

POSTED
DATE 3-15-22
A.M. 1:17 P.M.
Michelle Reynolds
BY Ke Deputy

FILED
MICHELLE REYNOLDS
COUNTY CLERK
SOMERVELL CO., TEXAS

2022 MAR 15 PM 1:12

DEPUTY

BY Ke

NOTICE OF SALE

STATE OF TEXAS

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COUNTY OF SOMERVELL

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Under and by virtue of the power of sale contained in a certain Deed of Trust executed by Brazos Bend Materials, LLC, Grantor, to Dennis Engler, Esquire, Trustee, dated October 22, 2021, and recorded in Somervell of the Real Property Records of Somervell County, Texas; and under and by virtue of the authority vested in the undersigned, Dennis Engler, Esquire, as Trustee, and default having been made in the payment of the indebtedness thereby secured and the said Deed of Trust being by the terms thereof subject to foreclosure, and the holder of the indebtedness thereby secured and having demanded a foreclosure thereof for the purpose of satisfying said indebtedness, the undersigned Trustee will offer for the sale at public auction to the highest bidder for cash at the steps of the Somervell County Courthouse at 1:00 p.m. on April 5, all the property conveyed in said Deed of Trust, which property as of April 5, 2022 was owned by Last Chance Redi-Mix, LLC, the same lying and being in Somervell County, Texas, and more particularly described as follows:

Described in Exhibit "A"

Described in Exhibit "B"

The property is to be sold subject to any city or county ad valorem taxes and any special assessments that are a lien against the premises.

The Trustee, after sale, shall require the highest bidder immediately make a cash deposit of One Hundred Percent (100%) of the amount of his or her bid.

The Notice of Sale hereby given is in satisfaction of the requirements of the aforementioned Deed of Trust and the requirements contained in Section 51 of the Texas Property Code with respect to posting or publishing notice of sale.

Time and Place: 1:00 p.m. on April 5, 2022 at the steps of the Somervell County Courthouse, Texas

Terms: Cash or Cashier's Check to be Presented within One (1) hour of Purchase.

This is the Fourteenth day of March, 2022.

/s/Dennis Engler
Dennis Engler, Esquire, Trustee
Phone: 940-218-6631

SALE AND ASSIGNMENT OF MINING LEASE WITH VENDOR'S LIEN

STATE OF TEXAS

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COUNTY OF SOMERVELL

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THIS SALE and ASSIGNMENT OF MINING LEASE (the "Sale and Assignment") is made and entered into effective as of October 22, 2021 (the "Effective Date") by and among LAST CHANCE REDI-MIX LLC, a Texas limited liability company ("Assignor" and "Grantor"), and BRAZOS BEND MATERIALS, LLC, a Texas limited liability company ("Assignee" and "Grantee").

WHEREAS, Assignor (as successor Lessee by assignment from BURNGO TEXAS, LLC, a Texas limited liability company, and through its predecessor in interest, Red River Aggregates, LLC) and RATLIFF TIRE COMPANY, Lessor are parties to that certain Mining Lease dated as of June 1, 2012, as amended from time to time, (the "Ratliff Tire Company Lease") on property in Somervell County, Texas, the property description to which is exhibited hereto in true copies of that certain deed to Lessor, attached as Exhibit A and incorporated herein by reference;

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, for good and valuable consideration the receipt of which is hereby acknowledged, Assignors' full interest in the Lease; and

WHEREAS, Assignee desires to accept the assignment and transfer of the Lease.

NOW THEREFORE, in consideration of the promises and the agreements contained herein, Assignor and Assignee hereby agree as follows:

LAST CHANCE REDI-MIX LLC, now Grantor, in consideration of the sum of One Million Dollars (\$1,000,000.00) paid on the Effective Date and other good and valuable consideration, and the further consideration of the execution and delivery by BRAZOS BEND MATERIALS, LLC, now Grantee, of a promissory note ("Note") payable to the order of Grantor, in the principal amount of Five Hundred Thirty Thousand Dollars (\$530,000.00), secured by a vendor's lien and additionally secured by a Leasehold Deed of Trust executed by Grantee to Dennis Engler, as Trustee for the benefit of Grantor, covering, among other things, the Leasehold Estate, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to Grantee, the Leasehold Estate in real property in Somervell County, Texas, fully described in Exhibit A, together with (1) all buildings, structures, fixtures, and improvements located on, in, or under the real property and (2) all of Grantor's right, title, and interest in and to the appurtenances to the real property, including but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, through, or adjoining the real property; all sand and gravel ("minerals") under the real property; all strips and gores between the described real property and abutting properties; and all utility, access, and mining rights within the scope and terms of the Lease (collectively, "Leasehold Estate").

