

# Change of Owner



# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

SAMUEL W. SPECK, DIRECTOR

## Division of Mineral Resources Management

Michael L. Sponsler, Chief

2045 Morse Road - Bldg. H3

Columbus, OH 43224-6693

Phone: (614) 265-6633 Fax: (614) 265-79

April 17, 2006

### Assignor:

Pike Petroleum, Inc. # 5459  
P. O. Box 95  
Spencer, WV 25276

### Assignee:

Adams Oil and Gas # 7851  
HC 78 Box 55C  
Troy, WV 26443

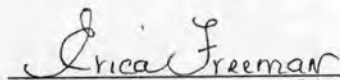
Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of the Request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil and Gas on April 14, 2006.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

  
Erica Freeman <sup>YM</sup>

Division of Mineral Resources Management

EF/vdm

Cc: South Region  
Pike Petroleum, Inc. File  
Adams Oil and Gas File

REQUEST FOR CHANGE OF OWNER

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT, 1855 FOUNTAIN SQUARE CT., H-3, COLUMBUS, OH 43224-1383

1. Date of application: March 10, 2006		FORM 7: Revised 8/00/sly
2. Check Type of Request: <input type="checkbox"/> Individual Transfer, Indicate AIP number 34-163-0318 <input checked="" type="checkbox"/> If multiple Transfer, list all API numbers and complete date on back of form		
3. County: See reverse	12. Assignor Address and Telephone Number: PIKE PETROLEUM INC. P.O. Box 95 Spencer WV 25216 7409624054	
4. CIVIL TOWNSHIP: See Reverse Side		
5. WELL: See Reverse Side		
6. LEASE NAME: See Reverse side	13. Assignee/Transferee: Adams Oil and Gas	
7. Section	8. Lot	
9. FRACTION:	10. QTR. TWP;	14. Owner Number <u>7851</u>
11. I, We (Assignor/Transferor) PIKE PETROLEUM INC, Owner # <u>5459</u> hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10. IF WELL HAS NOT BEEN SPURRED, IT CANNOT BE TRANSFERRED		15. Assignee Address & Telephone Number: Adams Oil and Gas (304)871-1133 HC 78 Box 55C, Troy, WV 26443
		16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.

ASSIGNOR/TRANSFEROR:

I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well **WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.**

(Signature of Assignor/Transferor)

ASSIGNOR/TRANSFEROR: Pike Petroleum Inc.

By: Raymond Branham Agent  
 (Printed or Typed) RAYMOND BRANHAM

STATE OF WV, COUNTY OF Roane, being first duly sworn by me, says that the information set forth herein is true, Sworn before me this 10th day of March 2006



OFFICIAL SEAL  
 NOTARY PUBLIC, STATE OF WEST VIRGINIA  
 PEGGY J. COFFMAN  
 77 Oxford Lane  
 St. Marys, WV 26120

Peggy J. Coffman  
 (Notary Public)

3/21/2016  
 My Commission Expires

**NOTE FOR WELLS TRANSFERRED TO LANDOWNERS:** The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, **ALL EXPENSES** incurred are the responsibility of the well owner.

ASSIGNEE/TRANSFEE:

I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Restoration Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.

[Signature]  
 (Signature of Assignee/Transferee)

Assignee/Transferee: Adams Oil & Gas LLC By Douglas Adams

(Printed or Typed)

Richard Bills, being first duly sworn by me, says that the information set forth herein is true, accurate, and correct. SWORN TO AND SUBSCRIBED BEFORE ME THIS 5 day of April, 2006.



OFFICIAL SEAL  
 NOTARY PUBLIC  
 STATE OF WEST VIRGINIA  
 RICHARD BILLS  
 3273 KINGS RIDGE ROAD  
 ST. MARYS, WV 26170  
 My Commission Expires September 30, 2014

Richard Bills  
 (Notary Public)

September 30 2014  
 My Commission Expires

DIVISION USE ONLY

Assignee/Transferee is in compliance with:

- Certificate of Insurance
- Bond Requirements
- Organization & Authorization Form
- Well Completion Record

DATE

DNR 5616 (8/00)

RECEIVED  
 APR 14 2006

DIVISION OF MINERAL RESOURCES MANAGEMENT

Transp  
 4/14/06  
 EAF

SR  
 4-17-06

Indicate under the status column whether the wells listed are producing or non-producing.

