in connection with operations the lands, wells, or premises conveyed, whether surface or sub-surface, latent or patent, whether to the Subject Property or to the environment, or for pollution of any nature, or for the condition of Property, including but not limited to claims for gas balancing, or for personal injury, death, damages shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands corporation, governmental agency or other entity, for claims concerning the ownership of the Subject From and after the Effective Date of this Assignment, Deed and Bill of Sale, Assignee
- of this Assignment, Deed and Bill of Sale, Assignee shall assume, be responsible for, and comply authority. including, without limitation, those arising under or by virtue of any lease, assignment, contract, with all duties and obligations of Assignor, express or implied, with respect to the Subject Property, instruments, whether or not listed on any Exhibit attached hereto. From and after the Effective Date various documents, including, but not limited to, leases, assignments, contracts and agreements, and Assignee hereby acknowledges same and agrees to be bound by all terms and conditions of such The rights, titles and interests herein conveyed are vested in Assignor through separate and Assignee shall perform all of the above stated duties and obligations at its sole expense, document, permit, applicable statute or rule, regulation or order of any governmental

respect thereto, whether arising out operations of or on the Subject Property, or any portion thereof, whether before or after the Effective Date of this Assignment, Deed and Bill of Sale, or otherwise. and shall defend, indemnify and hold Assignor harmless from and against any and all cost, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character with

- solely upon, its own legal, tax and other professional counsel concerning this Assignment, Deed and prior to entering into this Assignment, Deed and Bill of Sale, Assignee was advised by, and has relied other jurisdictions to the transactions contemplated hereby. the applicability of the Oklahoma Consumer Protection Act and all similar laws of Oklahoma or of amended, or the securities act of any other state, and that Assignee therefore recognizes that it must interest it is acquiring hereunder has not been registered under the Securities Act of 1933, as same by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the entities, as an investment and not with a view to the resale or distribution of all or any part of such Bill of Sale, the Subject Property, and the value thereof. bear the economic risk of investment for an indefinite period of time. interests, and that the representations and warranties of Assignee herein shall be deemed to be made Assignment, Deed and Bill of Sale for its own account, or for the account of one or more affiliated been amended, under the Oklahoma Securities Act of 2004, as same may have been Assignee warrants and represents that it is acquiring the interests covered by the Assignee warrants and represents that Assignee specifically waives
- which are joint billed to Assignor for any month of operations that is prior to the Effective Date Assignor shall remain responsible for all expenses applicable to the working interests assigned herein Assignee shall be responsible for all other expenses applicable to the working interests assigned Assignee shall be entitled to all proceeds accruing to the Subject Property after the Effective Date. inventories above the pipeline connection and gas product inventories as of the Effective Effective Date of this Assignment, Deed and Bill of Sale, including proceeds attributable to product There shall be no adjustment for ad valorem taxes for 2020. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the
- associated cost will be paid by Assignor in connection with this sale. of this assignment. 8. Assignee will be liable for and agrees to pay all sales taxes or recording fees due as a result No commission, brokerage fee, documentary stamp or tax, filing fee or any other
- hereto are contractual and not a mere recital. acknowledges and agrees that the terms of this Assignment, Deed and Bill of Sale between the parties and beyond the Effective Date of this the indemnifications and other covenants herein contained shall continue and remain in effect after 9. It is specifically understood and agreed by and between Assignor and Assignee that all of Assignment, Deed and Bill of Sale. Assignee hereby
- Assignor and Assignee land, and shall be binding upon, and for the benefit of, the respective successors and assigns of The terms and conditions contained herein shall constitute covenants running with the

of Sale, but each counterpart shall be considered an original. are executed, the signature pages from various counterparts may be combined into one composite each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment, Deed and Bill of Sale instrument for all purposes. This Assignment, Deed and Bill of Sale may be executed in any number of counterparts and All counterparts together shall constitute only one Assignment and Bill

DATED this byrd day of December 1, 2020, to be effective as of December 1, 2020

ASSIGNOR

ADAM INVESTMENTS, INC

Adam E. Beren, President

By:

BAYBERRY OIL & GAS LLC

Mark Zankel, Manager, by Jaimini Beaulien, Attorney-in-Fact

respect thereto, whether arising out operations of or on the Subject Property, or any portion thereof, and shall defend, indemnify and hold Assignor harmless from and against any and all cost, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character with whether before or after the Effective Date of this Assignment, Deed and Bill of Sale, or otherwise.

