

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:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

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) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

ASSIGNMENT, DEED AND BILL OF SALE

This ASSIGNMENT, DEED AND BILL OF SALE ("Assignment") dated the 5th day of November, 2020, is from **BERRY FAMILY INVESTMENTS LLC**, 805 NW 63rd Street, 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:

- (a) All of Assignor's right, title and interest (including all working interests, net revenue interests, 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
- (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, 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 pipeline systems, and related or appurtenant tankage, materials and equipment; all pump stations, lead lines, utility lines, power lines, telephone lines and telegraph lines, whether located above or below 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 Subject Property.

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

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 SUCH COVENANTS, WARRANTIES AND REPRESENTATIONS, WHETHER OF TITLE OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR, AND ASSIGNEE 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 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

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 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".

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 DETECTING THE PRESENCE OR CONCENTRATION OF NATURALLY OCCURRING 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 PRESENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, BUT NOT LIMITED TO, NORM ON THE SUBJECT PROPERTY.

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 OR ORDER.

4. From and after the Effective Date of this Assignment, Deed and Bill of Sale, Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action of every kind and character, brought by or in favor of any individual, company, corporation, governmental agency or other entity, for claims concerning the ownership of the Subject Property, including but not limited to claims for gas balancing, or for personal injury, death, damages to the Subject Property or to the environment, or for pollution of any nature, or for the condition of the lands, wells, or premises conveyed, whether surface or sub-surface, latent or patent, whether arising from or contributed to by violation of any applicable law or regulation, or by the negligence in any form by Assignor, its agents, employees, or contractors, whether in connection with operations of or on the Subject Property or any portion thereof, and whether arising from incidents, conditions, actions or inactions existing or occurring before, on, or after the Effective Date of this Assignment, Deed and Bill of Sale, or otherwise. Without limiting the generality of the foregoing, such indemnities 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 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.

5. The rights, titles and interests herein conveyed are vested in Assignor through separate and 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 instruments, whether or not listed on any Exhibit attached hereto. From and after the Effective Date of this Assignment, Deed and Bill of Sale, Assignee shall assume, be responsible for, and comply with all duties and obligations of Assignor, express or implied, with respect to the Subject Property, including, without limitation, those arising under or by virtue of any lease, assignment, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority. Assignee shall perform all of the above stated duties and obligations at its sole expense, 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 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.

6. Assignee warrants and represents that it is acquiring the interests covered by the Assignment, Deed and Bill of Sale for its own account, or for the account of one or more affiliated entities, as an investment and not with a view to the resale or distribution of all or any part of such interests, and that the representations and warranties of Assignee herein shall be deemed to be made by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the 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 amended, or the securities act of any other state, and that Assignee therefore recognizes that it must 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 other jurisdictions to the transactions contemplated hereby. Assignee warrants and represents that prior to entering into this Assignment, Deed and Bill of Sale, Assignee was advised by, and has relied 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.

7. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the Effective Date of this Assignment, Deed and Bill of Sale, including proceeds attributable to product inventories above the pipeline connection and gas product inventories as of the Effective Date. Assignee shall be entitled to all proceeds accruing to the Subject Property after the Effective Date. Assignor shall remain responsible for all expenses applicable to the working interests assigned herein which are joint billed to Assignor for any month of operations that is prior to the Effective Date. Assignee shall be responsible for all other expenses applicable to the working interests assigned herein. There shall be no adjustment for ad valorem taxes for 2020.

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.

9. It is specifically understood and agreed by and between Assignor and Assignee that all of the indemnifications and other covenants herein contained shall continue and remain in effect after and beyond the Effective Date of this Assignment, Deed and Bill of Sale. Assignee hereby acknowledges and agrees that the terms of this Assignment, Deed and Bill of Sale between the parties hereto are contractual and not a mere recital.

10. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

DATED this 5 day of November, 2020, to be effective as of December 1, 2020.

