

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: _____

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into as of this 4th day of January, 2021 (the "**Execution Date**") but effective as of January 1st, 2021 (the "**Effective Date**"), by and between Keith F. Walker Oil & Gas Company, L.L.C. ("**Seller**") having an address of P.O. Box 1725, Ardmore, Oklahoma 73402, and O'Brien Energy Resources Corporation ("**Buyer**") having an address of 18 Congress Street, Suite 207, Portsmouth, New Hampshire 03801, Seller and Buyer may herein each be referred to individually as a "**Party**" and collectively the "**Parties**."

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Properties (as defined below) on the terms and conditions set forth herein.

NOW, THEREFORE, based on and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms not defined in this Article 1 shall have the meanings assigned thereto throughout this Agreement.

"**Affiliate**" means any Person which (a) controls either directly or indirectly a Party, or (b) is controlled directly or indirectly by such Party, or (c) is directly or indirectly controlled by a Person which directly or indirectly controls such Party, for which purpose "control" means the right to exercise more than fifty percent (50%) of the voting rights in the appointment of the directors or similar representation of a Person.

"**Burden**" means any and all royalties (including lessor's royalty), overriding royalties, sliding scale royalties, production payments, convertible interests, net profits interests and other burdens upon, measured by or payable out of production of Hydrocarbons from or allocated to the Properties or the proceeds thereof to Third Parties (excluding, for the avoidance of doubt, any Taxes).

"**Buyer Group**" means Buyer, its Affiliates and its respective employees, officers, directors, agents, partners, consultants and representatives.

"**Claim**" means any and all claims, demands, suits, causes of action (including, in each case, obligations resulting therefrom), judgments, losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs of litigation, arbitration and settlements), whether known or unknown.

"**Code**" means United States Internal Revenue Code of 1986, as amended.

"**Effective Time**" means 7:00 a.m. C.S.T. on January 1, 2021.

"**Environmental Law**" means any Law relating to the environment, health or safety, including (a) the use, handling, transportation, generation, release, treatment, storage, recycling, or disposal of Hazardous Materials, NORM, and (b) and the environmental conditions on, under, or about any real property owned, leased or operated at any time by Seller, including soil, sediment, surface water, groundwater, and indoor and ambient air conditions or the reporting, response to or remediation of environmental contamination.

"**Environmental Liability**" means an alleged violation of Environmental Law or other liability under Environmental Law with respect to a Property (excluding, for avoidance of doubt, any alleged or claimed obligation to plug and abandon a Well).

"**Governmental Authority**" means any federal, state, local, municipal, tribal or other government, any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or any court or government or arbitral tribunal having jurisdiction.

"**Hazardous Material**" means:

- (a) any "hazardous substance," as defined by CERCLA;
- (b) any "hazardous waste" or "solid waste," in either case as defined by RCRA or any applicable state counterpart;

- (c) any solid, hazardous, dangerous or toxic chemical, material, waste or substance, NORM or any contaminant or pollutant, as those or similar terms are defined or regulated by any Environmental Law;
- (d) any asbestos containing materials in any form or condition;
- (e) any polychlorinated biphenyls in any form or condition; or
- (f) any hazardous air pollutant which is so designated by the Clean Air Act or the U.S. Environmental Protection Agency.

“**Hydrocarbons**” means crude oil, natural gas, casinghead gas, condensate, sulphur, natural gas liquids, plant products and other liquid or gaseous hydrocarbons produced in association therewith, including coalbed methane gas, CO₂, helium, nitrogen and all other minerals of every kind and character that may be covered by or included in any of the Assets.

“**Interim Period**” means the period from the Execution Date through and including the Closing Date.

“**Knowledge**” shall mean the actual knowledge of any Persons listed by Seller on Exhibit F.

“**Laws**” means any and all laws, statutes, codes, ordinances, permits, licenses, authorizations, decrees, writs, orders, judgments, principles of common law, rules or regulations (excluding environmental laws) that are promulgated, issued or enacted by, or other official act or legally enforceable requirement of, a Governmental Authority having jurisdiction.

“**Losses**” shall mean any and all actual losses, liabilities, damages, obligations, awards, claims (including Third Party Claims), costs and expenses (including reasonable attorneys’ fees) whether known or unknown, absolute, accrued, contingent, fixed or otherwise, or whether due or to become due.

“**Person**” means an individual, group, partnership, corporation, trust or other entity, including Governmental Authorities.

“**Property Taxes**” means all federal, state or local taxes, assessments, levies or other charges, which are imposed upon the Properties, including ad valorem, property, documentary or stamp, as well as any interest, penalties and fines assessed or due in respect of any such taxes, whether disputed or not.

“**Records**” means, to the extent in Seller’s possession, the books and records, files, data, correspondence, studies, surveys, reports, hydrocarbon sales contract files, gas processing files and other data (in each case whether in written or electronic format) relating to the ownership or operation of the Properties, including all land and title records, property ownership reports, well logs, well tests, maps, engineering data and reports, geophysical and seismic data, third party licenses (to the extent transferable without payment of a fee), list of all current bonds, municipal fee requirements, Indian lands, accounting and financial records, production and processing records, lease, land and right-of-way files, accounting files, tax records (other than income tax), and contract files, reserve estimates and economic or valuation estimates.

“**Retained Liabilities**” means all obligations and liabilities with respect to:

- (a) Losses attributable to periods before the Effective Date;
- (b) Claims attributable to periods before the Effective Date;
- (c) Any Taxes for which Seller is liable in accordance with Article 11.1;
- (d) Liability to Third Parties for personal injury or death attributable to Seller’s operation of the Properties prior to the Effective Date;
- (e) Any improper disposal by Seller (or any of its Affiliates) prior to the Effective Date of Hazardous Material that were removed from the Properties operated by Seller and disposed of at a location not in accordance with Law; and
- (h) Any underpayment, mis-payment or non-payment of, or other failure to properly pay or account for, Burdens attributable to periods prior to the Effective Date, including amounts held in suspense.

