



Conveyance Document

Please note the following draft deed/assignment has been prepared by the seller in advance of sale. The successful buyer agrees to accept title to the lots pursuant to said deeds or assignments. Seller shall not be obligated or required to modify or change said deeds or assignments unless a correction is required to properly convey the interests being sold.

ASSIGNMENT OF OIL AND GAS LEASES

[illegible]

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned [REDACTED] and its (their) affiliates, whose address is [REDACTED], herein after called Assignor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, sell, assign and transfer unto XXXXXXXXXX XXXXXXXXXXXXXXX hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas leases and the lands covered thereby, more fully and completely described on the **Exhibit "A"** attached hereto and made a part hereof, hereinafter called the "Leases", said lands being located in Carter County, Oklahoma together with all contractual rights necessary to conduct operations on the Leases, LESS and EXCEPT all presently existing wellbore(s) (the "Retained Wellbore(s)").

This Assignment of Oil and Gas Leases (“Assignment”) is made subject to a proportionate part of the terms, provisions, covenants and royalties set forth in the Leases and to any and all overriding royalty interests, restrictions, exceptions, instruments, agreements, burdens and encumbrances, if any, which are of record in the State and County above named which burden or affect the properties, rights or interests herein assigned and shall attach to and run with the Leases and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, according to the terms and conditions of said Leases, the said Assignee to perform all such conditions and covenants thereof as to the interest herein assigned. The Assignor represents and covenants with Assignee, its successors and assigns, that Assignor is the lawful owner of and has good and marketable title in and to the Leases, free and clear from all liens, encumbrances or adverse claims; that the Leases are valid and subsisting leases on the land covered thereby and that rentals due under the Leases have been paid and all conditions necessary to keep same in full force and effect have been duly performed.

SAVE AND EXCEPT AND RESERVING UNTO ASSIGNOR an overriding royalty interest of an undivided interest of all oil, gas or other hydrocarbons produced, saved and sold from and attributable to the Assigned Interest under the terms of the leases, if, as and when produced, saved and sold, but not otherwise, equal to the positive difference, if any, between **Twenty-Two percent (22%)** and the present lease burdens (royalties, excess royalties, overriding royalties, if any) of the Leases. It is Assignor's intent to deliver to Assignee an **Seventy-Eight percent (78%)** net revenue interest leasehold. Said overriding royalty interest is subject to existing burdens of record.

Assignor agrees to release, defend, indemnify and hold Assignee harmless from all direct or indirect, claims, notices of violation, legal proceedings, causes of action, judgments or proceedings of any kind or character, damages, taxes, penalties, fines, liabilities, costs, and expenses (including without limitation all attorneys' fees, costs of court and amounts paid in settlement) of any kind or character arising from, out of or attributable to the use, ownership, operation, or disposition of the Leases arising before the Effective Date under any theory of liability.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignor's right, title and interest in and to the Leases and lands, as herein referenced, regardless of the omission of any oil and gas lease, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references, and that Assignor will take all such actions as are reasonable necessary to effect such sale, transfer and conveyance.

ASSIGNOR: [REDACTED]

Title: Manager

The foregoing instrument was acknowledged before me this _____ day of _____ 2023,
by _____ as _____ Manager of _____.

Notary Public _____

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases effective the 1 day of June 2023, by and between [REDACTED] as Assignor, and XXXXXX, as Assignee.

Lease No. 1

Lease Date: 1/21/2021

Lessor: Sydney-Cameron & Associates, Inc

Lessee: [REDACTED]

Descriptions: 13-05S-02W; W/2 NW/4 & W/2 SE/4 NW/4

Recording: Book 6988, Page 185-188

Lease No. 2

Lease Date: 1/21/2021

Lessor: Ray H. Marr Foundation

Lessee: [REDACTED]

Descriptions: 13-05S-02W; W/2 NW/4 & W/2 SE/4 NW/4

Recording: Book 6988, Page 177-180