- solely upon, its own legal, tax and other professional counsel concerning this Assignment, Deed and Bill of Sale, the Subject Property, and the value thereof. other jurisdictions to the transactions contemplated hereby. Assignee warrants and represents that interest it is acquiring hereunder has not been registered under the Securities Act of 1933, as same may have been amended, under the Oklahoma Securities Act of 2004, as same may have been interests, and that the representations and warranties of Assignee herein shall be deemed to be made entities, as an investment and not with a view to the resale or distribution of all or any part of such prior to entering into this Assignment, Deed and Bill of Sale, Assignee was advised by, and has relied the applicability of the Oklahoma Consumer Protection Act and all similar laws of Oklahoma or of bear the economic risk of investment for an indefinite period of time. Assignee specifically waives amended, or the securities act of any other state, and that Assignee therefore recognizes that it must by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the Assignment, Deed and Bill of Sale for its own account, or for the account of one or more affiliated Assignee warrants and represents that it is acquiring the interests covered by the
- Assignee shall be responsible for all other expenses applicable to the working interests assigned which are joint billed to Assignor for any month of operations that is prior to the Effective Date Assignor shall remain responsible for all expenses applicable to the working interests assigned herein Assignee shall be entitled to all proceeds accruing to the Subject Property after the Effective Date inventories above the pipeline connection and gas product inventories as of the Effective Effective Date of this Assignment, Deed and Bill of Sale, including proceeds attributable to product There shall be no adjustment for ad valorem taxes for 2020. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the
- 8. Assignee will be liable for and agrees to pay all sales taxes or recording fees due as a result of this assignment. No commission, brokerage fee, documentary stamp or tax, filing fee or any other associated cost will be paid by Assignor in connection with this sale.
- and beyond the the indemnifications and other covenants herein contained shall continue and remain in effect after hereto are contractual and not a mere recital. acknowledges and agrees that the terms of this Assignment, Deed and Bill of Sale between the parties 9. It is specifically understood and agreed by and between Assignor and Assignee that all of Effective Date of this Assignment, Deed and Bill of Sale. Assignee hereby
- land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee The terms and conditions contained herein shall constitute covenants running with the

instrument for all purposes. are executed, the signature pages from various counterparts may be combined into one composite such parties execute the same counterpart. If counterparts of this Assignment, Deed and Bill of Sale of Sale, but each counterpart shall be considered an original each counterpart hereof shall be effective as to each party that executes the same whether or not all of This Assignment, Deed and Bill of Sale may be executed in any number of counterparts and All counterparts together shall constitute only one Assignment and Bill

| DATED this day of | , 2020, to be effective as of December 1, 2020. |
|------------------------|-------------------------------------------------|
| ASSIGNOR | |
| ADAM INVESTMENTS, INC. | BAYBERRY OIL & GAS LLC |
| $R_{\mathbf{v}}$. | |

By:

Adam E. Beren, President

Jaimini Beaulien, Attorney-in-Fact

Mark Zankel, Manager, by

DATED this

BEREN TRUST I, LLC

Adam E. Beren, Manager

FRITS-OIL, L.P.

President First Manhattan Brokerage Corporation, General Partner, Jaimini Beaulien, Vice

G-OIL, L.P.

General Partner, Jaimini Beaulien, Vice First Manhattan Services Corporation,

MANUEL CORPORATION

Adam E. Beren, President

ROBEREN PROPERTIES INC.

Adam E. Beren, President

BERENERGY CORPORATION

Robert M. Goodyear, Jr., President

Partner, Jaimini Beaulien, Vice President First Manhattan Arbitrage, Inc., General

BERESCO PROPERTIES INC

Adam E. Beren, President

Mus

OKMAR OIL COMPANY,

a Co-Partnership

Robert-AB, L.P. Managing General Partner

Adam E. Beren, President

ASSIGNEE

| Title: | Name: | ВҮ: - |
|--------|-------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |

COUNTY OF SEDGWICK STATE OF KANSAS) SS:

The foregoing instrument was 2020, by Adam E. corporation, on behalf of the corporation. acknowledged before me on this Beren, as President of **Adam Investments**, Inc., a Kansas day of