“*Seller Group*” means Seller, its Affiliates and its respective employees, officers, directors, agents, partners, consultants and representatives.

“*Severance Taxes*” means all federal, state or local taxes, assessments, levies or other charges, which are imposed upon production from the Properties, including excise taxes on production, severance or gross production, as well as any interest, penalties and fines assessed or due in respect of any such taxes, whether disputed or not.

“*Taxes*” mean any and all taxes, levies or other like assessments, including but not limited to income tax, franchise tax, profits tax, windfall profits tax, surtax, gross receipts tax, capital gains tax, remittance tax, withholding tax, sales tax, use tax, value added tax, goods and services tax, presumptive tax, net worth tax, special contribution, production tax, pipeline transportation tax, severance tax, excise tax, ad valorem tax, property tax (real, personal or intangible), inventory tax, transfer tax, premium tax, environmental tax, customs duty, stamp tax or duty, capital stock tax, margin tax, occupation tax, payroll tax, employment tax, social security tax, unemployment tax, disability tax, alternative or add-on minimum tax, estimated tax, and any similar tax or assessment imposed by any Governmental Authority or other taxing authority, together with any interest, fine or penalty, or addition thereto, whether disputed or not.

“*Third Party*” means a Person other than a Party or its Affiliates.

ARTICLE 2 SALE AND PURCHASE OF PROPERTIES

2.1. **Sale and Purchase of Properties.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller at the Closing, the “*Properties*,” being all of Seller’s right, title and interest in and to the following:

2.1.1. All oil, gas and/or mineral leases, and the surface and subsurface leasehold estates created thereby and subleases described on Exhibit A (the “*Leases*”), and all of the lands covered by one or more of the Leases (“*Leased Premises*”), including all rights in any pooled or unitized or communitized acreage by virtue of the any of the Leases being a part thereof (“*Units*”);

2.1.2. All the oil and gas wells, water source wells, water injection wells or other injection or disposal wells described in Exhibit B hereto or located on the Leases, Leased Premises or in any of the Units (the “*Wells*”);

2.1.3. All easements, rights-of-way, servitudes and licenses, authorizations and permits to the extent transferable, and similar surface and other rights and interests applicable to, or used or useful in connection with, any or all of the Properties;

2.1.4. All flow lines, gathering and processing systems, compressors, machinery, tools, utility lines, fixtures, pipe, tubulars, rods and pump, pumping units and improvements and other appurtenances, on or to, or used or held for use in connection with, or in the Wells and/or the Leased Premises or stored thereon, or offsite, insofar as they are used or held for use in connection with the ownership, operation, or maintenance of the Wells or the Leases or relate to the production, treatment, sale, or disposal of hydrocarbons or water produced from the Wells or attributable thereto. An inventory of all equipment relating to the Properties whether in use, stored onsite, or off, shall be listed on Exhibit D;

2.1.5. Except for oil in the tanks as of the Effective Date, all Hydrocarbons (or proceeds from or attributable to such Hydrocarbons) produced from and to the extent attributable to the Properties after the Effective Date;

2.1.6. To the extent relating to or binding on the Properties, all agreements including current bonds, and municipal fees fee requirements of Seller and those contracts listed on Exhibit C (the “*Contracts*”);

2.1.7. All Records.

2.2. **Consideration.** In consideration for the purchase of the Properties, Buyer shall pay to Seller Ten Dollars (\$10.00) and other good and valuable consideration, including, but not limited to, the provisions of Article 10.1 and Article 10.3 of this Agreement (the “*Purchase Price*”).

**ARTICLE 3
CLOSING**

3.1. **The Closing.** Unless otherwise agreed by the Parties, the Closing of the purchase and sale of the Properties pursuant to this Agreement (“**Closing**”) will be held at a location mutually agreed to by the Parties on or before thirty (30) days from the execution of this Agreement (the “**Closing Date**”).

3.2. **Conditions Precedent to Closing.** The obligation of the Parties to consummate the transaction contemplated in this Agreement shall be subject to the satisfaction of the Parties, before or at Closing of the following conditions, and the Parties will treat each event as if it occurred simultaneously with the other events:

3.2.1. Seller will execute and deliver to Buyer, one or more instruments of assignment, in substantially the form of the Conveyance, Assignment and Bill of Sale set forth as Exhibit E (the “**Conveyance**”) for each County in Oklahoma or Kansas containing a Property;

3.2.2. Buyer will deliver the Purchase Price.

3.2.3. Seller will deliver a W9; and

3.2.4. Seller will deliver the consents required to transfer the Leases and Contracts to Buyer set forth in Schedule 4.5. Following Closing, Seller further agrees to take commercially reasonable efforts to make, execute, and deliver such written instruments as may be reasonably required to carry out and further implement the terms, provisions and intent of this Agreement.

3.2.5. At Closing, Seller will deliver to Buyer a release of any mortgage, unreleased lease, lien, and/or delinquent property taxes.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that each of the statements made in this Article 4 is true and correct as of the date hereof and at Closing.

4.1. **Organization; Authority; Enforceability.** Seller is duly organized, validly existing and in good standing in the state of its formation and the state where the Properties are located. Seller has all required authority to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement constitutes a valid and binding obligation of Seller enforceable against it in accordance with its terms.

4.2. **No Conflict.** Seller’s execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by Seller will not (with or without notice or lapse of time or both) conflict with or result in a violation of or a default under (i) any provisions of the governing documents of Seller; (ii) any provision of any Laws applicable to Seller; or (iii) any order, judgment or decree of any Governmental Authority.

4.3. **Compliance with Laws.** Seller is in compliance with all applicable Laws with respect to the ownership of the Properties in all material respects. Seller has not received any notice of a material violation of or material default by it with respect to any Law or any decision, ruling, order or award of any Governmental Authority applicable to the Properties.

4.4. **Bankruptcy.** There are no bankruptcy, insolvency, reorganization, or receivership proceedings pending against, being contemplated by, or, to the knowledge of Seller, threatened against Seller.