This Sale and Assignment of Mining Lease with Vendor's Lien and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Leasehold Estate (collectively, "Permitted Exceptions"). This sale and

assignment is also being made by Grantor and accepted by Grantee subject to tax proration for the year 2021.

TO HAVE AND TO HOLD the Leasehold Estate, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Leasehold Estate to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

SPECIAL WARRANTY. GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE TO THE LEASEHOLD ESTATE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

Vendor's Lien. But it is expressly agreed that a vendor's lien, as well as superior title in and to the Leasehold Estate, is retained against the Leasehold Estate in favor of Grantor, its successors, and its assigns until the entire principal balance of the Note and all interest are fully paid according to its terms, when this sale and assignment will become absolute.

Agreement to Be Bound. Assignee accepts such assignment and transfer of the Lease and all of Assignor's rights, title and interest in, and, except as otherwise provided herein, obligations arising with respect to the Lease, and agrees to be bound by the terms and conditions of the Lease from and after the Effective Date, including without limitation with respect to any obligation of Assignor to pay overriding royalty interests. Assignor shall remain responsible for all obligations arising with respect to the leases prior to the Effective Date.

Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to Assignee:

- (a) As of the date of this Sale and Assignment, Assignor is the holder of record and owns beneficially all of the interests being sold, assigned and transferred pursuant to this Sale and Assignment free and clear of any liens.
- (b) Assignor has full legal capacity to execute and deliver this Sale and Assignment and to sell, assign and transfer the interests hereunder. This Sale and Assignment is, and upon consummation, will be duly and validly executed and delivered by Assignor and constitutes a valid and binding obligation of Assignor, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) the effect of rules of law governing the availability of equitable remedies.
- (c) As of the Effective Date, Assignor is in full compliance with all of its duties and obligations under the Lease and there are no conditions or circumstances, known or

unknown, which will constitute or give rise to a breach of any requirement of the Lease in the future.

Representations and Warranties of Assignee. Assignee hereby makes the following representations and warranties to Assignor:

- (a) Assignee has full legal capacity to execute and deliver this Sale and Assignment and to purchase the interests of Assignor in the Lease. This Sale and Assignment, is and upon consummation, will be duly and validly executed and delivered by Assignee and constitutes a valid and binding obligation of Assignee enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) the effect of rules of law governing the availability of equitable remedies.
- (b) Assignee accepts the assignment of Assignor's interest in the Lease, as amended and agrees to be bound by and conform to its provisions and requirements from and after the Effective Date.

Royalties. Assignee shall pay royalties monthly to Lessor on the following basis:

- a. \$2.00 per ton for washed material, less overrides; and
- b. \$1.40 per ton for other material, less overrides.

Prepaid Royalties. Assignee hereby acknowledges that it shall pay Lessor the minimal sum of \$1,000.00 per month. Said minimal royalty payments shall commence upon execution of this Sale and Assignment on October 22, 2021 and shall continue thereafter and payable monthly (the "Prepaid Royalties").

Assignor's Personal Property. Assignor shall retain its personal property and same is not a part of this Sale and Assignment of Leasehold Estate. Assignor's personalty is listed on Exhibit B.

Further Acts. Assignor and Assignee agree to execute any further instruments or perform any acts which are or may become reasonably necessary to carry out the intent of this Sale and Assignment.

The Lease. Except as otherwise provided in this Sale and Assignment, the Lease shall remain valid and in full force and effect according to its respective terms.

Memorandum. The parties agree that this Sale and Assignment will not be filed of record, but that, instead, the parties may sign and file a Memorandum of Sale and Assignment of Mining Lease with Vendor's Lien and Leasehold Deed of Trust in the Official Property Records of Somervell County, Texas.