ASSIGNOR

BERRY FAMILY INVESTMENTS, LLC

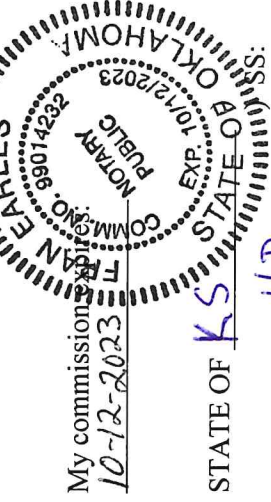
By: 
Name: Nichols B. Berry
Title: Manager

ASSIGNEE

By: 
Name: Dustin Newberry
Title: VP

STATE OF OKLAHOMA)
) SS:
COUNTY OF Ok1ahoma)

The foregoing instrument was acknowledged before me on this 5th day of November, 2020, by Nichols B. Berry, as Manager of BERRY FAMILY INVESTMENTS, LLC, on behalf of the corporation.



Fran Earles
Notary Public, Fran Earles

STATE OF KS)
COUNTY OF HP)

The foregoing instrument was acknowledged before me on this 22nd day of December, 2020, by Dustin Newberry, as Vice-President of Rt Boilr Gas, Inc., a Kansas corporation on behalf of said entity.

My commission expires: 11-15-2022
Jane Swingle
Notary Public, Jane Swingle



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.

DRAKE

Oil and Gas Lease dated April 11, 1979, by and between Lois Herman and Floyd Herman, wife and husband, Lessors, and Beren Corporation, Lessee, covering the South 100 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 1603 of the records of said county and state.

Oil and Gas Lease dated July 19, 1979, by and between Maurice D. Drake, a single man, Lessor, and John L. Bedwell, Lessee, covering the South 100 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 1830 of the records of said county and state.

Oil and Gas Lease dated July 12, 1979, by and between Bertha Prewitt, a/k/a Bertha E. Prewitt, a widow; Guy E. Prewitt and Maryetta Prewitt, his wife; and Raymond Prewitt and Melba Prewitt, Lessors, and John L. Bedwell, Lessee, covering the South 100 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 1831 of the records of said county and state.

Oil and Gas Lease dated July 20, 1979, by and between Marjory B. Leslie and William Leslie, her husband, Lessors, and John L. Bedwell, Lessee, covering the South 100 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 1832 of the records of said county and state.

ASSIGNMENT, DEED AND BILL OF SALE

This ASSIGNMENT, DEED AND BILL OF SALE ("Assignment") dated the 3rd day of December, 2020, is from **ADAM INVESTMENTS, INC., BAYBERRY OIL & GAS LLC, BERENERGY CORPORATION, FRITS-OIL, L.P., G-OIL, L.P., JW-OIL, L.P., MANUEL CORPORATION, OKMAR OIL COMPANY, ROBEREN PROPERTIES, INC. and SHEFTAL CORPORATION**, (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:

- (a) All of Assignor's right, title and interest (including all working interests, net revenue interests, 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 any contracts or agreements (including but not limited to that certain Agreement for the Construction and Operation of the Spivey Gasoline Plant dated October 1, 1955) affecting any of the lands set forth and described in Exhibit "A", attached hereto and made a part hereof by this reference, hereinafter called the "Subject Property"; and
- (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, 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 pipeline systems, and related or appurtenant tankage, materials and equipment; all pump stations, lead lines, utility lines, power lines, telephone lines and telegraph lines, whether located above or below 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 Subject Property.

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

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 SUCH COVENANTS, WARRANTIES AND REPRESENTATIONS, WHETHER OF TITLE OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR, AND ASSIGNEE 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 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 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 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".

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 DETECTING THE PRESENCE OR CONCENTRATION OF NATURALLY OCCURRING 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 PRESENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, BUT NOT LIMITED TO, NORM ON THE SUBJECT PROPERTY.

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 OR ORDER.

4. From and after the Effective Date of this Assignment, Deed and Bill of Sale, Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action of every kind and character, brought by or in favor of any individual, company, corporation, governmental agency or other entity, for claims concerning the ownership of the Subject Property, including but not limited to claims for gas balancing, or for personal injury, death, damages to the Subject Property or to the environment, or for pollution of any nature, or for the condition of the lands, wells, or premises conveyed, whether surface or sub-surface, latent or patent, whether arising from or contributed to by violation of any applicable law or regulation, or by the negligence in any form by Assignor, its agents, employees, or contractors, whether in connection with operations of or on the Subject Property or any portion thereof, and whether arising from incidents, conditions, actions or inactions existing or occurring before, on, or after the Effective Date of this Assignment, Deed and Bill of Sale, or otherwise. Without limiting the generality of the foregoing, such indemnities 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 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.