4.5. **Consents and Preferential Rights.** Except as provided on Schedule 4.5 and in Article 3.2.4, there are no consents to assignment or preferential rights to purchase of Third Parties materially affecting the Properties that would be triggered by the execution of this Agreement or the consummation of the transactions contemplated hereby, except for consents and approvals of Governmental Authorities customarily obtained subsequent to transfer.

4.6. **Proceedings.** The Seller is not subject to any Claims.

4.7. **Taxes.** All Property Taxes and Severance Taxes that are due have been timely paid or are being contested in good faith. Seller has timely filed or caused to be timely filed all Tax returns, reports, statements and similar filings required by applicable Law with respect to the Properties due on or prior to the Closing Date. The Properties are not subject to tax partnership reporting requirements under applicable provisions of the Code.

4.8. **Finder's Fees.** Seller has not incurred any liability, contingent or otherwise, for brokers' or finders' fees with respect to the transactions contemplated hereby for which Buyer will have any responsibility whatsoever.

4.9. **AFEs.** There are no outstanding or proposed authorities of expenditure or other commitments to make capital expenditures relating to the any portion of the Properties that will be binding on Buyer after the Closing Date. Seller shall not execute commitments to make capital expenditures relating to the any portion of the Properties without Buyer's written consent.

4.10. **Contracts.** Except as set forth on Exhibit C, there exist no material agreements or arrangements of Seller relating to with the Properties which will binding upon Buyer or the Properties after the Closing, including, without limitations, contracts for the sale of production from the Properties (including calls on, or other rights to purchase, production, whether or not the same are currently being exercised) other than production sales contracts or arrangements that are cancellable on thirty (30) days' notice or less without penalty.

4.11. **Imbalances.** There are no situations where Seller has taken more or less hydrocarbons from a Well than its ownership of the Properties would entitle it to receive and that, as of Closing, remain subject to an imbalance or make-up obligation. Seller is not obligated by virtue of any take-or-pay payment, advance payment or other similar payment (other than gas balancing arrangements) to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Assets at some future time without receiving payment therefor at or after the time of delivery.

4.12. **Environmental Matters.**

4.12.1. To Seller's Knowledge, the operations of Seller in respect of the Properties are in compliance with all Environmental Laws;

4.12.2. Seller is not subject to any outstanding order (other than orders of general application to the oil and gas industry) from any governmental authority relating to any Environmental Laws in respect of the Properties, and no other claim exists with respect to the Properties that could reasonably be expected to require the payment of any fine or penalty under any Environmental Laws;

4.12.3. Seller is not subject to any action or investigation pending or threatened in writing, whether judicial or administrative, and has not received any notice of violation from a governmental authority, alleging or involving any noncompliance with or potential liability under any Environmental Law with respect to the Properties;

4.12.4. To Seller's Knowledge, no adverse environmental condition resulting from the operation of the Assets by Seller or its Affiliates exists on or under any of the Properties which violates or which would be reasonably expected to result in liability under any Environmental Law; and

4.13. **The Leases.**

4.13.1. While the Leases were in effect, Seller timely paid any and all royalties payments under the Leases.

4.13.2. All production from the Wells has been reported to the appropriate governing body and the royalties and other revenues related thereto have been paid to the proper parties under the Leases or otherwise.

4.13.3. Neither Seller nor its Affiliates have received any written notice of default or breach under any of the Leases, which such default or breach has not been cured or remedied.

4.14. **Seller's Intent.** The Properties are not being sold or transferred to Buyer with intent to hinder, delay, or defraud an entity to which Seller was or became indebted, on or after the Effective Date or date such obligation was incurred. Seller has received fair consideration or reasonably equivalent value from Buyer for the Properties subject to this Agreement.

4.15. **Payment of Expenses.** To Seller's Knowledge, all costs and expenses (including all bills for labor, materials and supplies used or furnished for use in connection with the Properties, and all Asset Taxes) relating to the ownership or operation of the Properties, for which such Seller has received a bill, invoice or other written request for payment, have been, and are being, paid (timely, and before the same become delinquent) by Seller. All costs and expenses (including all bills for labor, materials and supplies used or furnished for use in connection with the Properties, and all Asset Taxes) relating to the ownership or operation of the Properties incurred prior to the Effective Date are to be paid by Seller regardless of the date of the invoice.

4.16. **Suspense Funds.** There are no funds in suspense attributable to the Properties for which Buyer is responsible. Seller shall be solely responsible for the proper distribution of any funds in suspense and shall remain liable for the payment thereof to the owners or to the appropriate state when properly payable.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that each of the statements made in this Article 5 is true and correct as of the date hereof.

5.1. **Organization; Authority; Enforceability.** Buyer is duly formed, validly existing and in good standing in the state of its formation and the Properties are located. Buyer has all required authority to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement constitutes a valid and binding obligation of Buyer enforceable against it in accordance with its terms.

5.2. **No Conflicts.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof will result in any default under the governing documents of Buyer, or violate any order, judgment, decree, statute, rule or regulation applicable to Buyer.

5.3. **Finder's Fees.** Buyer has not incurred any liability, contingent or otherwise, for brokers' or finders' fees in respect to the transactions contemplated hereby for which Seller will have any responsibility whatsoever.

5.4. **Bankruptcy.** There are no bankruptcy, insolvency, reorganization, or receivership proceedings pending against, being contemplated by, or, to the knowledge of Buyer, threatened against Buyer.