API	COUNTY	TOWNSHIP	SEC./LOT	WELL NO./ LEASE NAME	STATUS	
					PROD.	NON-PROD.
324	Vinton	Swan		Austin/Grim #4		X
319	Vinton	Swan		Austin/ Grim #2		X
323	Vinton	Swan		Austin/Grim #3		X
357	Vinton	Madison		Sanders & Brown #1		X
536	Vinton	Madison		Benedict #4		X
538	Vinton	Madison		Benedict #6		X
534	Vinton	Madison		Benedict #1		X
680	Vinton	Elk		Benedict # 1-A		X
626	Vinton	Madison		Herrold #1		X
287	Vinton	Swan		Rannels #4		X
<del>326</del>	<del>Vinton</del>	<del>Brown</del>		<del>Wilcox Benedict #3</del>		<del>X</del>
325	Vinton	Swan		Engle #1		X
289	Vinton	Brown		Benedict #1		X
315	Vinton	Swan		Conley #2		X
327	Vinton	Swan		Engle/ Benedict #2		X
<del>320</del>	<del>Vinton</del>	<del>Brown</del>		<del>Wilcox/Benedict #1</del>		<del>X</del>
6-772 252-A	Vinton	Swan		Conley #1		X
171	Vinton	Swan		Bray #1		X
<p>* Removed from this change of owner as per letter of 5-11-07          &amp; phone call of 5-16-07 to Doug Adams. After further ownership          research, he determined that he did not have title to these wells. I          have <del>the</del> them off his board and replaced them into the Orphan          Well Program. MM          5-23-07</p>						

RECEIVED

DIVISION OF MINERAL  
RESOURCES MANAGEMENT



# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

SAMUEL W. SPECK, DIRECTOR

### Division of Mineral Resources Management

Michael L. Sponsler, Chief  
2045 Morse Rd. - Bldg. H3  
Columbus, OH 43229-6693  
Phone: (614) 265-6633 Fax: (614) 265-7998

June 15, 2005

### Assignor:

J. M. Adams Roustabout # 3388  
J. M. Adams  
61388 Ka-Don Drive  
New Concord, Ohio 43762

### Assignee:

Adams Oil & Gas LLC # 7851  
HC 78 Box 55C  
Troy, WV 26443

Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of your request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil & Gas LLC on June 14, 2005.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

Erica Freeman <sup>VME</sup>  
Division of Mineral Resources

EF/vdm

Cc: Southern Region  
J. M. Adams Roustabout  
Adams Oil & Gas LLC

11-17-11  
called Adams 304  
503 3333 TOLD Him  
we were confident that  
he owned well & that we  
would have to issue order  
He said go ahead what  
provided at CT House  
NOT SAME AS THE one from?  
Same as changed API #

Adams  
  
304  
503 3333  
NA 16-12, 19m  
H-304-462  
5365  
19-17  
called  
Christine

REQUEST FOR CHANGE OF OWNER

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT, 1855 FOUNTAIN SQUARE CT., H-3, COLUMBUS, OH 43224-1383

