

## ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") from AmRich, LLC, a Delaware limited liability company, and AmRich Energy, Inc., a Delaware corporation, both with offices at 2615 South Miller Street, Suite 107, Santa Maria, California 93455 (together, "Assignors"), to Berry Petroleum Company, a Delaware corporation, with offices at 1999 Broadway, Suite 3700, Denver, Colorado, 80202 ("Assignee"), is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m., Pacific time, April 1, 2012 (the "Effective Time").

### RECITALS

Assignors own certain undivided interests in and to the Assets (as defined below).

Pursuant to that certain Purchase and Sale Agreement between AmRich, LLC and Assignee dated June 20, 2012 (the "Agreement"), Assignors have agreed to assign to Assignee all of its right, title, and interest in and to the Assets.

It is the intent of Assignors to transfer, and the intent of Assignee to acquire, the Assets, subject to the Excluded Assets (as defined in Section 2 below) and the further terms and conditions of this Assignment and the Agreement.

Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, in consideration of the transactions contemplated in the Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ASSIGNMENT

**Section 1. Assignment.** Assignors, for and in consideration of the sum of Ten Dollars (\$10) cash and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby GRANT, BARGAIN, SELL, AND CONVEY, and by these presents have GRANTED, BARGAINED, SOLD, AND CONVEYED unto Assignee the following described real and personal properties, rights and interests located in Los Angeles County, California (collectively, the "Assets"):

(a) All of Assignors' right, title, interest, of every kind and nature, in, to and under the oil and gas leases described in Exhibit A-1 attached hereto (the "Leases"), covering the land described in Exhibit A-1 (the "Land"), whether or not such interests or land are accurately or completely described on Exhibit A-1, together with all the property and rights incident thereto.

(b) All of Assignors' right, title and interest in, to, under or derived from all operating agreements, pooling, communitization and unitization agreements, farmout agreements, joint venture agreements, product purchase and sale contracts, transportation, processing, treatment or gathering agreements, leases, permits, rights-of-way, easements, licenses, options, declarations, orders, contracts, and instruments in any way relating to the Leases or other Assets, including but not limited to those that are listed on Exhibit A-2 attached hereto (the "Contracts").

(c) All of Assignors' right, title and interest in and to the wells situated on the Leases and Land or on land pooled, communitized or unitized therewith, including without limitation the well described in Exhibit A-3 attached hereto (the "Wells"), together with all of Assignors' interests in and to all of the personal property, fixtures, improvements and other property, whether real, personal or mixed, as of the Effective Time on, appurtenant to or used by Assignors or obtained by Assignors in connection with the Leases, Land or Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto (collectively, the "Equipment"), including, without limitation, producing and non-producing wells, injection wells, disposal wells, well equipment, casing, tubing, tanks, generators, boilers, buildings, pumps, motors, machinery, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, field processing plants, field offices and other furnishings related thereto, equipment leases, trailers, and all other improvements or appurtenances thereunto belonging, the material items of which are listed on Exhibit A-4 attached hereto to the extent related to Wells or Equipment operated by Assignors.

(d) All of Assignors' mineral interests, net profits interests, operating interests, reversionary interests and other interests owned by Assignors in and to the Land and the Leases or in or attributable to production therefrom, and all rights, properties and interests of Assignors relating to such interests; reserving, however, unto AZD, Ltd an overriding royalty interest in the Leases equal to the positive difference, if any, between twenty percent (20%) and the sum all royalties and other burdens on the Leases as of the date of this Assignment ("Assignors' Reserved ORI");

(e) All of Assignors' right, title and interest in and to the oil and gas and associated hydrocarbons ("Oil and Gas") in and under or otherwise attributable to the Leases and Land or produced from the Wells on and after the Effective Time.

(f) To the extent assignable, all permits, licenses, authorizations, franchises, orders, exemptions, variances, waivers, certificates, consents, rights and privileges issued by any federal, state, local, municipal, or other government, or governmental, regulatory or administrative agency, commission, body, arbitrator or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or court or governmental tribunal, as well as any applications for the same, related to the Leases, Land and Wells or the use thereof.