ARTICLE 6 TITLE

6.1. **Good and Marketable Title.** As used in this Agreement, "Title Defect" means any condition that causes Seller's title to one or more of the Properties to be less than good and marketable title as hereinafter defined. As used herein the term "good and marketable title" shall mean:

6.1.1. That record title of Seller which is free from litigious uncertainty and entitles Seller to receive from a Lease or Well not less than the interests shown in Exhibit "B" as the "Net Revenue Interest" of all Hydrocarbons produced, saved and marketed from the Lease or Well and of Hydrocarbons produced, saved and marketed from any unit of which the Lease or Well is a part and allocated to such Lease or Well, all without reduction, suspension or termination of the interest in the Lease or Well throughout the duration of such Lease or Well, except as stated in such Exhibit;

6.1.2. That record title of Seller which is free from litigious uncertainty and obligates Seller to bear a percentage of the costs and expenses relating to the maintenance and development of, and operations relating to, the Lease or Well is not greater than the "Working Interest" shown in Exhibit "A" all without increase of the interest in the Lease or Well throughout the duration of such Lease or Well, except as stated in such Exhibit; and

6.1.3. That title of Seller to the Properties which, at or prior to the Closing, is free and clear (except for Permitted Encumbrances as defined in Article 6.2 below) of liens and encumbrances.

6.1.4. Notwithstanding anything in this Agreement to the contrary, a claim that a Lease is no longer valid because a Well has either not produced in paying quantities or is not capable of producing in paying quantities shall not be a Title Defect.

6.2. **Permitted Encumbrances.** As used herein the term "Permitted Encumbrances" means: (1) those encumbrances and obligations which would be acceptable to a reasonable, prudent owner and operator of the Properties and shall not include material defects that interfere with or significantly restrict Buyer's right to use, operate, own or benefit from the Properties as owner, holder, lessee, licensee or permittee; and (2) a claim that a Lease is no longer valid because a Well either has either not produced in paying quantities or is not capable of producing in paying quantities.

6.3. **Due Diligence; Title Defects.**

6.3.1. Due Diligence. Between the date of execution of this Agreement and Closing, Buyer will have the opportunity to conduct a due diligence review with respect to the Properties, and Seller will give Buyer and its representatives access to any records and other information in Seller's possession with respect to the Properties for the purpose of conducting such an investigation as provided in Article 8.5 hereof.

6.3.2. Notice of Claim. To assert a claim arising out of a Title Defect, Buyer must in good faith deliver a claim notice (the "Title Notice") to Seller promptly after becoming aware of a Title Defect, but in any event no later than five (5) days prior to the Closing. Such Title Notice shall be in writing and shall include (i) a specific description of the alleged Title Defect, (ii) the Property affected, and (iii) supporting documents reasonably necessary for Seller (as well as any title attorney or examiner hired by Seller) to verify the existence of the alleged Title Defect.

6.3.3. Right to Cure. Seller shall have the right, but not the obligation, to attempt, at its sole cost, to cure to Buyer's satisfaction on or before the Closing any Title Defects of which it has been advised by Buyer.

6.3.4. Cure Period. In the event it becomes impossible or impracticable for Seller to cure some or all of the Title Defects before the Closing, Seller and Buyer agree to extend the curing date for a time period not to exceed thirty (30) days after the Closing.

6.3.5. Removal of Assets Subject to Title Defects. With respect to each Property affected by Title Defects, in the event Buyer elects not to waive a Title Defect after being asserted, Seller shall have the option of removing the affected Property from the Properties and not transfer the affected Property to Buyer under this Agreement.

ARTICLE 7 ENVIRONMENTAL MATTERS

7.1. **Environmental Assessment.** Prior to Closing, Buyer will have the right to conduct environmental assessment with respect to the Properties, independently on its own behalf and account ("Environmental Assessment"), and in connection therewith shall have the right to enter the Properties. Any such Environmental Assessment will be performed in a reasonably safe and workmanlike manner so as to not unreasonably interfere in any material respect with Seller's or the Third Party operator's operations and in compliance with all applicable Laws and customary industry practices, in each case, in all material respects.

7.2. **Environmental Liability Notice.** Buyer may, by Notice to Seller prior to Closing, assert the existence of an alleged Environmental Liability (such Notice, the "Environmental Liability Notice") reasonably disclosed by the Environmental Assessment, if any, that Buyer reasonably believes in good faith may constitute an Environmental Liability. No claims for Environmental Liability may be submitted after Closing, and any matters that may otherwise constitute Environmental Liabilities, but for which Buyer has not delivered an Environmental Liability Notice to Seller prior to the expiration of the Examination Period, shall be deemed to have been waived by Buyer for all purposes. Buyer shall use its commercially reasonable efforts to provide Seller, on or before five (5) days prior to Closing, notice of any Environmental Liability that Buyer or its employees or environmental consultants or contractors conducting Buyer's Environmental Assessment identifies during the preceding calendar week, which notice may be preliminary in nature and supplemented prior to Closing; provided that any failure to provide any such preliminary notice shall not prejudice Buyer's right to assert such Environmental Liability in the Environmental Liability Notice. The fees, costs and expenses incurred by Buyer in conducting its Environmental Assessment will be borne by Buyer for its sole account.

7.3. **Environmental Liability Notice - Details.** Each Environmental Liability Notice asserting a claim for an Environmental Liability must be in writing and include the following:

- (a) a description of the alleged Environmental Liability;
- (b) the Properties affected by the Environmental Liability;
- (c) supporting documents available to Buyer that are reasonably necessary for Seller to verify the existence of the alleged Environmental Liability; and
- (d) the estimated amount of the cost to remediate the alleged Environmental Liability and the computations upon which Buyer's belief is based.

7.4. **Seller's and Buyer's Remedy.**

7.4.1. Seller shall, at its sole election and no later than 5:00 p.m. Central Standard Time on the third (3rd) day prior to the Closing Date, but not less than three (3) days after receiving the Environmental Liability Notice, elect as to each Environmental Liability to:

- (i) enter into good faith negotiations with Buyer regarding the alleged Environmental Liability; or
- (ii) retain the applicable Property affected by such Environmental Liability in its entirety.

7.5. **Plugging Liability.** Notwithstanding anything in this Agreement to the contrary, and for avoidance of doubt, Buyer agrees to assume plugging and abandonment liabilities for the Wells.

**ARTICLE 8
COVENANTS OF THE PARTIES**

8.1. **Further Assurances.** After the Closing, the Parties will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and take such other action as may be necessary to carry out their respective obligations under this Agreement and under any exhibit, document, certificate or other instrument delivered pursuant hereto.