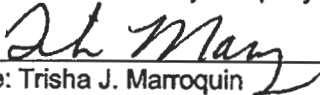
Governing Law; Counterparts. This Sale and Assignment will be governed by and construed under the laws of the State of Texas. It may be executed in counterpart(s) transmitted via facsimile, and all executed counterparts, when taken together, shall constitute sufficient proof of the parties' entry into this Sale and Assignment.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Sale and Assignment on the Effective Date.

GRANTOR and ASSIGNOR:

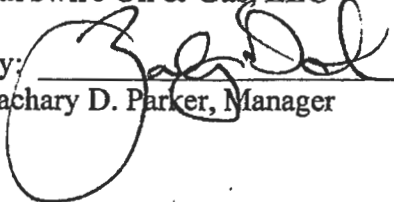
LAST CHANCE REDI-MIX, LLC,
a Texas limited liability company

By: 
Name: Trisha J. Marroquin
Title: Managing Member

GRANTEE and ASSIGNEE:

BRAZOS BEND MATERIALS, LLC
a Texas limited liability company

Barbwire Oil & Gas, LLC

By: 
Zachary D. Parker, Manager

STATE OF TEXAS

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COUNTY OF SOMERVELL

On this ^{22nd} day of ~~October~~ ^{November}, 2021, personally appeared before me Trisha J. Marroquin, who being by me duly sworn, did affirm and say that she is the Managing Member of LAST CHANCE REDI-MIX, LLC, a Texas limited liability company, and that said instrument was signed by her on behalf of said entity and in the capacity indicated.

SEAL



Angela Green
Notary Public, State of Texas
My Commission Expires: 9/29/2024

STATE OF TEXAS

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COUNTY OF SOMERVELL

On this ___ day of November, 2021, personally appeared before me Zachary D. Parker, who being by me duly sworn, did affirm and say that he is the Manager of BRAZOS BEND MATERIALS, LLC, a Texas limited liability company, and that said instrument was signed by him on behalf of said entity and in the capacity indicated.

SEAL

Traci Nelson
Notary Public, State of Texas
My Commission Expires: 8/30/2022



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VOL 0128 PAGE 053

CF #: SH(1947)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 16, 2004

Grantor: ERWIN LYNWOOD MILLER, as his sole and separate property

Grantor's Mailing Address (including county): P.O. Box 539, Ranger, TX 76470

Grantee: RATLIFF TIRE COMPANY

Grantee's Mailing Address (including county): P.O. Box 40, Rainbow, TX 76077

Consideration:
TEN AND 00/100 (\$10.00) DOLLARS and a note of even date herewith in the principal amount of ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$127,500.00) DOLLARS, executed by Grantee herein, made payable to the order of FIRST NATIONAL BANK. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to JOHN POWER, Trustee.

Property (including any improvements):

Parcel No 6 of the Davis partition of the 3 tracts conveyed to Marvin S. Davis by the following: a 14 1/2 acre tract described in a deed recorded in Volume 45, Page 100, a 60 acre tract described in a deed recorded in Volume 50, Page 300, and a 20 acre tract described in a deed recorded in Volume 69, Page 221 of the Deed Records of Somervell County, Texas. Moreover and more specifically said Parcel 6 being a part of the said Davis 60 and 20 acre tracts, same being a part of Block 4 of the Milam County School Land Survey, A-135 of said County and being more fully described as follows: All bearings and coordinates are based on the Texas State Coordinates System, North Central Zone, 1993 Datum. All distances are horizontal measure and a 0.9999286 multiplier is used to convert to equivalent ground length. All 5/8" irons set have a plastic cap stamped "RPS-314".

COMMENCING at a 5/8" iron set in the remains of an Old Rock Mound at the common North corner of Blocks 1 & 3 of the said School Land Survey, same being the northeast corner of the said Davis 14 1/2 acres and from said iron to rock mound a 28" live oak tree (taken to be the original Witness Tree), bears S 26-41 E 38-88 feet. Thence run S 30-07-55 E a distance of 2641.57 feet and S 58-08-29 W a distance of 2285.89 feet and S 57-48-16 W a distance of 524.09 feet to a 5/8" iron set for the southeast and beginning corner of the tract being described here and having coordinates

Warranty Deed With Vendor's Lien - Page 1

GI #: 3310478

of N 6,786,533.85 E 2,209,294.84 feet, same being the common southerly corner of Parcels 5 and 6 in the North line of County Road 304. From said beginning corner a 6" Concrete Monument with an Aluminum Cap stamped "RPS-314 No. 1410", set at the common South corner of Block 3 and 4 of said School Land Survey, bears N 57-48-16 E a distance of 524.09 feet and from said monument a 34" Post Oak (taken to be the original Witness Tree), bears S 58-08-29 W a distance of 36.11 feet.