(g) All of the files, records, and data of Assignors relating to the items described in subsections (a), (b), (c), (d), (e) and (f) above (the "Records"), including, without limitation, lease records, well records, and division order records; well files and prospect files; title records (including abstracts of title, title opinions and memoranda, and title curative

documents related to the Leases and Wells); contracts and contract files; correspondence; data files; micro-fiche data files; geological, geophysical and seismic records, interpretations, data, maps and information; production records, electric logs, core data, pressure data, decline curves and graphical production curves; reserve reports; and accounting records, to the extent only that the Records can be transferred without violation of any third-party restriction and are not protected by Assignors' attorney-client privilege.

It is the intent of Assignors to convey and this Assignment hereby conveys to Assignee, all of Assignors' right, title, and interest, from and after the Effective Time, in and to all of the Assets, regardless of the omission of any lease or leases, errors in description or specification of any interests in any of the Assets, any incorrect or misspelled names or any transcribed or incorrect recording references.

Assignors also hereby grants and transfers to Assignee, its successors and assigns, the right to enforce, to the extent so transferable, the benefit of the covenants and warranties, if any, which Assignors is entitled to enforce with respect to Assignors' predecessors in title to the Assets.

EXCEPTING AND RESERVING to Assignors, however, the Excluded Assets (as defined below).

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the terms and conditions of this Assignment.

**Section 2. Excluded Assets.** Notwithstanding anything to the contrary in Section 1 or elsewhere in this Assignment, the Assets shall not include any assets, rights or properties listed on Exhibit B hereto.

**Section 3. Special Warranty.** Assignors warrant title to the Assets, unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under Assignors, but not otherwise. **EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ASSIGNORS MAKE NO, AND EXPRESSLY DISCLAIM AND NEGATE ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO ANY OF THE ASSETS.** Assignors hereby assign to Assignee all rights, claims, and causes of action on title warranties given or made by Assignors' predecessors (other than Affiliates of Assignors), and Assignee is specifically subrogated to all rights which Assignors may have against their predecessors (other than Affiliates of Assignors), to the extent Assignors may legally transfer such rights and grant such subrogation.

**Section 4. Disclaimer of Other Warranties.** Except as specifically represented otherwise in the Agreement, **ASSIGNORS MAKE NO, AND EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, CONCERNING OR RELATING TO THE ASSETS, ASSIGNORS, OR MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS REPRESENTATIVES OR EMPLOYEES IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN, AND FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF**

**MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE AGREEMENT, THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS.**

**Section 5. Further Assurances.** From and after the date hereof, Assignors, without further consideration, will use their reasonable good faith efforts to execute, deliver and (if applicable) file or record, or cause to be executed, delivered and filed or recorded, such good and sufficient instruments of conveyance and transfer, and take such other action as may be reasonably required of Assignors to effectively vest in Assignee beneficial and record title to the Assets conveyed pursuant hereto and, if applicable, to put Assignee in actual possession of such Assets. After the date of this Assignment, Assignors and Assignee shall, without further consideration, execute, deliver and (if applicable) file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions, as may be reasonably required of Assignors or Assignee to accomplish the conveyance and transfer of the Assets and otherwise consummate the transactions contemplated by this Assignment and the Agreement, and shall send all required notices with respect to the Assets.

**Section 6. Assignment Subject to Agreement.** This Assignment is expressly subject to the terms and conditions of the Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. The Agreement contains certain representations, warranties, covenants and agreements between the parties, some of which may survive the delivery of this Assignment, as more particularly provided for therein. Nevertheless, third parties may conclusively rely on this Assignment to vest title to the Assets in Assignee.

**Section 7. Successors and Assigns.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 8. Titles and Captions.** All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

**Section 9. Governing Law.** This Assignment shall be construed in accordance with, and governed by, the laws of the State of California without regard to principles of conflicts of law.