1. Date of Application: <u>March 19, 2005</u>		FORM 7: Revised 8/00/sly
2. Check Type of Request: <input type="checkbox"/> If individual Transfer, indicate API number: <u>34</u> * * 1 4 <input checked="" type="checkbox"/> If Multiple Transfer, list all API numbers and complete date on back of form.		
3. COUNTY: <u>Washington</u>	12. Assignor Address and Telephone Number: <u>J.M. Adams Roustabout J.M. Adams</u> <u>61388 Ka-Don Drive</u> <u>New Concord, OH 43762</u> <u>740-439-5978</u>	
4. CIVIL TOWNSHIP: <u>See Reverse Side</u>		
5. WELL: <u>See Reverse Side</u>		
6. LEASE NAME: <u>See Reverse Side</u>	13. Assignee/Transferee: <u>Adams Oil &amp; Gas LLC</u>	
7. SECTION:                      8. LOT:		
9. FRACTION:                      10. QTR. TWP.:	14. Owner Number: <u>7851</u>	
11. I, We (Assignor/Transferor) <u>J.M. Adams Roustabout J.M. Adams</u> Owner # <u>3388</u> , hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10. IF WELL HAS NOT BEEN SPUDDED, IT CANNOT BE TRANSFERRED		15. Assignee Address & Telephone Number: <u>Adams Oil &amp; Gas LLC</u> <u>HC 78 Box 55C</u> <u>Troy, WV 26443</u> <u>304-871-1133</u>
		16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet) Yes <input type="checkbox"/> No <input type="checkbox"/>

The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.

ASSIGNOR/TRANSFEROR:

I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.

J.M. Adams Roustabout J.M. Adams  
(Signature of Assignor/Transferor)

ASSIGNOR/TRANSFEROR: J.M. Adams Roustabout J.M. Adams  
(Printed or Typed)

STATE OF Ohio, COUNTY OF GUERNSEY, being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th day of APRIL, 2005.

(SEAL)

Trina L. King  
(Notary Public)

**Trina L. King**  
Notary Public, State of Ohio  
My Commission Expires 8-6-2007

NOTE FOR WELLS TRANSFERRED TO LANDOWNERS: The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, ALL EXPENSES incurred are the responsibility of the well owner.

ASSIGNEE/TRANSFEE:

I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Restoration Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.

Douglas Adams  
(Signature of Assignee/Transferee)

ASSIGNEE/TRANSFEE: Adams Oil & Gas by Douglas Adams  
(Printed or Typed)

STATE OF West Virginia, being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th day of June, 2005.

Donna M. Lamp  
(Notary Public)

**Donna M. Lamp**  
Notary Public, State of West Virginia  
My Commission Expires July 29, 2008

DIVISION USE ONLY

Assignee/Transferee is in compliance with:

- 7/14/05 Certificate of Insurance \_\_\_\_\_
- 6/14/05 Bond Requirements \_\_\_\_\_
- 6/14/05 Organization & Authorization Form \_\_\_\_\_
- 6/14/05 Well Completion Record \_\_\_\_\_

SR  
\$6.15.05

Indicate under the status column whether the wells listed are producing or non-producing.

API	COUNTY	TOWNSHIP	SEC./LOT	WELL NO./ LEASE NAME	STATUS	
					PROD.	NON-PROD.
5019	Washington	Fearing		Richard Hartline		X
4666	Washington	Newport		Kermit Lane #1	X	
4977	Washington	Newport		Kermit Lane #2	X	
4976	Washington	Newport		Kermit Lane #3	X	
5014	Washington	Fearing		Noland McCain #1	X	
5013	Washington	Fearing		Noland McCain #2	X	
5016	Washington	Fearing		Linda Wright #1		X
4861	Washington	Lawrence		Paul Lane #2	X	
4975	Washington	Lawrence		Paul Lane #3	X	
4933	Washington	Lawrence		Paul Lane #4	X	

This kind  
 Notify Public State of Ohio  
 My Commission Expires 6-30-2017

Adams Oil & Gas LLC  
209 Bluebird Drive  
Washington, WV 26181

ADAMS OIL & GAS

Phone Number 304-588-3333  
Fax Number 304-881-5333

Email [adamsog@suddenlink.net](mailto:adamsog@suddenlink.net)

FAX TRANSMITTAL FORM

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Name: Andy Thomas  
CC:  
Phone:  
Fax: 740-286-1868

From: Doug Adams  
Date Sent: 12/16/11  
Number of Pages: 26

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Message:



**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

STATE OF OHIO           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF VINTON     §