8.2. **Delivery of Records.** At Closing, Seller will make available to Buyer or through digital copies, the Records.

8.3. **Use of Seller's Name.** Buyer agrees that within thirty (30) days after Closing it will remove or cause to be removed its names and marks and/or all variations and derivatives thereof and logos relating thereto from the Properties of which it has assumed operations and will not thereafter make any use whatsoever of such names, marks and logos.

8.4. **Replacement of Bonds.** On or before the Closing Date, Buyer shall obtain, or cause to be obtained in the name of Buyer (or its assignee or delegee), replacements of the bonds, letters of credit, guarantees or other surety arrangements related to the Properties, to the extent such replacements are necessary (a) for Buyer's or its assignee or delegee ownership or, where applicable, operation of the Properties, and (b) to permit the cancellation and release of the bonds, letters of credit, guarantees or other surety arrangements posted or obtained by Seller or its Affiliates with respect to the Properties. In addition, at or prior to Closing, Buyer shall deliver or have delivered to Seller evidence of the posting or obtaining of bonds or other security, if any, with all applicable Governmental Authorities meeting the requirements of such authorities to own and, where appropriate, operate, the Properties. Buyer shall indemnify and hold Seller and Seller's Affiliates harmless from and against any and all Losses arising out of the failure to replace any bonds, letters of credit, guarantees or other surety arrangements posted or obtained by Seller or its Affiliates with respect to the Properties.

8.5. **Access to Records.** Upon request, Seller will provide Buyer with physical access to files and/or electronic copies of records pertaining to the ownership and/or operation of the Properties (including, without limitation, title files, title opinions, and division order files). Buyer may make copies of such records, at its expense; but shall, if Seller so requests, return all copies so made if the Closing does not occur and destroy all notes or work product relating thereto except those notes and work product that Buyer is required to maintain pursuant to applicable Laws. Seller shall furnish digital records of its accounting system to Buyer.

8.6. **Operations During the Interim Period.**

- (a) *Conduct of Business.* During the Interim Period, Seller will, in all material respects, act and conduct its business with respect to the Properties in the ordinary course and in a manner reasonably consistent with Seller's past practices in respect of the Properties (including paying or causing to be paid all associated costs and expenses when due).
- (b) *Restriction on Operations.* Without the prior written consent of Buyer (such consent not to be unreasonably withheld, delayed or conditioned), during the Interim Period Seller shall not:
 - (i) sell, transfer, abandon, farmout, lease, encumber or create a lien exchange or otherwise dispose of any of its interest in the Properties (other than sales of obsolete or salvage equipment or sales of Hydrocarbons in the ordinary course of business);

- (ii) waive any material right, or waiver, compromise or settle any claim, in respect of the Properties;
 - (iii) enter into any Contract with respect to the Assets that would have been a Material Contract if it would have been in effect as of the Execution Date;
 - (iv) materially modify, amend or terminate, or waive any rights under, prior to its stated expiration or termination, any contract or Lease;
 - (v) to the extent the applicable election deadline occurs after the execution date, make, approve, reject or commit to any AFE reasonably anticipated by Seller to require future individual capital expenditures by Buyer in excess of two thousand dollars (\$2,000.00), except for emergency operations or operations undertaken to avoid a monetary penalty or forfeiture provision of any applicable contract, Order or Law, which will be governed by Article 8.6(a);
 - (vi) incur liabilities with respect to the Assets for which Buyer would be responsible after the Execution Date, other than transactions in the normal, usual and customary manner, and in an amount not to exceed two thousand dollars (\$2,000.00); or
 - (vii) commit or enter into any Contract to do any of the foregoing in this Article 8.6.
- (c) *Requests for Approval.* Seller will deliver requests for approval of any action restricted by this Article 8.6 to the following individual who has full authority to grant or deny such requests on behalf of Buyer:

O'Brien Energy Resources Corporation
 Attn: Joseph Forma
 18 Congress Street, Suite 207
 Portsmouth, New Hampshire 03801

Buyer's approval of any action restricted by this Article 8.6 shall be considered granted within ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's Notice) after Seller's Notice to Buyer requesting such consent unless Buyer provides Notice to Seller to the contrary during such ten (10) day period. If the underlying circumstances of an action requested for approval hereunder reasonably require that such approval be given within a shorter time period than ten (10) days, Seller will make a good faith effort to contact Buyer before relying on passage of time only.

8.7. Casualty or Condemnation Loss. If, during the Interim Period, any portion of the Properties is destroyed by fire or other casualty or is taken in condemnation or under right of eminent domain ("**Casualty Loss**"), then Seller will notify Buyer promptly after Seller learns of such event. In such event and to the extent the Casualty Loss relates to a Well, Buyer shall be entitled to remove the Well from the Agreement.

ARTICLE 9 POST-CLOSING MATTERS

9.1. Post-Closing Payments and Revenues. After the Parties' agreement to the Final Statement (as set forth below), if any Party pays monies for expenses for which it is entitled to reimbursement by another Party under this Agreement, such other Party shall, within thirty (30) days after receipt of the paying Party's notice of reimbursement accompanied by written evidence of the underlying payment on account of such expenses, reimburse the Party that paid such expenses. If any Party receives any revenues, proceeds, or monies belonging to another Party, then such Party shall, within thirty (30) days of receiving such revenues, proceeds or monies, remit such revenues, proceeds, or monies to the designated bank account of the proper Party.