My commission expires: (2-16-Z0Z0

JESSE FENDORF
NOTARY PUBLIC
STATE OF KANSAS
My Appl Exp. 12-16-20

Notary Public

DUNCAN-MILLER

| Notary Public | My commission expires: |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| acknowledged before me on this day of Beren, as President of Adam Investments , Inc. , a Kansas | The foregoing instrument was 2020, by Adam E. corporation, on behalf of the corporation. |
| 6 | STATE OF KANSAS) COUNTY OF SEDGWICK) |
| Name: | |
| BY: | |
| ASSIGNEE | |
| | Adam E. Beren, President |
| | ROBEREN PROPERTIES INC. |
| Adam E. Beren, President | Adam E. Beren, President |
| a Co-Partnership Robert-AB, L.P. Managing General Partner | |
| OKMAR OIL COMPANY, | MANUEL CORPORATION |
| Adam E. Beren, President | First Manhattan Services Corporation, General Partner, Jaimini Beaulien, Vice President |
| BERESCO PROPERTIES INC. | G-OIL, L.P. |
| First Manhattan Arbitrage, Inc., General Partner, Jaimini Beaulien, Vice President | First Manhattan Brokerage Corporation, General Partner, Jaimini Beaulien, Vice President |
| JW-OIL, L.P. | FRITS-OIL, L.P. |
| Robert M. Goodyear, Jr., President | Adam E. Beren, Manager |
| BERENERGY CORPORATION | BEREN TRUST I, LLC |

BEREN TRUST I, LLC

BERENERGY CORPORATION

| My commission expires: | The foregoing instrument was ackno 2020, by Adam E. Beren, corporation, on behalf of the corporation. | STATE OF KANSAS) COUNTY OF SEDGWICK) | | | Adam E. Beren, President | ROBEREN PROPERTIES INC. | Adam E. Beren, President | MANUEL CORPORATION | First Manhattan Services Corporation, General Partner, Jaimini Beaulien, Vice President | G-OIL, L.P. | First Manhattan Brokerage Corporation, General Partner, Jaimini Beaulien, Vice President | FRITS-OIL, L.P. | Adam E. Beren, Manager |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------|----------|--------------------------|-------------------------|--------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------|-----------------|------------------------------------|
| Notary Public | instrument was acknowledged before me on this day of 2020, by Adam E. Beren, as President of Adam Investments , Inc. , a Kansas the corporation. | ş | BY: Dusty Mewberry Title: VP | ASSIGNEE | | | Adam E. Beren, President | OKMAR OIL COMPANY, a Co-Partnership Robert-AB, L.P. Managing General Partner | Adam E. Beren, President | BERESCO PROPERTIES INC. | First Manhattan Arbitrage, Inc., General Partner, Jaimini Beaulien, Vice President | JW-OIL, L.P. | Robert M. Goodyear, Jr., President |

| Notaryard blicaronson | 1/21/04 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Man Word | My commission expires: |
| ument was acknowledged before me on this day of by Jaimini Beaulien, as Vice President of First Manhattan Brokerage Frits-Oil, L.P., on behalf of said entity. | The foregoing instrument was acknowledged befor 1000 (2020, by Jaimini Beaulien, as Vice Presi Corporation, General Partner of Frits-Oil, L.P., on behalf of said entitle Corporation. |
| | COUNTY OF NEW YORK) |
| | STATE OF NEW YORK) |
| | |
| Notary Public | My commission expires: |
| instrument was acknowledged before me on this day of 2020, by Adam E. Beren, as President of Beresco Properties Inc. , on behalf of | The foregoing instrument values, 2020, by Adam said entity. |
| | COUNTY OF SEDGWICK) |
| | STATE OF KANSAS) |
| Notary Public | My commission expires: |
| | |
| instrument was acknowledged before me on this day of 2020, by Robert M. Goodyear, Jr., as President of Berenergy Corporation . on | The foregoing instrument , 2020, by Rober |
| | COUNTY OF DENVER) |
| | STATE OF COLORADO) |
| Notary Public | My commission expires: |
| | My commission over |
| instrument was acknowledged before me on this day of 2020, by Adam E. Beren, as Manager of Beren Trust I, LLC , on behalf | The foregoing instrument , 2020, by Ad |
| | OF SEDGWICK) |
| Commission Expires August 31, 20 | STATE OF KANSAS) SS: |
| Notary Public MARC A. AARONSON MARC A. AARONSON MARC A. OZAA4730875 No. 02AA4730875 Original in Westchester County | 8/8/24 |
| LC, on behalf of said entity. | |
| | egoing |
| | COUNTY OF NEW YORK) |
| | STATE OF NEW YORK) |