THENCE South 57-48-16 West with a fence and the North line of said County Road a distance of 231.66 feet to a 5/8" iron set at the common South corner of Parcels 6 and 7 and having coordinates of N 6,786,410.43 E 2,209,098.81 feet.

THENCE North 32-11-44 West with the common line of said Parcels 6 and 7 a distance of 550.00 feet to a 5/8" iron set for an Ell corner of the tract being described herein and the northeast corner of said parcel 7 and having coordinates of N 6,786,875.83 E 2,208,805.79 feet.

THENCE South 57-48-16 West along the common line of said Parcels 6 and 7 a distance of 814.24 feet to a 5/8" iron set at Ell corner of the tract being described herein and the northwest corner of said Parcel 7 and having coordinates of N 6,786,442.02 E 2,208,116 80 feet.

THENCE South 32-11-44 East with the common line of said Parcels 6 and 7 a distance of 550.00 feet to a 5/8" iron set where the North line of said County Road intersects the North line of FM Road 200, said point being in a curve to the left having a radius of 348.31 feet, same being the southwest corner of said Parcel 7 and having coordinates of N 6,785,976 63 E 2,208,409.82 feet.

THENCE, continuing with the North line of said FM Road 200 in a southwesterly direction and with said curve to the left an Arc distance of 112.43 feet (Long Chord = S 67-13-55 W 111.95 feet), to a 6" Wood Post at the beginning of a fence. Thence South 57-59-05 West, at 1.00 feet pass a 5/8" iron set for a reference, a 536.15 feet pass a 2" Pipe Fence Post for a reference, in all a distance of 543.86 feet to a 5/8" iron set where the North line of said FM Road 200 intersects the East line of County Road 300, same being the southwest corner of the said Davis 20 acres and southwest corner of the tract being described herein and having coordinates of N 6,785,645.00 E 2,207,845.49 feet.

THENCE North 30-51-22 West, with the West line of the said Davis 20 acre tract and the East line of said County Road 300, at 9 06 feet pass a 2" Pipe Fence Post for a reference, in all a distance of 1382 15 feet to a 3/8" iron found in place at a fence corner being the southwest corner of a 2.00 acre tract conveyed to Eugene S and Larry D. Ratliff by deed recorded in Volume 97, Page 72, Deed Records of said county and having coordinates of N 6,786,831.43 E 2,207,136.65 feet.

THENCE North 56-42-22 East, with the South line of said Ratliff 2.00 acre tract and with fence, a distance of 402 40 feet to a 5/8" iron found in place at southeast corner of said Ratliff 2.00 acre tract and a corner of the tract being described herein and having coordinates of N 6,787,052.31 E 2,207,472 98 feet

GF * Sm 104TK

THENCE North 31-03-26 West, with the East line of said Ratliff 2.00 acre tract and with a fence, a distance of 208.71 feet to a 5/8" iron found in place at the northeast corner of said Ratliff 2.00 acre tract, same being in the common line of the said Davis 20 acre tract and a 50 acre tract conveyed to M.W. Ratliff, et ux by deed recorded in Volume 27, Page 531, Deed Records of Said County and being the most northerly West corner of the tract being described herein and having coordinates of N 6,787,231.09 E 2,207,365.32 feet.

THENCE with the common line between said Ratliff 50 acres tract and said Davis 60 acre tract and with an old fence, North 57-05-12 East a distance of 1251.27 feet to a 5/8" iron set at the common North corner of Parcels 4 and 6 and having coordinates of N 6,787,910.94 E 2,208,415.67 feet.

THENCE South 32-33-19 East with the common line of Parcels 4 and 6, at 1344.12 feet pass a 5/8" non set for the common westerly corner of Parcels 4 and 5, in all a distance of 1633.92 feet to the BEGINNING AND CONTAINING 50.00 acres.