9.2. **Final Statement.** On or before ninety (90) days after the Closing, the Parties shall cooperate in good faith to prepare and agree upon a post-closing statement setting forth a final calculation of any and all adjustments to the Purchase Price (“**Final Statement**”) in accordance with the allocation of costs and revenues set forth herein, without duplication of any amounts already taken into account hereunder prior to Closing. The Parties shall provide to each other such data and information reasonably requested supporting the amounts reflected on the Final Statement. The Final Statement shall include, among other things, adjustments for closing statement entries that were not finally determined or were estimated as of the Closing Date. The Party owing any amount set forth on the Final Statement shall pay such amount within fifteen (15) Business Days following the Parties’ mutual agreement to the Final Statement. In the event the Parties are unable to agree on the Final Statement, if the difference is less than or equal to Five Thousand Dollars (\$5,000.00), the adjustment will be the middle point of the difference. If the difference is greater than Five Thousand Dollars (\$5,000.00), the Parties shall submit the issue raised by the competing amounts to a mutually agreed arbitrator for resolution, the fees for which will be borne equally by the Parties.

9.3. **Notice of Transfer and Change of Operatorship.** Within forty-five (45) days after Closing, Buyer shall file all required notifications of transfer and change of ownership related to the Properties assigned to it (and bear all costs related thereto) in the public records of the county or counties in which the Wells and Leased Premises are located and notify the underlying private mineral owners of the transfer and change of ownership, if and as prescribed by the applicable leases.

ARTICLE 10 ASSUMED LIABILITIES; INDEMNIFICATION

10.1. **Buyer’s Assumption.** Subject to the representations and warranties of Seller in Article 4 and the indemnity of Seller in Article 10.2, Buyer expressly acknowledges that it is responsible for, and shall have no recourse against Seller or any other member of Seller Group for, the debts, liabilities, commitments, duties and obligations arising under, related to, or in connection with the ownership, operation, use or maintenance of the Properties acquired by it hereunder attributable to periods after the Effective Time. From and after the Closing, Buyer shall expressly assume and agree to timely perform, pay and discharge (or caused to be timely performed, paid or discharged) all duties, obligations and liabilities of Seller Group with respect to the Properties acquired by it hereunder arising after the Effective Time (collectively, the “**Assumed Liabilities**”), which Assumed Liabilities include all duties, obligations and liabilities arising from or attributable to (a) the ownership, operation, use or maintenance of the Properties, or the production, transportation, processing and marketing of hydrocarbons from the Properties, including the payment and satisfaction of any and all payments due under the Leases, operating expenses and capital expenditures, (b) any and all title defects, encumbrances, or other title matters with respect to the Properties, (c) any and all environmental conditions or other environmental matters with respect to the Properties, (d) the plugging, abandonment and restoration of the Properties, including the plugging or abandonment (or re-plugging) of any Wells, or the removal, abandonment or disposal of all facilities, and (e) any and all Leases and Contracts.

10.2. **Seller’s Indemnity.** AFTER CLOSING, SELLER WILL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER GROUP, SUBJECT TO AND IN ACCORDANCE WITH THIS ARTICLE 10, FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT AGAINST OR SUFFERED BY BUYER GROUP ARISING FROM, RELATING TO OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, ANY OF THE FOLLOWING TO THE EXTENT NOT CONSTITUTING AN OBLIGATION ASSUMED BY BUYER UNDER THIS AGREEMENT: (1) ANY BREACH OF THE REPRESENTATIONS OR WARRANTIES OF SELLER IN THIS AGREEMENT; AND (2) ANY BREACH OF THE COVENANTS OR AGREEMENTS OF SELLER IN THIS AGREEMENT.

10.3. **Buyer’s Indemnity.** AFTER CLOSING, BUYER WILL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER GROUP, SUBJECT TO AND IN ACCORDANCE WITH THIS ARTICLE 10, FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT AGAINST OR SUFFERED BY SELLER GROUP RELATED TO OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, ANY OF THE FOLLOWING: (A) ANY BREACH OF THE REPRESENTATIONS AND WARRANTIES OF BUYER IN THIS AGREEMENT; (B) ANY BREACH OF THE COVENANTS OR AGREEMENTS OF BUYER IN THIS AGREEMENT; AND (C) THE ASSUMED LIABILITIES.

10.4. **Survival.** All of the representations, warranties, covenants and agreements of Seller, including the Indemnification Obligation of Seller under Article 10.2, and the special warranty of title set forth in the Conveyance, shall survive the Closing for six (6) months. All of the representations, warranties, covenants and agreements of Buyer, including the indemnification obligation of Buyer under Article 10.3, shall survive Closing for the applicable statute of limitations. Notwithstanding the foregoing, there shall be no expiration or termination of any bona fide claim validly asserted prior to the expiration of the applicable survival period thereof.

10.5. **Exclusive Remedies; Mitigation.** Notwithstanding anything else contained in this Agreement to the contrary, after the Closing, indemnification pursuant to the provisions of this Article 10 shall be the sole and exclusive remedy with respect to any and all Claims by any member of Buyer Group relating to this Agreement, the events giving rise to or subject matter of this Agreement and the transactions contemplated hereby. Buyer shall take and cause the other members of the Buyer Group to take all reasonable steps to mitigate any loss upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach which gives rise to the loss.

ARTICLE 11 TAXATION

11.1. **Responsible Party.** All Taxes attributable to the ownership or operation of the Properties prior to the Effective Time are the Seller's responsibility and all deductions, credits or refunds pertaining to the aforementioned Taxes, no matter when received, belong to Seller. All Taxes attributable to the ownership or operation of the Properties on or after the Effective Time (excluding Seller's income taxes, franchise taxes or margin taxes through Closing, and excluding income or capital gains taxes from the sale of the Properties) are the responsibility of Buyer, and all deductions, credits or refunds pertaining to the aforementioned Taxes, no matter when received, belong to Buyer. Property Taxes whether or not based on production shall be prorated based on a percentage of the assessment period occurring before the Effective Time. Property Taxes based on production (other than Severance Taxes) shall be deemed by the Parties to apply to production in the Tax period for which the Tax is levied. Buyer shall be responsible for timely remittance of any Property Taxes due for or with respect to any Tax period that includes the Effective Time to the relevant Governmental Authority, and each Party shall reimburse the other Party for their portion of such Taxes in accordance with this Article 11.1.