Notarya Rublic ARONSON
Notary Public, State of New York
Notary Public, State of New York
No. 02AA4730875
Qualified in Westchester County
Commission Expires August 31, 2026
Commission Expires August 31, 2026

| My commission expires: Notary Public | My |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| The foregoing instrument was acknowledged before me on this day of, 2020, by Jaimini Beaulien, as Vice President of First Manhattan Brokerage Corporation, General Partner of Frits-Oil, L.P. , on behalf of said entity. | Corp |
| STATE OF NEW YORK STATE OF NEW | STA |
| My commission expires: Notary Public Notary Public | My 0 |
| The foregoing instrument was acknowledged before me on this 3 day of November 2020, by Adam E. Beren, as President of Beresco Properties Inc., on behalf of said entity. | Said |
| STATE OF KANSAS)) SS: COUNTY OF SEDGWICK) | STA |
| My commission expires: Notary Public | Мус |
| The foregoing instrument was acknowledged before me on this day of, 2020, by Robert M. Goodyear, Jr., as President of Berenergy Corporation , on behalf of said entity. | beha |
| STATE OF COLORADO) SS: COUNTY OF DENVER) JESSE FENDORF NOTARY PUBLIC STATE OF KANSAS NY Appt Exp. 12-14-220 | STA |
| My commission expires: Notary Public Notary Public | My My |
| The foregoing instrument was acknowledged before me on this 3 rd day of New bears, 2020, by Adam E. Beren, as Manager of Beren Trust I, LLC , on behalf | |
| STATE OF KANSAS)) SS: COUNTY OF SEDGWICK) | STA |
| My commission expires: Notary Public | Мус |
| The foregoing instrument was acknowledged before me on this day of, 2020, by Jaimini Beaulien, as Attorney-in-fact for Mark Zankel, Manager of Bayberry Oil and Gas LLC, on behalf of said entity. | Bayl |
| STATE OF NEW YORK) SS: COUNTY OF NEW YORK) | STA |

| Notary Public |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Corporation, General Partner of Frits-Oil, L.P., on behalf of said entity. |
| The foregoing instrument was acknowledged before the contribution of the foregoing instrument was acknowledged before the contribution of the foregoing instrument was acknowledged before the contribution of the foregoing instrument was acknowledged before the contribution of the contri |
| STATE OF NEW YORK) SS: |
| |
| My commission expires: Notary Public |
| The foregoing instrument was acknowledged before me on this day of, 2020, by Adam E. Beren, as President of Beresco Properties Inc. , on behalf of said entity. |
| STATE OF KANSAS) COUNTY OF SEDGWICK) |
| My commission expires: Notary Public |
| The foregoing instrument was acknowledged before me on this day of the control of |
| STATE OF COLORADO) COUNTY OF DENVER) |
| My commission expires: Notary Public |
| The foregoing instrument was acknowledged before me on this day of, 2020, by Adam E. Beren, as Manager of Beren Trust I, LLC , on behalf of said entity. |
| STATE OF KANSAS) COUNTY OF SEDGWICK) |
| Notary Public |
| The foregoing instrument was acknowledged before me on this day of, 2020, by Jaimini Beaulien, as Attorney-in-fact for Mark Zankel, Manager of Bayberry Oil and Gas LLC, on behalf of said entity. My commission expires: |
| STATE OF NEW YORK) COUNTY OF NEW YORK) |