Reservations From and Exceptions to Conveyance and Warranty:

- a. Any portion of subject property lying within the boundaries of any public or private roadway and/or highway
- b. Any and all easements, conditions, restrictions, and reservations, if any, relating to the above described property to the extent and only to the extent the same may still be in force and effect, shown of record in the Office of the County Clerk of Somervell County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold unto Grantee, Grantee's heir, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

VOT0128 PAGE 056

GFR: SUIHT*

For and in consideration of the advancement in cash by FIRST NATIONAL BANK of that portion of the purchase price of said property as is evidenced by said Note, Grantor does hereby transfer and assign unto FIRST NATIONAL BANK the vendor's lien against said property and superior title thereto to secure the payment of said Note, without recourse.

Erwin Lynwood Miller
ERWIN LYNWOOD MILLER

(Acknowledgment)

STATE OF TEXAS
COUNTY OF SOMERVELL

This instrument was acknowledged before me on the 11 day of June, 2004, by ERWIN LYNWOOD MILLER.



Mira J. Rippetoe
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RATLIFF TIRE COMPANY
PO BOX 40
RAINBOW, TEXAS 76077

PREPARED IN THE LAW OFFICE OF:

K.C. SHANE
1005 BIG BEND TRAIL, STE 2
GLEN ROSE, TEXAS 76043

This Document has been received by this Office for Recording into the Official Public Records. We do not discriminate due to Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS COUNTY OF SOMERVELL
11 JUN 2004 10:28 AM REC
M. S. Baas



Candra Gunt
COUNTY CLERK
SOMERVELL COUNTY, TEXAS
BY VF Deputy

SALE AND ASSIGNMENT OF MINING LEASE WITH VENDOR'S LIEN

STATE OF TEXAS

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COUNTY OF SOMERVELL

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THIS SALE and ASSIGNMENT OF MINING LEASE (the "Sale and Assignment") is made and entered into effective as of October 22, 2021 (the "Effective Date") by and among LAST CHANCE REDI-MIX LLC, a Texas limited liability company ("Assignor" and "Grantor"), and BRAZOS BEND MATERIALS, LLC, a Texas limited liability company ("Assignee" and "Grantee").

WHEREAS, Assignor (as successor Lessee by assignment from BURNGO TEXAS, LLC, a Texas limited liability company, and through its predecessor in interest, Red River Aggregates, LLC) and EUGENE RATLIFF, Lessor are parties to that certain Mining Lease dated as of June 1, 2012, as amended from time to time, (the "Eugene Ratliff Lease") on property in Somervell County, Texas, the property description to which is exhibited hereto in true copies of that certain deed to Lessor, attached as Exhibit A and incorporated herein by reference;

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, for good and valuable consideration the receipt of which is hereby acknowledged, Assignors' full interest in the Lease; and

WHEREAS, Assignee desires to accept the assignment and transfer of the Lease.

NOW THEREFORE, in consideration of the promises and the agreements contained herein, Assignor and Assignee hereby agree as follows:

LAST CHANCE REDI-MIX LLC, now Grantor, in consideration of the sum of One Million Dollars (\$1,000,000.00) paid on the Effective Date and other good and valuable consideration, and the further consideration of the execution and delivery by BRAZOS BEND MATERIALS, LLC, now Grantee, of a promissory note ("Note") payable to the order of Grantor, in the principal amount of Five Hundred Thirty Thousand Dollars (\$530,000.00), secured by a vendor's lien and additionally secured by a Leasehold Deed of Trust executed by Grantee to Dennis Engler, as Trustee for the benefit of Grantor, covering, among other things, the Leasehold Estate, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to Grantee, the Leasehold Estate in real property in Somervell County, Texas, fully described in Exhibit A, together with (1) all buildings, structures, fixtures, and improvements located on, in, or under the real property and (2) all of Grantor's right, title, and interest in and to the appurtenances to the real property, including but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, through, or adjoining the real property; all sand and gravel ("minerals") under the real property; all strips and gores between the described real property and abutting properties; and all utility, access, and mining rights within the scope and terms of the Lease (collectively, "Leasehold Estate").

This Sale and Assignment of Mining Lease with Vendor's Lien and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Leasehold Estate (collectively, "Permitted Exceptions"). This sale and

assignment is also being made by Grantor and accepted by Grantee subject to tax proration for the year 2021.