THIS ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this "Assignment") dated effective as of 7:00 A.M., local time for Vinton County, Ohio, on September 23, 2005 (the "Effective Time"), is from **ADAMS OIL AND GAS, L.L.C.** ("Assignor"), a West Virginia limited liability company, whose address is HC 78, Box 55C, Troy, West Virginia 26443, to **UNIFIED INVESTMENTS, L.L.C.** ("Assignee"), a Nevada limited liability company, whose address is 1112 East Copeland Road, Suite 420, Arlington, Texas 76011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER to Unified all of Assignor's right, title and interest in and to the following (all of Assignors' right, title and interest in the following being herein collectively referred to as the "Assets"):

- (i) The oil and gas wells described on Exhibit A attached hereto and made part hereof (collectively, the "Subject Wells");
- (ii) All of the following relating to the Leases: water source wells and water injection wells, tubular goods, well equipment, production equipment, pipelines and all other personal property or fixtures appurtenant to or used in connection with Leases; and
- (iii) All pooling agreements, unitization agreements, operating agreements, surface leases, easements, permits, license, right-of-way and other agreements, to the extent same relate to or are utilized in connection with the Leases.

TO HAVE AND TO HOLD the Assets unto Assignee, subject to the following:

- 1. All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
- 2. The terms, provisions and express or implied covenants of the Leases, assignments, deeds, rights-of-ways and easements to which this Assignment relates;
- 3. Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;

4. All matters of record in Vinton County, Ohio; and
5. The terms and provisions of the matters described in subparagraph (iii) above;

to the extent that the foregoing are valid, subsisting and enforceable and apply to and relate to the Assets. Unified hereby assumes and agrees to pay, perform, and discharge, effective as the of Effective Time, all obligations of Assignor relating to the Assets to the extent that such obligations are valid, subsisting and enforceable. Nothing contained in this Assignment shall constitute a recognition of any right in third parties or constitute a ratification or revival of rights or agreements that are no long enforceable.

This Assignment is subject to the terms and provisions of the Purchase and Sale Agreement dated September 21, 2005, between Assignor, as Seller, and Assignee, as Buyer.

Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, EQUIPMENT AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, (iv) ANY RIGHTS OF UNIFIED UNDER APPROPRIATE STATUES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIMS BY UNIFIED FOR DAMAGE BECAUSE OF REDHIBITORY VICIS OR DEFECTS OR OTHER VICIS OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW.** The personal property, equipment and fixtures included within the Assets are assigned to Assignee in their present condition and state of repair, "as is" and "where is," with all faults. Assignee has made or caused to be made such inspections as Assignee deems appropriate.

This Assignment is made without warranty of title, either express or implied, even to the return of the purchase price. This Assignment is made with full substitution and subrogation in and to all of the rights and actions of warranty that Assignor may have against predecessors in title.

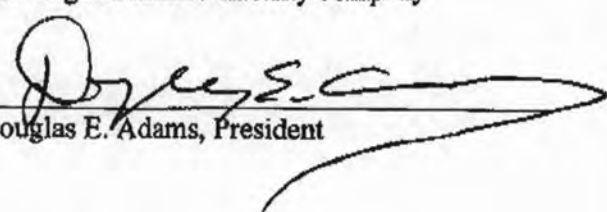
This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is executed on the dates set forth in the acknowledgments but is effective for all purposes as of the Effective Time.

**ASSIGNOR:**

**ADAMS OIL AND GAS, L.L.C.,**  
a West Virginia limited liability company

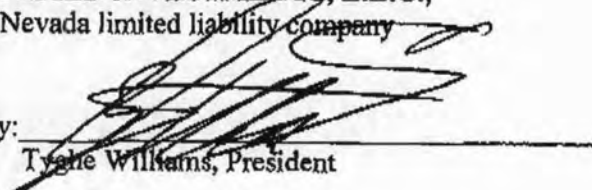
By: \_\_\_\_\_

  
Douglas E. Adams, President

**ASSIGNEE:**

**UNIFIED INVESTMENTS, L.L.C.,**  
a Nevada limited liability company

By: \_\_\_\_\_

  
Tyche Williams, President

**NOTARY ACKNOWLEDGMENT:**

STATE OF WV )  
COUNTY OF Wood )

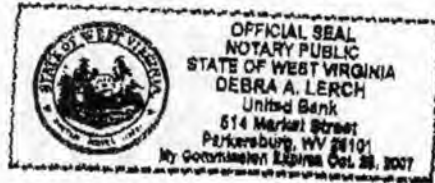
BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 23<sup>rd</sup> day of September, 2005, did personally appear Douglas E. Adams, the President of Douglas Oil and Gas, L.L.C., a West Virginia limited liability company, who did state under oath to me that he has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.