5. The rights, titles and interests herein conveyed are vested in Assignor through separate and 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 instruments, whether or not listed on any Exhibit attached hereto. From and after the Effective Date of this Assignment, Deed and Bill of Sale, Assignee shall assume, be responsible for, and comply with all duties and obligations of Assignor, express or implied, with respect to the Subject Property, including, without limitation, those arising under or by virtue of any lease, assignment, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority. Assignee shall perform all of the above stated duties and obligations at its sole expense, 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 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.

6. Assignee warrants and represents that it is acquiring the interests covered by the Assignment, Deed and Bill of Sale for its own account, or for the account of one or more affiliated entities, as an investment and not with a view to the resale or distribution of all or any part of such interests, and that the representations and warranties of Assignee herein shall be deemed to be made by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the 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 amended, or the securities act of any other state, and that Assignee therefore recognizes that it must 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 other jurisdictions to the transactions contemplated hereby. Assignee warrants and represents that prior to entering into this Assignment, Deed and Bill of Sale, Assignee was advised by, and has relied 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.

7. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the Effective Date of this Assignment, Deed and Bill of Sale, including proceeds attributable to product inventories above the pipeline connection and gas product inventories as of the Effective Date. Assignee shall be entitled to all proceeds accruing to the Subject Property after the Effective Date. Assignor shall remain responsible for all expenses applicable to the working interests assigned herein which are joint billed to Assignor for any month of operations that is prior to the Effective Date. Assignee shall be responsible for all other expenses applicable to the working interests assigned herein. There shall be no adjustment for ad valorem taxes for 2020.

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.

9. It is specifically understood and agreed by and between Assignor and Assignee that all of the indemnifications and other covenants herein contained shall continue and remain in effect after and beyond the Effective Date of this Assignment, Deed and Bill of Sale. Assignee hereby acknowledges and agrees that the terms of this Assignment, Deed and Bill of Sale between the parties hereto are contractual and not a mere recital.

10. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

This Assignment, Deed and Bill of Sale may be executed in any number of counterparts and 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 are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

DATED this 3rd day of December, 2020, to be effective as of December 1, 2020.

ASSIGNOR

ADAM INVESTMENTS, INC.

By: 
Adam E. Beren, President

BAYBERRY OIL & GAS LLC

By: _____
Mark Zankel, Manager, by
Jaimini Beaulien, Attorney-in-Fact

damages, claims, losses, liabilities, demands and causes of action of every kind and character with respect thereto, whether arising out of 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.

6. Assignee warrants and represents that it is acquiring the interests covered by the Assignment, Deed and Bill of Sale for its own account, or for the account of one or more affiliated entities, as an investment and not with a view to the resale or distribution of all or any part of such interests, and that the representations and warranties of Assignee herein shall be deemed to be made by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the 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 amended, or the securities act of any other state, and that Assignee therefore recognizes that it must 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 other jurisdictions to the transactions contemplated hereby. Assignee warrants and represents that prior to entering into this Assignment, Deed and Bill of Sale, Assignee was advised by, and has relied 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.

7. Assignor shall be entitled to all proceeds accruing to the Subject Property prior to the Effective Date of this Assignment, Deed and Bill of Sale, including proceeds attributable to product inventories above the pipeline connection and gas product inventories as of the Effective Date. Assignee shall be entitled to all proceeds accruing to the Subject Property after the Effective Date. Assignor shall remain responsible for all expenses applicable to the working interests assigned herein which are joint billed to Assignor for any month of operations that is prior to the Effective Date. Assignee shall be responsible for all other expenses applicable to the working interests assigned herein herein. There shall be no adjustment for ad valorem taxes for 2020.

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.

9. It is specifically understood and agreed by and between Assignor and Assignee that all of the indemnifications and other covenants herein contained shall continue and remain in effect after and beyond the Effective Date of this Assignment, Deed and Bill of Sale. Assignee hereby acknowledges and agrees that the terms of this Assignment, Deed and Bill of Sale between the parties hereto are contractual and not a mere recital.

10. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

This Assignment, Deed and Bill of Sale may be executed in any number of counterparts and 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 are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

DATED this 3rd day of December, 2020, to be effective as of December 1, 2020.