| Notary Public | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| My commission expires: | Му с |
| The foregoing instrument was acknowledged before me on this day of 2020, by Adam E. Beren, as President of Roberen Properties, Inc. , a Kansas corporation, on behalf of the corporation. | corpo |
| COUNTY OF SEDGWICK) | COU |
| STATE OF KANSAS) | STAT |
| | |
| My commission expires: | Мус |
| Robert-AB, L.P., Managing General Partner of Okmar Oil Company , on behalf of said entity. | Robe |
| The foregoing instrument was acknowledged before me on this day of | |
| COUNTY OF SEDGWICK) | COU |
| STATE OF KANSAS) | STA |
| | |
| My commission expires: Notary Public | Мус |
| | ; |
| day of, 2020, by Adam E. Beren, as President of Manuel Corporation , a Delaware corporation on hehalf of the corporation | com |
| | |
|) SS: COUNTY OF SEDGWICK) | COL |
| STATE OF KANSAS) Sudiffied in Westchester County Commission Expires August 31, 20 22 | STA |
| Notary Public Notary Public, A AARONSON Notary Public, State of New York No. 0204/4730875 | |
| My commission expires: | Му |
| The foregoing instrument was acknowledged before me on this day of colored by Jaimini Beaulien, as Vice President of First Manhattan Arbitrage, Inc., General Partner of JW-Oil, L.P., on behalf of said entity. | Gene |
| COUNTY OF NEW YORK) | COL |
| STATE OF NEW YORK) Commission Expires August 31, 20 22 | STA |
| | |
| My commission expires: | My |
| The foregoing instrument was acknowledged before me on this day of NOUGUSE , 2020, by Jaimini Beaulien, as Vice President of First Manhattan Services Corporation, General Partner of G-Oil, L.P., on behalf of said entired | Corp |
| COUNTY OF NEW YORK) | COL |
| STATE OF NEW YORK) | STA |

| 12-16-2020 | oregoing instrument was acknown 2020, by Adam E. Beren, behalf of the corporation. | STATE OF KANSAS) COUNTY OF SEDGWICK) | The foregoing instrument was acknowledged before me on this November 2020, by Adam E. Beren, as President of REN Corporation, C Robert-AB, L.P., Managing General Partner of Okmar Oil Company , on behalf of said My commission expires: 12-16-2029 Notary Public | STATE OF KANSAS) COUNTY OF SEDGWICK) | The foregoing instrument was acknown to the corporation, on behalf of the corporation. My commission expires: 12-16-2020 | STATE OF KANSAS) COUNTY OF SEDGWICK) | The foregoing instrument was acknowled 2020, by Jaimini Beaulien, as V General Partner of JW-Oil, L.P., on behalf of said entity. My commission expires: | STATE OF NEW YORK) COUNTY OF NEW YORK) | The foregoing instrument was acknowledged before 2020, by Jaimini Beaulien, as Vice Pre Corporation, General Partner of G-Oil, L.P. , on behalf of said entity. My commission expires: | NEW YORK) SS: F NEW YORK) |
|---------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Notary Public | acknowledged before me on this 3 rd day of eren, as President of Roberen Properties , Inc. , a Kansas | JESSE FENDORF NOTARY PUBLIC STATE OF KANSAS My Appl Exp. 12-16-20 | instrument was acknowledged before me on this 3 day of 2020, by Adam E. Beren, as President of REN Corporation, General Partner of ing General Partner of Okmar Oil Company , on behalf of said entity. Notary Public | JESSE FENDORF NOTARY PUBLIC STATE OF KANSAS My Appt Exp. 12-16-20 | acknowledged before me on this 3 rd day of Beren, as President of Manuel Corporation, a Delaware | Notary Public | instrument was acknowledged before me on this day of 2020, by Jaimini Beaulien, as Vice President of First Manhattan Arbitrage, Inc. bil, L.P., on behalf of said entity. | Notary Public | acknowledged before me on this day of seaulien, as Vice President of First Manhattan Services on behalf of said entity. | |

STATE OF_ COUNTY OF Kansas Harper) SS:

The foregoing instrument was acknowledged before December , 2020, by Dustin Newberry of R+B Oil+Gas, Inc., a Kansas Corpuration, as Vice-President

n, on behalf of said entity.

Me survive blic, Jane 5,

My commission expires: 1/-15-2022

JANE SWINGLE
My Appointment Expires
November 15, 2022

Notary Public

Exhibit "A"

Attached to and made a part of that certain by and between ADAM INVESTMENTS, INC., BAYBERRY OIL & GAS LLC, BEREN TRUST I, LLC, BERENERGY CORPORATION, BERESCO PROPERTIES INC., FRITS-OIL, L.P., G-OIL, L.P., JW-OIL, L.P., MANUEL CORPORATION, OKMAR OIL COMPANY, and ROBEREN PROPERTIES, INC., as Assignor, and R & B OIL AND GAS, INC., as Assignee.