ARTICLE 12 TERMINATION

12.1. **Termination Rights.** This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of the Parties;
- (b) by either Seller or Buyer if:
 - (i) Closing has not occurred by March 1, 2021; provided, however, that the right to terminate this Agreement pursuant to this Article 12.1(b)(i) shall not be available to any Party whose breach of any representation or warranty or failure to perform any covenant or agreement under this Agreement has been the cause of or resulted in the failure of Closing to occur on or before such date;
 - (ii) any Governmental Authority has issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting Closing and such order, decree, ruling or other action shall have become final and non-appealable; or
- (c) by Buyer if Seller has failed to materially comply with its respective covenants and agreements contained in this Agreement and such failure has not been, or cannot be, cured within ten (10) days after notice and demand for cure thereof; provided, however, that Buyer may not terminate this Agreement pursuant to this Article 12.1(c) if Buyer is then in breach of any of its representations, warranties or covenants contained in this Agreement, or
- (d) by Seller if Buyer has failed to materially comply with its respective covenants and agreements contained in this Agreement and such failure has not been, or cannot be, cured within ten (10) days after Notice and demand for cure thereof; provided, however, that Seller may not terminate this Agreement pursuant to this Article 12.1(d) if Seller is then in breach of any of its representations, warranties or covenants contained in this Agreement.

12.2. **Effect of Termination.** If this Agreement is terminated by either Seller or Buyer pursuant to the provisions of Article 12.1, this Agreement shall forthwith become void, and there shall be no further obligation on the part of any Party or its respective Affiliates, directors, managers, officers, members or stockholders.

**ARTICLE 13
MISCELLANEOUS**

13.1. **Notice.** All notices required or permitted under this Agreement must be in writing and delivered personally, by certified mail, postage prepaid and return receipt requested, or by commercial overnight delivery service as follows:

Seller: Keith F. Walker Oil & Gas
Company, L.L.C.
Attn: John P. Gilbert
710 Cedar Lake Blvd, Ste 102
Oklahoma City, OK 73134
jgilbert@kfw.gs

Buyer: O'Brien Energy Resources
Corporation
Attn: Joseph Forma
18 Congress Street, Ste 207
Portsmouth, NH 03801
joeforma@obenergy.com

with a copy to:

Paul D. Trimble
Trimble Law Group, PLLC
5510 N. Francis Ave.
Oklahoma City, OK 73118
ptrimble@trimblelawgroup.com

with a copy to:

Terry Cordes
Attorney at Law
148 N. Fowler
Meade, KS 67864
office@terrycordeslaw.com

or to such other place within the United States of America as any Party may designate as to itself by written notice to the other. All notices will be effective upon receipt.

13.2. **Governing Law.** This Agreement, the obligations of the Parties under this Agreement and all other matters arising out of or relating to this Agreement and the transactions it contemplates, will be governed by and construed in accordance with the Laws of the state where the Property is located, without giving effect to any conflicts of law principle or rule that would cause the Laws of another jurisdiction to apply. Any dispute arising out of or relating to this Agreement which cannot be amicably resolved by the Parties shall be brought in a federal or state court of competent jurisdiction sitting in Oklahoma County, Oklahoma, and the Parties irrevocably submit to the jurisdiction of any such court solely for the purpose of any such suit, action or proceeding.

13.3. **Assignment; Amendments.** This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing contained in this Agreement entitles anyone other than Buyer or Seller or their respective successors and permitted assigns to any rights under this Agreement. No amendment or modification of any provision of this Agreement will be valid, unless the same is in writing and signed by Buyer and Seller.

13.4. **Entire Agreement.** This Agreement, together with the Exhibits and Schedules hereto, the certificates, documents, instruments and writings that are delivered pursuant hereto, constitute the entire, complete and exclusive agreement and understanding of the Parties in respect of the subject matter hereof and thereof and expressly supersede all prior understandings, agreements, or representations by or among the Parties, written or oral, with respect thereto. In entering into this Agreement, neither Party has relied upon a statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement.

13.5. **Reliance on Own Judgment; Disclaimer of Reliance.** The Parties agree that the terms of this Agreement are negotiated terms and not boilerplate. Prior to signing this Agreement, all terms were open for negotiation. The Parties acknowledge that they were each represented by counsel and relied upon such counsel to advise them in connection with the negotiation and drafting of this Agreement. The Parties acknowledge and agree that they are each sophisticated and knowledgeable in business matters and have dealt with each other at arm's length in negotiating this Agreement. By signing below, each Party represents that it has carefully reviewed this Agreement, understands its terms, has sought and obtained independent legal advice with respect to the negotiation and preparation of this Agreement, has relied wholly upon its own judgment, knowledge, and investigation, and the advice of its respective counsel, and that it has not relied upon or been influenced to any extent in making or entering into this Agreement by any representations or statements made by any other Party, or by anyone acting on behalf of any other Party. The Parties also acknowledge and agree that the other Party has no duty to make any disclosures to any other Person in connection with making or entering into this Agreement. The Parties expressly disclaim reliance on any representation or statement not made in this Agreement in deciding to enter into this Agreement. Buyer and Seller participated jointly in the negotiation and drafting of this Agreement and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Buyer and Seller, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any Person with respect to this Agreement.

13.6. **Severability.** The provisions of this Agreement are severable; if any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term hereof, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

13.7. **Limitation on Damages.** NEITHER PARTY SHALL BE LIABLE IN AN ACTION INITIATED BY ONE AGAINST THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED.

13.8. **No Third Person Beneficiaries.** This Agreement inures to the sole and exclusive benefit of Buyer and Seller and confers no benefits on any third party and no third party shall have any rights to enforce the provisions herein against a Party.

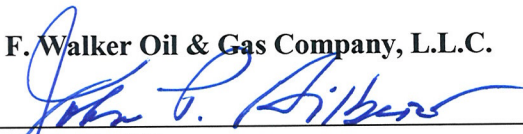
13.9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which the Parties will treat as an original but all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SELLER:

Keith F. Walker Oil & Gas Company, L.L.C.