**Section 10. No Oral Change.** This Assignment may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

**Section 11. Severability.** If any provision of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law.


**Section 12. Counterparts.**

(a) This Assignment may be executed in any number of counterparts, and by different Parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

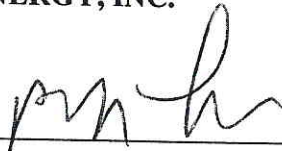
(b) To facilitate recordation, there may be omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the Effective Date.

**ASSIGNORS:  
AMRICH, LLC**

By:   
Name: Richard Lee  
Title: Vice President

**AMRICH ENERGY, INC.**

By:   
Name: Richard Lee  
Title: Vice President

**ASSIGNEE:  
BERRY PETROLEUM COMPANY**

By: \_\_\_\_\_  
Name: Michael Duginski  
Title: Executive Vice President & Chief Operating Officer

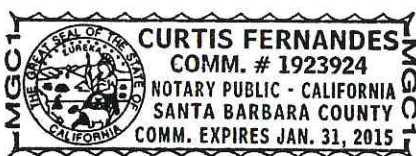
**ACKNOWLEDGEMENTS**

State of California        )  
  )  
County of Santa Barbara )

On June 29, 2012 before me, **Curtis Fernandes**, notary public, personally appeared **Richard H. Lee**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Curtis Fernandes

**ACKNOWLEDGEMENTS**

State of California        )  
  )  
County of Santa Barbara )

On June 29, 2012 before me, **Curtis Fernandes**, notary public, personally appeared **Richard H. Lee**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.



Signature Curtis Fernandes

**EXHIBIT A-1 TO ASSIGNMENT AND BILL OF SALE**

**(See Attached)**



**EXHIBIT (A)-1  
Leases**

**LOS ANGELES COUNTY, CALIFORNIA**

<b><u>LEASE DATE</u></b>	<b><u>LESSOR</u></b>	<b><u>LESSEE</u></b>	<b><u>RECORDING DATE</u></b>	<b><u>RECORDED DOC. NO.</u></b>
10-12-11	SCI DOCKWEILER, LLC, a California limited liability company	AmRich Energy, LLC, a Delaware limited liability company and AmRich Energy, Inc. <b>APN: 2833-003-084</b>	11-10-11	2011-1527703
10-12-11	PETRO RESOURCES, INC., a Texas corporation and SANDRA RILEY, individually, and as Executor of the Estate of James C. Riley, deceased	AmRich Energy, LLC, a Delaware limited liability company and AmRich Energy, Inc. <b>APN: 2833-019-10,16, 19, 20; 2833-018-21; 2833-023-31</b>	11-10-11	2011-1527704

**Correction Document**

<b><u>LEASE DATE</u></b>	<b><u>LESSOR</u></b>	<b><u>LESSEE</u></b>	<b><u>RECORDING DATE</u></b>	<b><u>RECORDED DOC. NO.</u></b>
10-12-11	SCI DOCKWEILER, LLC, a California limited liability company	AmRich, LLC, a Delaware limited liability company and AmRich Energy, Inc. <b>APN: 2833-003-084</b>	1-12-12	2012-0057629
10-12-11	PETRO RESOURCES, INC., a Texas corporation and SANDRA RILEY, individually, and as Executor of the Estate of James C. Riley, deceased	AmRich, LLC, a Delaware limited liability company and AmRich Energy, Inc. <b>APN: 2833-019-10,16, 19, 20; 2833-018-21; 2833-023-31</b>	1-12-12	2012-0057628

**Federal Lease**

9-1-78	USA Lease CACA-4969,	Chevron, USA Section 1: Lots 3 & 4, Township 3 North, Range 16 West, S.B.B.M <b>APN: 2833-018-017 &amp; 022</b>	Not Recorded
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**EXHIBIT A-2 TO ASSIGNMENT AND BILL OF SALE**

**(See Attached)**

**EXHIBIT A-2  
Contracts**

1. Mineral Redevelopment Agreement By and between Petro Resources, Sandra Riley, individually and as Executor of the Estate of James C. Riley, SCI Dockweiler, LLC, Amrich Energy, Inc. and Amrich, LLC, signed on October 12, 2011.