DUNCAN-MILLER

Oil and Gas Lease dated April 10, 1979, from Byron H. Duncan, Lessor, and Beren Corporation, Lessee, covering the North 60 acres of the Southeast Quarter (SE/4) of Section 11, Township 31 South, Range 9 West, Harper County, Kansas, said lease being recorded in Book 78 at Page 1764 of the records of said county and state.

Oil and Gas Lease dated July 19, 1979, from George L. Miller and Eva M. Miller, his wife, Lessors, and John L. Bedwell, Lessee, covering the North 60 acres of the Southeast Quarter (SE/4) of Section 11, Township 31 South, Range 9 West, Harper County, Kansas, said lease being recorded in Book 78 at Page 1829 of the records of said county and state.

ASSIGNMENT, DEED AND BILL OF SALE

Street, Money her, 202 Street, Oklahoma City, This ASSIGNMENT, DEED AND BILL OF SALE ("Assignment") dated the 5th day of 3th Ly 2020, is from **BERRY FAMILY INVESTMENTS LLC**, 805 NW 63rd Oklahoma City, OK 73116 (hereinafter collectively referred to as "Assignor") to R & B OIL AND GAS, INC

P.O. BOX 195, ATTICA, KS 67009

(hereinafter referred to as "Assignee").

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, bargain, assign, convey, quit-claim and deliver unto said Assignee the following properties (real, personal or mixed) and rights (contractual or otherwise), subject, however, to the reservations and conditions which are hereinafter set forth, to-wit:

- royalty or other non-working or carried interests, pooled interests and other leasehold or mineral rights of every nature) in, to and under the oil and gas leases and the leasehold estates created thereby and the lands set forth and described in Exhibit "A" attached hereto and made a part hereof by this reference, and in, to and under any contracts or agreements affecting any of the said leases, leasehold estates and lands, all of which are hereinafter called the "Subject Property"; and All of Assignor's right, title and interest (including all working interests, net revenue interests,
- rights-of-way of every character relating to said Subject Property; and (b) All of Assignor's right, title and interest in and to all permits, licenses, servitudes, easements and
- and used, or held for use, in connection with the ownership, operation, maintenance, and repair of the the ground; and any and all other personal property and improvements on, appurtenant to, or obtained lines, utility lines, power lines, telephone lines and telegraph lines, whether located above or below pipeline systems, and related or appurtenant tankage, materials and equipment; all pump stations, materials, goods and equipment; all buildings or other structures, and machinery; all pipelines and Subject Property, whether in use and operation, idle, or abandoned; all casing, tubing, rods, packers, wellheads, pumping units, tanks, gun barrels, engines, and all other downhole and surface fixtures, (c) All of Assignor's right, title and interest in and to all personal property and improvements on said

thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the following terms and conditions: TO HAVE AND TO HOLD, together with all and singular the rights and appurtenances

WHATSOEVER MEANS WITH RESPECT TO THE PROPERTIES CONVEYED HEREBY, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON PRODUCTION OR RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES CONVEYED, THE ABILITY OF THE PROPERTIES TO PRODUCE HYDROCARBONS, OR THE PRICES AT WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS, OR CONCERNING THE COSTS OF OPERATIONS. FURTHER, AND ALSO WITHOUT SPECIFICALLY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO THE VALIDITY OF ANY OF THE LEASES, CONTRACTS OR AGREEMENTS COVERED HEREBY, OR AS TO THE ACCURACY OF ANY DATA OR INFORMATION DELIVERED TO ASSIGNEE BY LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD ACCEPTS THIS ASSIGNMENT, DEED AND BILL OF SALE WITH FULL KNOWLEDGE OF SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR SPECIFICALLY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR, AND ASSIGNEE SUCH COVENANTS, WARRANTIES AND REPRESENTATIONS, WHETHER OF TITLE OR 1. THIS ASSIGNMENT, DEED AND BILL OF SALE IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW; AND WITHOUT ANY OTHER COVENANT, WARRANTY, OR REPRESENTATION OF ANY WHETHER EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW. ANY VENANTS. WARRANTIES AND DEDDESCRIPTORY THIS ASSIGNMENT,

