

ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO

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KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF YUMA

WALKER ENERGY LLC, PETRON DEVELOPMENT COMPANY, a Colorado corporation, ESTHER L. WALKER, Individually and as Personal Representative of the Estate of DONALD S. WALKER, Deceased, and BASE LINE GATHERING LTD, hereinafter referred to as "Assignors", do hereby assign, transfer, convey, and relinquish to DUKE GAS COMPANY LLC, whose address is 22500 County Road 24, Vernon, CO 80755, hereinafter referred to as "Assignee", all of Assignors' right, title and interest in and to the following:

(a) The oil, gas and mineral leases described on Exhibit "A" attached hereto (collectively, the "Leases"), including, without limitation, working interests, overriding royalty interests, royalty interests and any other interests of a similar nature (collectively, the "Lands").

(b) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases (collectively, the "Units").

(c) The oil and gas wells located on the Leases, Lands or Units, including those described on the attached Exhibit "A" hereto (collectively, the "Wells").

(d) The tangible personal property, tools, machinery, materials, pipelines, gas plants, gathering systems (INCLUDING BUT NOT LIMITED TO ALL RIGHT, TITLE AND INTEREST OWNED BY BASE LINE GATHERING LTD), equipment, fixtures and improvements, that are attributable to the Leases, Lands, Wells and/or Units, or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto (collectively, the "Equipment").

(e) The licenses, bonds, permits, contracts, agreements and other instruments owned by Assignors as same concern or relate to the Leases, Lands, Wells, Units and/or Equipment, or the operation thereof, including, without limitation, oil, gas and condensate purchase and sale contracts; permits, rights-of-way, easements, licenses, and surface leases; farmin and farmout agreements; division orders and transfer orders; bottomhole agreements, dry hole agreements and acreage contribution agreements; area-of-mutual interest agreements; water disposal agreements; operating agreements; balancing agreements; unit agreements, pooling agreements, pooling orders and communitization agreements; processing, gathering, compression and transportation agreements; facilities or equipment leases relating thereto or used or held for use in connection with the ownership or operation thereof or with the production, treatment, sale or disposal of hydrocarbons; and all other contracts and agreements related to the Leases, Lands, Wells, Units and/or Equipment.

(f) All payments, and all rights to receive payments, with respect to the ownership of the production of hydrocarbons from or the conduct of operations on the Leases, Lands, Wells and/or Units.

TO HAVE AND TO HOLD the same unto Assignee, their successors and assigns, forever, subject to the following terms and conditions:

Assignees shall protect, defend, indemnify and hold Assignor harmless from and against any and all losses, costs (including litigation costs, Attorney Fees and/or fines or penalties), expenses, claims, demands, causes of action and liabilities, of every kind and character, (including, without limitation, environmental liabilities and remediation costs), and any and/or all claims for damages, injuries, wrongful death or any other relief, regardless of when such claims arise and whether or not arising from or contributed to be the negligence in any form of Assignor, that are based on, created by, arise out of, are incident to or result from the ownership, use, occupation, maintenance, operation and/or abandonment of the property by Assignor or Assignees, or their contractors or subcontractors.

Except as otherwise herein provided, this Assignment and Bill of Sale is made, executed and delivered "AS IS, WHERE IS." This express statement is exclusive and is in lieu of all other representations, warranties, or covenants of title which are express, implied or statutory. It is the intent of Assignors to quitclaim any interests owned. ASSIGNORS HAVE NOT MADE AND EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (A) THE TITLE TO SUCH INTERESTS, (B) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, (C) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (D) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (E) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (F) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF ASSIGNORS THAT THE INTERESTS, INCLUDING PERSONAL PROPERTY, EQUIPMENT AND FIXTURES ARE HEREBY CONVEYED TO BUYER IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS.

IN WITNESS WHEREOF, this instrument is executed the 27th day of OCTOBER, 2020 but shall be effective as of the 1st day of November, 2020.

ASSIGNORS:

Walker Energy LLC

By: Esther L. Walker
Esther L. Walker – Managing Member

Petron Development Company

By: Ronald S. Walker
Ronald S. Walker – President

Base Line Gathering LTD

By: Ronald S. Walker
Ronald S. Walker – President of Petron Development

Esther L. Walker
Esther L. Walker, Individually and as Personal Representative of the Estate of Donald S. Walker, Deceased

ASSIGNEE:

Duke Gas Company LLC

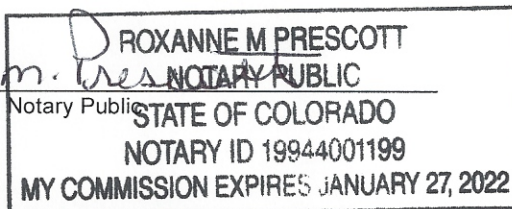
By: Benny L. Cantrell
Benny L. Cantrell – Managing Member

STATE OF COLORADO }
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 27th day of OCTOBER, 2020 by Esther L. Walker, on behalf of Walker Energy LLC.