2. Pending Injection Permits with DOGGR

Pool: Lower Kraft, Sect 1, T3N, R16W					
API number	Well Name	Well No.	Well Class	Lat	Long
<u>03722038</u>	York	5R	Water Disposal (WD)	34.379065	-118.502718
<u>03711755</u>	York	8R	WD	34.376049	-118.501981
<u>03722039</u>	York	14R	WD	34.378172	-118.502859
<u>03722040</u>	York	26R	WD	34.376940	-118.502725

3. Surface Use Agreement by and between Petro Resources, Inc., Amrich Energy, Inc. and Amrich, LLC, signed on June \_\_, 2012.

**EXHIBIT A-3 TO ASSIGNMENT AND BILL OF SALE**

**(See Attached)**

## Exhibit (A) -3

## Wells

## Well List

Operator	Field	Lease	Well #	API	Sec.	T	R
Amrich Energy, Inc.	Placerita	York	4	<u>03711751</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	8R	<u>03711755</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	11	<u>03711758</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	12	<u>03711759</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	13	<u>03711760</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	17	<u>03711764</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	18	<u>03711765</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	20	<u>03711767</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	21	<u>03711768</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	22	<u>03711769</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	27	<u>03721722</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	28	<u>03721725</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	3R	<u>03722027</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	7R	<u>03722028</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	24R	<u>03722029</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	23R	<u>03722033</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	4R	<u>03722034</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	31	<u>03722036</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	12R	<u>03722037</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	5R	<u>03722038</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	14R	<u>03722039</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	26R	<u>03722040</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	16R	<u>03722041</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	20R	<u>03722042</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	25R	<u>03722043</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	34	<u>03722317</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	38	<u>03722318</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	29	<u>03722324</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	36	<u>03722325</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	35	<u>03722326</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	Vagabond-Poco	T-1	<u>03722328</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	Vagabond-Poco	T-2	<u>03722330</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	39	<u>03724131</u>	1	3N	16W
Amrich Energy, Inc.	Placerita	York	40	<u>03724132</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	41	<u>03724133</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	42	<u>03724134</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	43	<u>03724135</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	44	<u>03724139</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	45	<u>03724140</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	46	<u>03724141</u>	6	3N	15W
Amrich Energy, Inc.	Placerita	York	47	<u>03724142</u>	6	3N	15W

**EXHIBIT A-4 TO ASSIGNMENT AND BILL OF SALE**

**(See Attached)**

Exhibit A-4  
Equipment

	Nominal Capacity (bbl)	Spec	Location
Wash Tank	3,000	API 12B	Schisler Tank Setting
Stock Tank	1,000	API 12B	Schisler Tank Setting
WW Tank	2,000	API 12B	Schisler Tank Setting
Tank	1,000	API 12B	Laying on side near abandoned house
Tank	1,000	API 12B	Near Vagabond-Poco T-1
Tank	300	API 650	Near York 3R
Tank	300	API 650	Near York 3R
Tank	300	API 650	Near York 3R
Tank	1,500	Unk	Old York Tank Setting
Tank	1,500	Unk	Old York Tank Setting
Tank	1,000	Unk	Old York Tank Setting

Note: some tank sizes are estimates

**EXHIBIT B TO ASSIGNMENT AND BILL OF SALE**

**(See Attached)**



**EXHIBIT B**  
**EXCLUDED ASSETS**

This Assignment does not cover the overriding royalty interest assigned by AmRich, LLC to AZD, Ltd. et al by assignment dated June 26, 2012, or the overriding royalty assigned by AmRich Energy, Inc. to AZD, Ltd. et al by assignment dated June 26, 2012.