WITHOUT WARRANTY, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO DESCRIPTIONS, TITLE, CONDITION, SERVICEABILITY, MERCHANTABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, AND ASSIGNEE ACCEPTS ALL OF SUCH PERSONAL PROPERTY AND IMPROVEMENTS "AS IS", "WHERE IS", AND "WITH ALL FAULTS". AND AGREED BY AND BETWEEN ASSIGNOR AND ASSIGNEE THAT ALL PERSONAL PROPERTY AND IMPROVEMENTS BEING CONVEYED HEREUNDER, AS MORE PARTICULARLY DESCRIBED HEREINABOVE, ARE BEING DELIVERED TO ASSIGNEE

- CONDITION OF THE SUBJECT PROPERTY, BOTH SURFACE AND SUBSURFACE, AND ASSIGNEE ACCEPTS THE SAME "AS IS, WHERE IS, AND WITH ALL FAULTS". ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE BY ASSIGNOR AND THAT ASSIGNEE HAS INSPECTED THE SUBJECT PROPERTY FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING THE PRESENCE OR CONCENTRATION OF NATURALLY OCCURRING NORM ON THE SUBJECT PROPERTY. PRESENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, BUT NOT LIMITED RADIUM, THORIUM OR OTHER SUCH MATERIALS (HEREINAFTER REFERRED TO AS "NORM"), AND HAS SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL WHETHER WRITTEN OR VERBAL, WHICH MAY HAVE BEEN DELIVERED TO ASSIGNEE PROPERTY BEING CONVEYED, AND IN ACCEPTING THIS ASSIGNMENT IS NOT RELYING FOR ANY PURPOSE ON ANY PRIOR DESCRIPTION OF SUCH PROPERTY, PROPERTY BEING ASSIGNEE HEREBY ACKNOWLEDGES THAT ASSIGNEE HAS EXAMINED THE
- 3. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE DISCLAIMERS CONTAINED WITHIN PARAGRAPHS 1. AND 2. HEREOF ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE
- Assignor or its predecessors under any theory of negligence, willful misconduct, liability without fault, or otherwise, whether before, on, or after the Effective Date of this Assignment, Deed and Bill of Sale, and shall extend and apply to any and all costs and expenses of whatsoever nature relative thereto, including, but not limited to, attorneys' fees and expenses. shall apply to all such claims, demands or causes of action arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of the Subject Property, whether past, present, or future, regardless of whether such claims are based on acts or omissions of Deed and Bill of Sale, or otherwise. Without limiting the generality of the foregoing, such indemnities of or on the Subject Property or any portion thereof, and whether arising from incidents, conditions, arising from or contributed to by violation of any applicable law or regulation, or by the negligence the lands, wells, or premises conveyed, whether surface or sub-surface, latent or patent, whether to the Subject Property or to the environment, or for pollution of any nature, or for the condition of Property, including but not limited to claims for gas balancing, or for personal injury, death, damages and causes of action of every kind and character, brought by or in favor of any individual, company actions or inactions existing or occurring before, on, or after the Effective Date of this Assignment, in any form by Assignor, its agents, employees, or contractors, whether in connection with operations corporation, governmental agency or other entity, for claims concerning the ownership of the Subject shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands From and after the Effective Date of this Assignment, Deed and Bill of Sale, Assignee
- respect thereto, whether arising out operations of or on the Subject Property, or any portion thereof, whether before or after the Effective Date of this Assignment, Deed and Bill of Sale, or otherwise. damages, claims, losses, liabilities, demands and causes of action of every kind and character with and shall defend, indemnify and hold Assignor harmless from and against any and all cost, expenses agreement, document, permit, applicable statute or rule, regulation or order of any governmental including, without limitation, those arising under or by virtue of any lease, assignment, contract with all duties and obligations of Assignor, express or implied, with respect to the Subject Property, of this Assignment, Deed and Bill of Sale, Assignee shall assume, be responsible for, and comply instruments, whether or not listed on any Exhibit attached hereto. From and after the Effective Date Assignee hereby acknowledges same and agrees to be bound by all terms and conditions of such various documents, including, but not limited to, leases, assignments, contracts and agreements, and The rights, titles and interests herein conveyed are vested in Assignor through separate and Assignee shall perform all of the above stated duties and obligations at its sole expense