Debra A. Lerch  
Notary Public in and for  
The State of WV

My Commission Expires:

October 29, 2007



**NOTARY ACKNOWLEDGMENT:**

STATE OF WV )  
COUNTY Wood )

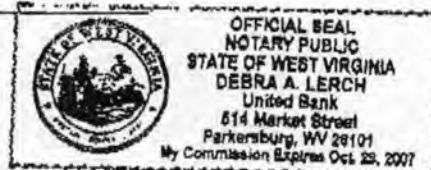
BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 23<sup>rd</sup> day of September, 2005, did personally appear Tyghe Williams, the President of Unified Investments, L.L.C., a Nevada limited liability company, who did state under oath to me that she has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.

Debra A. Lerch  
Notary Public in and for  
The State of WV

My Commission Expires:

October 29, 2007



**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE --- Page 4**

Adams O&G - Unified Investments - Vinton Co Disposal Well Assignmt & BOS (O&G-1)

This Assignment is executed on the dates set forth in the acknowledgments but is effective for all purposes as of the Effective Time.

**ASSIGNOR:**

**ADAMS OIL AND GAS, L.L.C.,**  
a West Virginia limited liability company

By:

  
Douglas E. Adams, President

**ASSIGNEE:**

**UNIFIED INVESTMENTS, L.L.C.,**  
a Nevada limited liability company

By:

  
Tyghe Williams, President

**2 OIL & GAS WELLS  
Brown Township  
Vinton County, Ohio**

<b>Well Permit #</b>	<b>Engle/Benedict #1 34-163-0320</b>	<b>Wilcox/Benedict #3 34-163-0326</b>
<b>Location</b>	<b>Brown Twp.</b>	<b>Brown Twp.</b>
<b>Casing</b>	<b>4 1/2"</b>	<b>4 1/2"</b>
<b>Tubing</b>	<b>2 3/8"</b>	<b>N/A</b>
<b>Rods</b>	<b>N/A</b>	<b>N/A</b>
<b>Tanks</b>	<b>100 Bbl.</b>	<b>100 Bbl.</b>
<b>Separator</b>	<b>Vertical</b>	<b>N/A</b>
<b>Pumping Unit</b>	<b>N/A</b>	<b>N/A</b>
<b>Meter</b>	<b>250#</b>	<b>N/A</b>

**1 Brine Disposal Well  
Swan Township  
Vinton County, Ohio**

<b>Well</b>	Austin Grim #1 AE	
<b>Permit #</b>	34-163-0318-AE aka Austin (ERP #1)	
<b>Location</b>	Swan Twp.	
<b>Casing</b>	4 1/2"	
<b>Tubing</b>	2 3/8"	
<b>Rods</b>	N/A	
<b>Tanks</b>	2-210 Bbl.	4-100 Bbl.
<b>Separator</b>	N/A	
<b>Pumping Unit</b>	N/A	
<b>Meter</b>	N/A	
<b>Injection Pump</b>	3 stage	

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

STATE OF WEST VIRGINIA     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WOOD           §

THIS AGREEMENT, BILL OF SALE, AND CONVEYANCE (this "Assignment") dated effective as of 7:00 A.M., local time for Vinton County, Ohio, October 24, 2007 (the "Effective Time"), is from **ADAMS OIL AND GAS, L.L.C.** ("Assignor"), a West Virginia limited liability company, whose address is 1146 Big Run Road, Troy, West Virginia 26443., to **BALDER ENERGY, L.L.C.** ("Assignee"), a Nevada limited liability company, whose address is One Arlington Centre, 1112 East Copeland Road, Suite 420, Arlington, Texas 76011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, and DELIVERS to Assignee all of Assignor's right, title and interest in and to the following (all of Assignors' right, title and interest in the following being herein collectively referred to as the "Assets"):

