

EXHIBIT "B"

Attached to and made a part of that certain Purchase and Sale Agreement dated

**ASSIGNMENT, CONVEYANCE AND BILL OF SALE**

This Assignment, Conveyance and Bill of Sale is made this 22 day of December, 2020, and is effective the 1st day of December, 2020, by and between **Booco's Contract Services, Inc** (hereafter, "**Assignor**"), and Beeman Oil & Gas, LLC. (hereafter collectively, "**Assignee**").

WHEREAS, Assignor is now the owner of certain undivided interests ("**Assignor's Interests**") in, to and under the following (the "**Interests**");

(a) **Leaseholds**: Oil and gas leaseholds, oil, gas and other minerals, including working interests, rights of assignment and reassignment, net revenue interests, record title interests, undeveloped locations and all other interests under or in oil, gas or mineral leases, and interests in rights to explore for and produce oil, gas or other minerals which are described in *Exhibit "A"* (the "**Leases**");

(b) **Rights in Production**: Reversionary interests, backin interests, overriding royalty interests and production payments relating to the Leases;

(c) **Contract Rights**: Unit agreements, orders and decisions of regulatory authorities establishing or relating to units, unit operating agreements, operating agreements, communitization agreements, gas purchase agreements, oil purchase agreements, gathering agreements, transportation agreements, processing or treating agreements, farmout agreements and farmin agreements subleases, and any other agreements to the extent assignable relating to the Interests (hereinafter, the "**Contracts**");

(d) **Easements**: Rights-of-way, easements, licenses and servitudes appurtenant to or used in connection with the Interests (hereinafter, the "**Easements**");

(e) **Permits**: Permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals to the extent the same are used or obtained in connection with the Interests (hereinafter, the "**Permits**");

(f) **Wells**: Producing, non-producing and shut-in oil and gas wells located on the Leases that are described in *Exhibit "B"* (hereinafter, the "**Wells**");

(g) **Equipment**: Personal property, surface equipment, down-hole equipment and pipelines, buildings and inventory used or obtained in connection with the Interests; and

(h) **Remaining Interests**: All other rights and interests in, to or under or derived from the Interests, except as specifically reserved by Assignor herein, even though improperly described in or omitted from the *Exhibits*. It is the expressed intent of the parties that all of Assignor's right, title and interest in any and all oil and gas properties described on *Exhibit "A"* be assigned to Assignee hereunder except as specifically excepted and reserved herein.

WHEREAS, Assignor desires to assign, convey and deliver to Assignee and Assignee desires to accept all of Assignor's right, title and interest in the Interests insofar and only insofar as the Interests relate to rights, titles and interests described in *Exhibit "A"* except as to the interests specifically reserved by Assignor herein; and

WHEREAS, as consideration for this Assignment, Assignee has paid Assignor the sum of one hundred dollars (\$100.00) plus other valuable and sufficient benefits, the receipt of which is acknowledged by Assignor.

NOW, THEREFORE, Assignor hereby grants, bargains, sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in, to and under the Interests insofar and only insofar as such Interests relate to rights, titles and interests described on *Exhibit "A"*, EXCEPTING AND RESERVING unto Assignor, its successors and assigns an overriding royalty interest in the Leasehold and Leases equal to the difference between existing lease burdens and twenty-percent (20%), provided however if any Leasehold is subject to lease burdens equal to or greater than twenty percent (20%), then Assignor shall reserve no overriding royalty on such interest.

The overriding royalty reserved and retained by Assignor shall be applicable to any lease renewal or extension by Assignee, its successors and assigns and shall be paid without any allowances or deductions for

or on account of or in connection with exploration, development, production, dehydration, treatment, processing, gathering, compression, transportation or delivery, except taxes due on its proportionate share of production. In the event the leasehold interest of Assignor is less than the entire leasehold estate or the Leases cover less than the full undivided mineral estate, then such overriding royalty shall be proportionately reduced.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

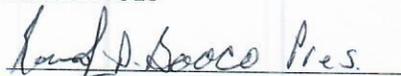
The provisions of this Assignment, Conveyance and Bill of Sale shall be construed as covenants running with the Leases and shall be binding upon Assignee, its successors and assigns. Assignee specifically assumes all obligations to properly plug, abandon and remediate all Wells comprising the Interests and shall indemnify and hold Assignor harmless from any and all such costs and obligations. Assignor hereby warrants and defends its title to the Interests by, through and under Assignor, but not otherwise.

It is understood and agreed between the parties that the execution of additional assignments of certain individual Leases herein described, may be required on approved governmental forms to facilitate approval of this transaction by governmental agencies; Assignor hereby agrees to execute and furnish to Assignee such documents, and such further assurances, as may be necessary to effectuate all of the terms of this Assignment.

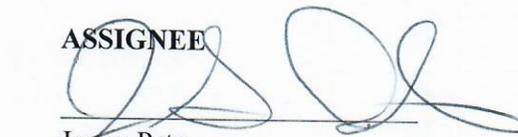
Except as provided herein this Assignment and Bill of Sale is made without warranty of title, expressed or implied. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT APPLICABLE TO THE INTERESTS OR ITS FITNESS FOR ANY PURPOSE, ASSIGNEE HAVING SATISFIED ITSELF AS TO THE CONDITION OF SAME, AND ASSIGNEE AGREEING THAT IT ACCEPTS THE SAME IN ITS "AS IS, WHERE IS" CONDITION.

This Assignment, Conveyance and Bill of Sale is effective for all purposes on December 1, 2020.

**ASSIGNOR**

  
Randy Booco, President  
Booco's Contract Services, Inc.

**ASSIGNEE**

  
James Pate  
Beeman Oil & Gas, LLC

ACKNOWLEDGEMENT

STATE OF COLORADO )

) ss:

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2020, by.

My Commission Expires: 6/13/2024



*Ruby Wertenberger*  
\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO )

) ss:

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Schedule "A" Wells

Well Name	Operator	API Number	GW/	NRI	Royalty	ORRI	Spot	Section	TWP	Range	County	State
PEOC NVG 41-23	Booco's	107-06173-00	78.043079	61.3064794	0.057195		NENE	23	7N	87W	Routt	CO
Jones 1-11	Booco's	107-06093-00	48.24277	40.17973			NWSE	11	6N	87W	Routt	CO
Smith Rancho	Booco's	107-06046-00	100	74.61			SWNW	14	7N	87W	Routt	CO
Fish Creek Unit 2(8-20)	Booco's	107-06020-00	100	85.5			SENE	20	5N	87W	Routt	CO
Grassy Creek Coal #1 (Luff)	Booco's	107-05229-00	73.543533	64.13731			NENE	35	6N	87W	Routt	CO
Routt Bonanza 1-22	Booco's	107-06052-00	100	82.071			SENE	22	7N	87W	Routt	CO

Focus Ranch Focus Ranch LLC 20% of existing lease