ASSIGNOR

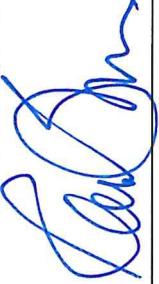
ADAM INVESTMENTS, INC.

BAYBERRY OIL & GAS LLC

By: _____
Adam E. Beren, President

By: Tamin Beaulieu
Mark Zankel, Manager, by
Jaimini Beaulieu, Attorney-in-Fact

BERENERGY CORPORATION



Robert M. Goodyear, Jr., President

FRITS-OIL, L.P.

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

G-OIL, L.P.

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

MANUEL CORPORATION

Adam E. Beren, President

ROBEREN PROPERTIES INC.

Adam E. Beren, President

SHEFTAL CORPORATION



Robert M. Goodyear, Jr., President

JW-OIL, L.P.


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

OKMAR OIL COMPANY,

a Co-Partnership
Robert-AB, L.P. Managing General Partner

Adam E. Beren, President

ASSIGNEE

BY: 
Name: Dustin Newberry
Title: VP

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

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

My commission expires: _____

Notary Public

BERENERGY CORPORATION

Robert M. Goodyear, Jr., President

FRITS-OIL, L.P.

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

G-OIL, L.P.

Jaimini Beaulieu
First Manhattan Services Corporation,
General Partner, Jaimini Beaulieu, Vice
President

MANUEL CORPORATION

Adam E. Beren, President

ROBEREN PROPERTIES INC.

Adam E. Beren, President

SHEFTAL CORPORATION

Robert M. Goodyear, Jr., President

JW-OIL, L.P.

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

OKMAR OIL COMPANY,

a Co-Partnership
Robert-AB, L.P. Managing General Partner

Adam E. Beren, President

ASSIGNEE

BY: _____

Name: _____

Title: _____

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

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

My commission expires: _____
Notary Public

DRAKE

BERENERGY CORPORATION

Robert M. Goodyear, Jr., President

FRITS-OIL, L.P.

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

G-OIL, L.P.

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

MANUEL CORPORATION

Adam E. Beren
Adam E. Beren, President

ROBEREN PROPERTIES INC.

Adam E. Beren
Adam E. Beren, President

SHEFTAL CORPORATION

Robert M. Goodyear, Jr., President

JW-OIL, L.P.

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

OKMAR OIL COMPANY,

a Co-Partnership
Robert-AB, L.P. Managing General Partner

Adam E. Beren
Adam E. Beren, President

ASSIGNEE

BY: _____

Name: _____

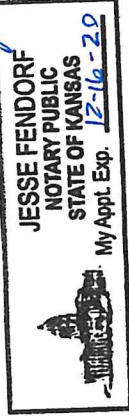
Title: _____

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this 3rd day of November, 2020, by Adam E. Beren, as President of **Adam Investments, Inc.**, a Kansas corporation, on behalf of the corporation.

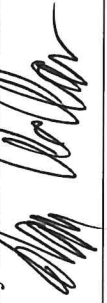
My commission expires: 12-16-2020

Jesse Fendorf
Notary Public



STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this 18th day of NOVEMBER, 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: 8/31/22

Notary Public

MARC A. AARONSON
Notary Public, State of New York
No. 02AA4730875
Qualified in Westchester County
Commission Expires August 31, 2022

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020, by Robert M. Goodyear, Jr., as **President of Bereenergy Corporation**, on behalf of said entity.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020, by Robert M. Goodyear, Jr., as President of **Sheftal Corporation**, on behalf of said entity.

My commission expires: _____

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this 18th day of NOVEMBER, 2020, by Jaimini Beaulien, as Vice President of First Manhattan Brokerage Corporation, General Partner of **Frits-Oil, L.P.**, on behalf of said entity.



My commission expires: _____

Notary Public

MARC A. AARONSON
Notary Public, State of New York
No. 02AA4730875
Qualified in Westchester County
Commission Expires August 31, 2022

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this 18th day of NOVEMBER, 2020, by Jaimini Beaulien, as Vice President of First Manhattan Services Corporation, General Partner of **G-Oil, L.P.**, on behalf of said entity.