- (i)    The oil and gas wells described on Exhibit A attached hereto and made a part hereof (collectively, the "Leases");
- (ii)   All of the following relating to the Leases: oil and gas wells and tubular goods, pump jacks, storage tanks, well equipment, production equipments, pipelines, and all other personal property or fixtures appurtenant to or used in connection with the Leases; and,
- (iii)  All pooling agreements, unitization agreements, operating agreement, surface leases, easements, permits, license, Right-of-Ways and other agreements, to the extent same relate to or are utilized in connection with the Leases.

TO HAVE AND TO HOLD the Assets unto Assignee, subject to the following:

1.     All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
2.     The terms, provisions, and express or implied covenants of the Leases, assignments, deeds, rights-of-way, and easements to which this Assignment relates;
3.     Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;



4. All matters of record in Vinton County, Ohio; and
5. The terms and provisions of the matters described in subparagraph (iii) above;

to the extent that the foregoing are valid, subsisting and enforceable and apply to and relate to the Assets. Assignee hereby assumes and agrees to pay, perform, and discharge, effective as the of Effective Time, all obligations of Assignor relating to the Assets to the extent that such obligations are valid, subsisting and enforceable. Nothing contained in this Assignment shall constitute a recognition of any right in third parties or constitute a ratification or revival of rights or agreements that are no long enforceable.

This Assignment is subject to the terms and provisions of the Purchase and Sale Agreement dated October 24, 2007, between Assignor, as Seller, and Assignee, as Buyer.

Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, EQUIPMENT AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIMS BY ASSIGNEE FOR DAMAGE BECAUSE OF REDHIBITORY VICES OR DEFECTS OR OTHER VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW.** The personal property, equipment and fixtures included within the Assets are assigned to Assignee in their present condition and state of repair, "as is" and "where is," with all faults. Assignee has made or caused to be made such inspections as Assignee deems appropriate.

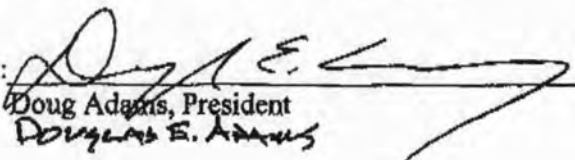
This Assignment is made without warranty of title, either express or implied, even to the return of the purchase price. This Assignment is made with full substitution and subrogation in and to all of the rights and actions of warranty that Assignor may have against predecessors in title.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is executed on the dates set forth in the acknowledgments but is effective for all purposes as of the Effective Time.

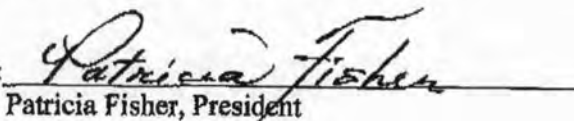
**ASSIGNOR:**

**ADAMS OIL AND GAS, L.L.C.,**  
a West Virginia limited liability company

By:   
Doug Adams, President  
Douglas E. Adams

**ASSIGNEE:**

**BALDER ENERGY, L.L.C.,**  
a Nevada limited liability company

By:   
Patricia Fisher, President

This document was prepared by Balder Energy, L.L.C., 1112 East Copeland Road Suite 420, Arlington, Texas 76011.

**NOTARY ACKNOWLEDGMENT:**

STATE OF WEST VIRGINIA }  
COUNTY OF WOOD }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 24<sup>th</sup> day of October, 2007, did personally appear Doug Adams, the President of Adams Oil and Gas, L.L.C., a West Virginia limited liability company, who did state under oath to me that he has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.

Amanda L. Gaston  
Notary Public in and for  
The State of West Virginia

My Commission Expires:  
May 14 2017



**NOTARY ACKNOWLEDGMENT:**

STATE OF WEST VIRGINIA }  
COUNTY OF WOOD }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 23 day of October, 2007 did personally appear Patricia Fisher, President of Balder Energy, L.L.C., a Nevada limited liability company, who did state under oath to me that she has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.