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Agreement to Be Bound. Assignee accepts such assignment and transfer of the Lease and all of Assignor's rights, title and interest in, and, except as otherwise provided herein, obligations arising with respect to the Lease, and agrees to be bound by the terms and conditions of the Lease from and after the Effective Date, including without limitation with respect to any obligation of Assignor to pay overriding royalty interests. Assignor shall remain responsible for all obligations arising with respect to the leases prior to the Effective Date.

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- (b) Assignor has full legal capacity to execute and deliver this Sale and Assignment and to sell, assign and transfer the interests hereunder. This Sale and Assignment is, and upon consummation, will be duly and validly executed and delivered by Assignor and constitutes a valid and binding obligation of Assignor, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) the effect of rules of law governing the availability of equitable remedies.
- (c) As of the Effective Date, Assignor is in full compliance with all of its duties and obligations under the Lease and there are no conditions or circumstances, known or

unknown, which will constitute or give rise to a breach of any requirement of the Lease in the future.

Representations and Warranties of Assignee. Assignee hereby makes the following representations and warranties to Assignor:

- (a) Assignee has full legal capacity to execute and deliver this Sale and Assignment and to purchase the interests of Assignor in the Lease. This Sale and Assignment, is and upon consummation, will be duly and validly executed and delivered by Assignee and constitutes a valid and binding obligation of Assignee enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) the effect of rules of law governing the availability of equitable remedies.
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- a. \$2.00 per ton for washed material, less overrides; and
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Assignor's Personal Property. Assignor shall retain its personal property and same is not a part of this Sale and Assignment of Leasehold Estate. Assignor's personalty is listed on Exhibit B.

Further Acts. Assignor and Assignee agree to execute any further instruments or perform any acts which are or may become reasonably necessary to carry out the intent of this Sale and Assignment.

The Lease. Except as otherwise provided in this Sale and Assignment, the Lease shall remain valid and in full force and effect according to its respective terms.

Memorandum. The parties agree that this Sale and Assignment will not be filed of record, but that, instead, the parties may sign and file a Memorandum of Sale and Assignment of Mining Lease with Vendor's Lien and Leasehold Deed of Trust in the Official Property Records of Somervell County, Texas.

Governing Law; Counterparts. This Sale and Assignment will be governed by and construed under the laws of the State of Texas. It may be executed in counterpart(s) transmitted via facsimile, and all executed counterparts, when taken together, shall constitute sufficient proof of the parties' entry into this Sale and Assignment.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Assignments of the Effective Date.

GRANTOR and ASSIGNOR:

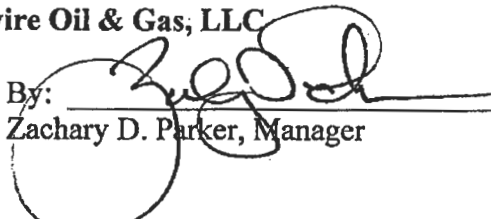
LAST CHANCE REDI-MIX, LLC,
a Texas limited liability company

By: 
Name: Trisha J. Marroquin
Title: Managing Member

GRANTEE and ASSIGNEE:

BRAZOS BEND MATERIALS, LLC
a Texas limited liability company

Barbwire Oil & Gas, LLC

By: 
Zachary D. Parker, Manager

STATE OF TEXAS

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§
§

COUNTY OF SOMERVELL

On this ^{2nd} day of ^{November} October, 2021, personally appeared before me Trisha J. Marroquin, who being by me duly sworn, did affirm and say that she is the Managing Member of LAST CHANCE REDI-MIX, LLC, a Texas limited liability company, and that said instrument was signed by her on behalf of said entity and in the capacity indicated.

SEAL



Angela Green
Notary Public, State of Texas

My Commission Expires: 9/29/2024

STATE OF TEXAS

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§
§

COUNTY OF SOMERVELL

On this ___ day of November, 2021, personally appeared before me Zachary D. Parker, who being by me duly sworn, did affirm and say that he is the Manager of BRAZOS BEND MATERIALS, LLC, a Texas limited liability company, and that said instrument was signed by him on behalf of said entity and in the capacity indicated.

SEAL

Traci Nelson
Notary Public, State of Texas

My Commission Expires: 8/30/2022