- Bill of Sale, the Subject Property, and the value thereof. solely upon, its own legal, tax and other professional counsel concerning this Assignment, Deed and prior to entering into this Assignment, Deed and Bill of Sale, Assignee was advised by, and has relied bear the economic risk of investment for an indefinite period of time. Assignee specifically waives the applicability of the Oklahoma Consumer Protection Act and all similar laws of Oklahoma or of amended, or the securities act of any other state, and that Assignee therefore recognizes that it must interest it is acquiring hereunder has not been registered under the Securities Act of 1933, as same may have been amended, under the Oklahoma Securities Act of 2004, as same may have been by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the interests, and that the representations and warranties of Assignee herein shall be deemed to be made entities, as an investment and not with a view to the resale or distribution of all or any part of such Assignment, Deed and Bill of Sale for its own account, or for the account of one or more affiliated jurisdictions to the transactions contemplated hereby. Assignee warrants and represents that it is acquiring the interests covered by the Assignee warrants and represents that
- which are joint billed to Assignor for any month of operations that is prior to the Effective Date Assignor shall remain responsible for all expenses applicable to the working interests assigned herein inventories above the pipeline connection and gas product inventories as of the Effective Date Effective Date of this Assignment, Deed and Bill of Sale, including proceeds attributable to product Assignee shall be responsible for all other expenses applicable to the working interests assigned Assignee shall be entitled to all proceeds accruing to the Subject Property after the Effective Date. There shall be no adjustment for ad valorem taxes for 2020. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the
- of this assignment. No commission, brokerage fee, documentary stamp or tax, filing fee or any other associated cost will be paid by Assignor in connection with this sale, 8. Assignee will be liable for and agrees to pay all sales taxes or recording fees due as a result
- and beyond the Effective Date of this the indemnifications and other covenants herein contained shall continue and remain in effect after hereto are contractual and not a mere recital. acknowledges and agrees that the terms of this Assignment, Deed and Bill of Sale between the parties 9. It is specifically understood and agreed by and between Assignor and Assignee that all of Assignment, Deed and Bill of Sale. Assignee hereby
- land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee. The terms and conditions contained herein shall constitute covenants running with the

DATED this 5th _day of <u>November</u> , 2020, to be effective as of December 1, 2020

ASSIGNOR

BERRY FAMILY INVESTMENTS, LLC

Name: Nichols B. Berry
Title: Manager

ASSIGNEE

Name: Title:

Newberry

| NOTARE POBLIC | My commission expires: $(1-15-20)$ | The foregoing instrument December 2020, by December 2021, + Gas Inc. | COUNTY OF \mathcal{HP}) SS: | STATE OF WARMING | My commission populates: | The foregoing instrument November EAMILY 19020, by 1 BERRY AMILY 1905. | STATE OF OKLAHOMA) SS: COUNTY OF Oklahoa) |
|------------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| JANE SWING My Appointment November 15, | Notary Public, Jane Swingle | The foregoing instrument was acknowledged before me on this 22 day of the solution of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on this 22 day of the foregoing instrument was acknowledged before me on the foregoing instrument was acknowledged before me on the foregoing instrument was acknowledged by the forego | | TADIAL A LADIE | Bron Early | oing instrument was acknowledged before me on this 5th day of 11/12020, by Nichols B. Berry as Manager of No. 12, 12, 12, 12, 12, 12, 12, 12, 12, 12, | S: |

Exhibit "A"

Attached to and made a part of that certain by and between **BERRY FAMILY INVESTMENTS LLC**, as Assignor, and **R & B OIL AND GAS, INC**. as Assignee. _, as Assignee.

DUNCAN-MILLER

Oil and Gas Lease dated April 10, 1979, from Byron H. Duncan, Lessor, and Beren Corporation, Lessee, covering the North 60 acres of the Southeast Quarter (SE/4) of Section 11, Township 31 South, Range 9 West, Harper County, Kansas, said lease being recorded in Book 78 at Page 1764 of the records of said county and state.

Oil and Gas Lease dated July 19, 1979, from George L. Miller and Eva M. Miller, his wife, Lessors, and John L. Bedwell, Lessee, covering the North 60 acres of the Southeast Quarter (SE/4) of Section 11, Township 31 South, Range 9 West, Harper County, Kansas, said lease being recorded in Book 78 at Page 1829 of the records of said county and state.