Lindsay L. Diehl  
Notary Public in and for  
The State of WV

My Commission Expires:  
Feb 14, 2017



**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE** --- P

Adams-O & G-Balder Energy -Oil-and-Gas- Assignment (Balder)

**EXHIBIT A**

<u>Well Name</u>	<u>Permit No.</u>	<u>Sec.</u>	<u>Twp.</u>	<u>County</u>	<u>State</u>
Vittorio #1	34-163-2-0561	26	Madison	Vinton	OH
J. & R. Bethel #1	34-163-2-0564	26	Madison	Vinton	OH
J. & R. Bethel #2	34-163-2-0583	32	Madison	Vinton	OH
Vittorio #2	34-163-2-0584	26	Madison	Vinton	OH
John Bethel #2	34-163-2-0585		Madison	Vinton	OH

1. All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
2. The terms, provisions and express or implied covenants of the Leases, assignments, deeds, rights-of-ways and easements to which this Assignment relates;
3. Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE** --- Page 1  
Adams O&G - Unified Investments - Vinton Co Disposal Well Assgmt & BOS (O&G-1)

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE** --- Page 2  
Adams O&G - Unified Investments - Vinton Co Disposal Well Assgmt & BOS (O&G-1)

**EXHIBIT A**

<u>Well Name</u>	<u>Permit No.</u>	<u>Sec.</u>	<u>Twp.</u>	<u>County</u>	<u>State</u>
Addington #1	34-163-0413	10	Swan	Vinton	OH
Addington #2	34-163-0441	9	Swan	Vinton	OH
Bentley #1	34-163-0412	9	Swan	Vinton	OH
Bray #1	34-163-0445	22	Swan	Vinton	OH
Bray #2	34-163-0446	22	Swan	Vinton	OH
Bray #4	34-163-0480	22	Swan	Vinton	OH
Bray #6	34-163-0465	22	Swan	Vinton	OH
Hewitt #3	34-163-0529	7	Swan	Vinton	OH
Hoy #1	34-163-0529	21	Swan	Vinton	OH
Johnston #1	34-163-0419	27	Swan	Vinton	OH
Johnston #2	34-163-0426	27	Swan	Vinton	OH
Johnston #3	34-163-0447	27	Swan	Vinton	OH
Rheinshield #1	34-163-0525	4	Swan	Vinton	OH
Rheinshield #2	34-163-0798	4	Swan	Vinton	OH

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

STATE OF OHIO           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF VINTON     §

THIS ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this "Assignment") dated effective as of 7:00 A.M., local time for Vinton County, Ohio, on ~~September 23, 2005~~ <sup>May 23, 2006</sup> (the "Effective Time"), is from **ADAMS OIL AND GAS, L.L.C.** ("Assignor"), a West Virginia limited liability company, whose address is HC 78, Box 55C, Troy, West Virginia 26443, to **UNIFIED INVESTMENTS, L.L.C.** ("Assignee"), a Nevada limited liability company, whose address is 1112 East Copeland Road, Suite 420, Arlington, Texas 76011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER to Unified all of Assignor's right, title and interest in and to the following (all of Assignors' right, title and interest in the following being herein collectively referred to as the "Assets"):

- (i) The oil and gas wells described on Exhibit A attached hereto and made part hereof (collectively, the "Subject Wells");
- (ii) All of the following relating to the Leases: water source wells and water injection wells, tubular goods, well equipment, production equipment, pipelines and all other personal property or fixtures appurtenant to or used in connection with Leases; and
- (iii) All pooling agreements, unitization agreements, operating agreements, surface leases, easements, permits, license, right-of-way and other agreements, to the extent same relate to or are utilized in connection with the Leases.