By: 
Name: John P. Gilbert
Title: Chief Operating Officer & Attorney in Fact

BUYER:

O'Brien Energy Resources Corporation

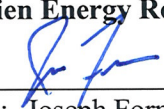
By: 
Name: Joseph Forma
Title: President

EXHIBIT "E"

Attached to and made a part of that certain Purchase and Sale Agreement made and entered into as of the _____ day of January, 2021 but effective as of 7:00 a.m., CST, on January 1, 2021 by and between Keith F. Walker Oil & Gas Company, L.L.C., as Seller, and O'Brien Energy Resources Corporation, as Buyer.

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This Conveyance, Assignment and Bill of Sale (this "*Conveyance*"), effective as of 7:00 a.m., CST, on January 1, 2021 ("*Effective Time*"), is made by and between KEITH F. WALKER OIL & GAS COMPANY, L.L.C. ("*Assignor*") having a notice address of P.O. Box 1725, Ardmore, Oklahoma 73402 and O'BRIEN ENERGY RESOURCES CORPORATION ("*Assignee*") having a notice address of 18 Congress Street, Suite 207, Portsmouth, New Hampshire 03801.

WITNESSETH:

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, bargains, sells transfers, conveys, assigns, sets over and delivers to Assignee, effective as of the Effective Time, all of Assignor's right, title and interest in and to the following "*Properties*," being all of Assignor's right, title and interest in and to the following assets:

- i. All oil, gas and/or mineral leases, and the surface and subsurface leasehold estates created thereby and subleases, described on Exhibit A (the "*Leases*"), and all of the lands covered by one or more of the Leases ("*Leased Premises*"), including all rights in any pooled or unitized or communitized acreage by virtue of any of the Leases being a part thereof ("*Units*");
- ii. All the oil and gas wells, water source wells, water injection wells or other injection or disposal wells described in Exhibit B hereto or located on the Leases, Leased Premises or in any of the Units (the "*Wells*");
- iii. All easements, rights-of-way, servitudes and licenses, authorizations and permits to the extent transferable, and similar surface and other rights and interests applicable to, or used or useful in connection with, any or all of the Properties;
- iv. All flow lines, gathering and processing systems, compressors, machinery, tools, utility lines, fixtures, and improvements and other appurtenances, on or to, or used or held for use in connection with, any of the Wells and/or the Leased Premises, insofar as they are used or held for use in connection with the ownership, operation, or maintenance of the Wells or the Leases or relate to the production, treatment, sale, or disposal of hydrocarbons or water produced from the Wells or attributable thereto;
- v. All hydrocarbons (or proceeds from or attributable to such hydrocarbons) produced from and to the extent attributable to the Properties with respect to all periods after the Effective Time;
- vi. To the extent relating to or binding on the Properties, all agreements of Assignor; and
- vii. All Records.

TO HAVE AND TO HOLD the Properties, together with all rights, privileges and appurtenances thereto, unto Assignee, its successors and assigns, forever, subject to the terms and conditions contained herein.

THIS CONVEYANCE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE PROPERTIES ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY,

INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE PROPERTIES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OR REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ENVIRONMENTAL CONTAMINANTS THAT EXCEED REGULATORY LIMITS. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO THE ASSIGNEE WITH RESPECT TO THE PROPERTIES, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

This Conveyance is made pursuant and subject to the terms and conditions of that certain unrecorded Purchase and Sale Agreement between Assignor and Assignee, dated effective as of January 1, 2021 (the "*Agreement*"), the terms and conditions of which are hereby incorporated by reference and which shall survive under this Conveyance, and the following terms and conditions:

A. Assignee shall, to the extent permitted by Law, be fully substituted and subrogated to Assignor's rights and interests in and to warranties given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Properties.

B. This Conveyance binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

C. This instrument may be executed by Assignee and Assignor in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

D. Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Agreement. In the event of a conflict between the terms and conditions of this Conveyance and the Agreement, the terms and conditions of the Agreement will prevail. The parties hereto do not intend to cause a merger of the terms of the Agreement into this Conveyance, and the Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Agreement.

E. Each party hereto agrees to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other party for carrying out the purposes of this Conveyance or of any document delivered pursuant hereto.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Conveyance on the date(s) of their respective acknowledgements set forth below, to be effective, however, as of the Effective Time.

ASSIGNOR:

KEITH F. WALKER OIL & GAS COMPANY, L.L.C.

By: _____
Name: John P. Gilbert
Title: Chief Operating Officer & Attorney in Fact

STATE OF OKLAHOMA §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by John P. Gilbert, the Chief Operating Officer and Attorney in Fact of KEITH F. WALKER OIL & GAS COMPANY, L.L.C., on behalf of said company.

Notary Public

My commission expires: _____

(Notarial Seal)

ASSIGNEE:

O'BRIEN ENERGY RESOURCES CORPORATION

By: _____

Name: Joseph Forma _____

Title: President _____

STATE OF NEW HAMPSHIRE §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Joseph Forma, the President of O'BRIEN ENERGY RESOURCES CORPORATION, on behalf of said corporation.

Notary Public

My commission expires: _____.

(Notarial Seal)

END OF EXHIBIT "E"

EXHIBIT "F" - KNOWLEDGE

Attached to and made a part of that certain Purchase and Sale Agreement made and entered into as of the 4th day of January, 2021 but effective as of 7:00 a.m., CST, on January 1, 2021 by and between Keith F. Walker Oil & Gas Company, L.L.C., as Seller, and O'Brien Energy Resources Corporation, as Buyer.

John P. Gilbert

Steve Dixon

END OF EXHIBIT "F"

SCHEDULE 4.5 – CONSENTS

Attached to and made a part of that certain Purchase and Sale Agreement made and entered into as of the 4th day of January, 2021 but effective as of 7:00 a.m., CST, on January 1, 2021 by and between Keith F. Walker Oil & Gas Company, L.L.C., as Seller, and O'Brien Energy Resources Corporation, as Buyer.

None

END OF SCHEDULE 4.5