My Commission Expires: 01/27/2022

Roxanne M. Prescott



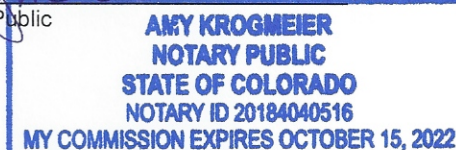
STATE OF COLORADO }
COUNTY OF ~~ARAPAHOE~~ } Yuma

The foregoing instrument was acknowledged before me this 27 day of October, 2020 by Ronald S. Walker, on behalf of Petron Development Company, a Colorado Corporation Van A. Horsley.

My Commission Expires: 10-15-2022

Amy Krogmeier

Notary Public



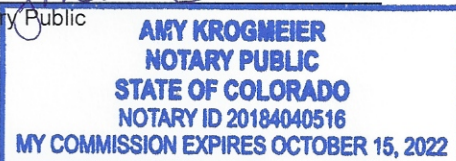
STATE OF COLORADO }
COUNTY OF ~~ARAPAHOE~~ } Yuma

The foregoing instrument was acknowledged before me this 27 day of October, 2020 by Ronald S. Walker, on behalf of Base Line Gathering LTD.

My Commission Expires: 10-15-2022

Amy Krogmeier

Notary Public



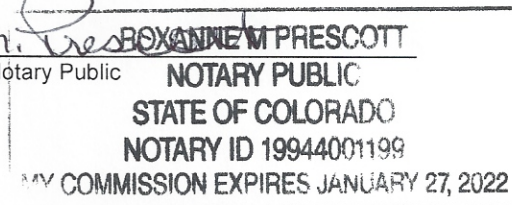
STATE OF COLORADO }
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 27th day of OCTOBER, 2020 by Esther L. Walker, signing Individually and as Personal Representative of the Estate of Donald S. Walker, Deceased.

My Commission Expires: 01/27/2022

Roxanne M. Prescott

Notary Public



STATE OF COLORADO }
COUNTY OF YUMA }

The foregoing instrument was acknowledged before me this 27 day of October, 2020 by Benny L. Cantrall, on behalf of Duke Gas Company LLC.

My Commission Expires: 10-15-2022

Amy Krogmeier

Notary Public

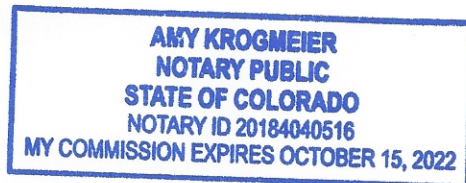


EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT PARTICULAR ASSIGNMENT AND BILL OF SALE BY AND BETWEEN WALKER ENERGY LLC, ET AL, AND DUKE GAS COMPANY LLC,

DATED NOVEMBER 1, 2020

LEASES			
LESSOR	LESSEE	DATE	RECORDING
THOMAS C. ALLISON AND FLORENCE D. ALLISON	JOHN H. ABERCROMBIE JR.	2/14/81	BK 564, PG 95
STATE BOARD OF LAND COMMISSIONERS	DREILING DRILLING, INC.	5/18/72	BK 484, PG 317
WALTER J. PETERS	DONALD S. WALKER	2/2/82	BK 581, PG 423
MRS. FRIEDA QUICK	JOHN H. ABERCROMBIE JR.	2/2/81	BK 564, PG 105
DONALD T. BRUEGEMAN	DONALD S. WALKER	2/2/82	BK 582, PG 395

RIGHTS - OF - WAY AND EASEMENTS			
GRANTOR	GRANTEE	DATE	RECORDING
HENRY LEE DICKSON	DONALD S. WALKER	4/9/90	BK 682, PG 527
LEE DICKSON TRUSTEE	DONALD S. WALKER	4/9/90	BK 682, PG 528
FRANK A. CANTRALL & OPAL G. CANTRALL	DONALD S. WALKER	3/30/90	BK 682, PG 529

WELLS		
WELL NAME	DESCRIPTION	API #
ALLISON #1-9	T1S - R45W SEC 9: SE/4	05-125-06776
ARCO STATE #4-16	T1S - R45W SEC 16: SW/4	05-125-06817
CANTRALL #1-22	T1S - R45W SEC 22: SE/4	05-125-06791
BRUEGEMAN #1-23	T1S - R45W SEC 23: NW/4	05-125-06809
QUICK-PETERS #1-23	T1S - R45W SEC 23: SW/4	05-125-06756

EQUIPMENT		
TYPE	LOCATION	SCHEDULE #
BASELINE GATHERING, GAS PERSONAL PROPERTY	T1S-R45W SEC 9,10,22,23,26,27	G905004
ALLISON 1-9, WELL EQUIPMENT	T1S - R45W SEC 9: SESE	L900971
ARCO STATE 4-16, WELL EQUIPMENT	T1S - R45W SEC 16: SESW	L900973
BRUEGEMAN 1-23, WELL EQUIPMENT	T1S - R45W SEC 23: SWNW	L900974
CANTRALL #1-22, WELL EQUIPMENT	T1S - R45W SEC 22: SESE	L900975
QUICK PETERS 1-23, WELL EQUIPMENT	T1S - R45W SEC 23: SWSW	L900976