My commission expires: 8/31/22

Notary Public

MARC A. AARONSON
Notary Public, State of New York
No. 02AA4730875
Qualified in Westchester County
Commission Expires August 31, 2022

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

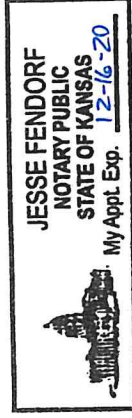
The foregoing instrument was acknowledged before me on this _____ day of _____, 2020, by Jaimini Beaulien, as Vice President of First Manhattan Arbitrage, Inc., General Partner of **JW-Oil, L.P.**, on behalf of said entity.

My commission expires: _____
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this 3rd day of November, 2020, by Adam E. Beren, as President of **Manuel Corporation**, a Delaware corporation, on behalf of the corporation.

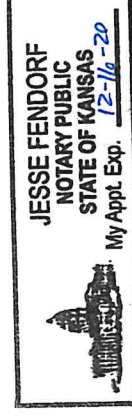
My commission expires: 12-16-2020
Notary Public



STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this 3rd day of November, 2020, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

My commission expires: 12-16-2020
Notary Public



STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this 3rd day of November, 2020, by Adam E. Beren, as President of **Roberen Properties, Inc.**, a Kansas corporation, on behalf of the corporation.

My commission expires: 12-16-2020
Notary Public



STATE OF Kansas)
) SS:
COUNTY OF Harper)

The foregoing instrument was acknowledged before me on this 22nd day of December, 2020, by Dustin Newberry, as Vice-President of R+B Oil + Gas, Inc., a Kansas Corporation, on behalf of said entity.

My commission expires: 11-15-2022
Notary Public, Jane Swingle



STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this 18 day of NOVEMBER, 2020, by Jaimini Beaulien, as Vice President of First Manhattan Arbitrage, Inc., General Partner of **JW-Oil, L.P.**, on behalf of said entity.



My commission expires:

8/31/22

Notary Public
MARC A. AARONSON
Notary Public, State of New York
No. 02AA4730875
Qualified in Westchester County
Commission Expires August 31, 2022

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020, by Adam E. Beren, as President of **Manuel Corporation**, a Delaware corporation, on behalf of the corporation.

My commission expires:

Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020, by Adam E. Beren, as President of REN Corporation, General Partner of **Robert-AB, L.P.**, Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

My commission expires:

Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

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.

My commission expires:

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020, by _____, as _____, on behalf of said entity.

My commission expires:

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this ___ day of Bayberry Oil and Gas LLC, 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: _____
Notary Public

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 4th day of November, 2020, by Robert M. Goodyear, Jr., as **President of Berenergy Corporation**, on behalf of said entity.

My commission expires: 9/15/22
Janis Hoefner
Notary Public

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 4th day of November, 2020, by Robert M. Goodyear, Jr., as President of **Sheftal Corporation**, on behalf of said entity.

My commission expires: 9/15/22
Jaimi Hoefner
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this ___ day of Corporation, General Partner of Frits-Oil, L.P., 2020, by Jaimini Beaulien, as Vice President of First Manhattan Brokerage Corporation, General Partner of **Frits-Oil, L.P.**, on behalf of said entity.

My commission expires: _____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this ___ day of Corporation, General Partner of G-Oil, L.P., 2020, by Jaimini Beaulien, as Vice President of First Manhattan Services Corporation, General Partner of **G-Oil, L.P.**, on behalf of said entity.

My commission expires: _____
Notary Public

Exhibit "A"

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

DRAKE

Oil and Gas Lease dated April 11, 1979, by and between Lois Herman and Floyd Herman, wife and husband, Lessors, and Beren Corporation, Lessee, covering the South 100 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 1603 of the records of said county and state.

Oil and Gas Lease dated July 19, 1979, by and between Maurice D. Drake, a single man, Lessor, and John L. Bedwell, Lessee, covering the South 100 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 1830 of the records of said county and state.

Oil and Gas Lease dated July 12, 1979, by and between Bertha Prewitt, a/k/a Bertha E. Prewitt, a widow; Guy E. Prewitt and Maryetta Prewitt, his wife; and Raymond Prewitt and Melba Prewitt, Lessors, and John L. Bedwell, Lessee, covering the South 100 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 1831 of the records of said county and state.

Oil and Gas Lease dated July 20, 1979, by and between Marjory B. Leslie and William Leslie, her husband, Lessors, and John L. Bedwell, Lessee, covering the South 100 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 1832 of the records of said county and state.