TO HAVE AND TO HOLD the Assets unto Assignee, subject to the following:

- 1. All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
- 2. The terms, provisions and express or implied covenants of the Leases, assignments, deeds, rights-of-ways and easements to which this Assignment relates;
- 3. Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;

4. All matters of record in Vinton County, Ohio; and
5. The terms and provisions of the matters described in subparagraph (iii) above;

to the extent that the foregoing are valid, subsisting and enforceable and apply to and relate to the Assets. Unified hereby assumes and agrees to pay, perform, and discharge, effective as the of Effective Time, all obligations of Assignor relating to the Assets to the extent that such obligations are valid, subsisting and enforceable. Nothing contained in this Assignment shall constitute a recognition of any right in third parties or constitute a ratification or revival of rights or agreements that are no long enforceable.

This Assignment is subject to the terms and provisions of the Purchase and Sale Agreement dated ~~December 28, 2005~~ <sup>May 9 2006</sup> between Assignor, as Seller, and Assignee, as Buyer.

Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, EQUIPMENT AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, (iv) ANY RIGHTS OF UNIFIED UNDER APPROPRIATE STATUES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIMS BY UNIFIED FOR DAMAGE BECAUSE OF REDHIBITORY VICES OR DEFECTS OR OTHER VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW.** The personal property, equipment and fixtures included within the Assets are assigned to Assignee in their present condition and state of repair, "as is" and "where is," with all faults. Assignee has made or caused to be made such inspections as Assignee deems appropriate.

This Assignment is made without warranty of title, either express or implied, even to the return of the purchase price. This Assignment is made with full substitution and subrogation in and to all of the rights and actions of warranty that Assignor may have against predecessors in title.

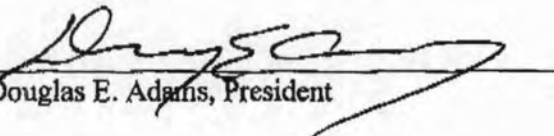
This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.



This Assignment is executed on the dates set forth in the acknowledgments but is effective for all purposes as of the Effective Time.

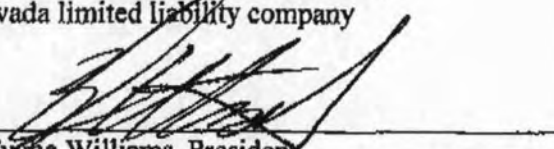
**ASSIGNOR:**

**ADAMS OIL AND GAS, L.L.C.,**  
a West Virginia limited liability company

By:   
Douglas E. Adams, President

**ASSIGNEE:**

**UNIFIED INVESTMENTS, L.L.C.,**  
a Nevada limited liability company

By:   
Tyne Williams, President

**NOTARY ACKNOWLEDGMENT:**

STATE OF WEST VIRGINIA }  
COUNTY OF WOOD }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 9th day of May, 2005, did personally appear Douglas E. Adams, the President of Douglas Oil and Gas, L.L.C., a West Virginia limited liability company, who did state under oath to me that he has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.



Marci G. Davis  
Notary Public in and for  
The State of West Virginia

My Commission Expires:

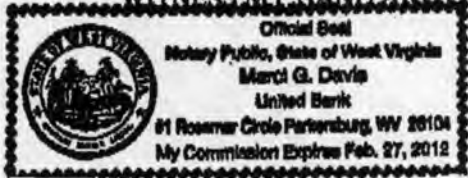
Feb. 27, 2012

**NOTARY ACKNOWLEDGMENT:**

STATE OF WEST VIRGINIA }  
COUNTY OF WOOD }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 9th day of May, 2005, did personally appear Tyghe Williams, the President of Unified Investments, L.L.C., a Nevada limited liability company, who did state under oath to me that she has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.



Marci G. Davis  
Notary Public in and for  
The State of West Virginia

My Commission Expires:

Feb. 27, 2012

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

STATE OF OHIO           §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF VINTON    §

THIS ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this "Assignment") dated effective as of 7:00 A.M., local time for Vinton County, Ohio, on ~~September 23, 2005~~ <sup>MAY 9, 2006</sup> (the "Effective Time"), is from **ADAMS OIL AND GAS, L.L.C.** ("Assignor"), a West Virginia limited liability company, whose address is HC 78, Box 55C, Troy, West Virginia 26443, to **UNIFIED INVESTMENTS, L.L.C.** ("Assignee"), a Nevada limited liability company, whose address is 1112 East Copeland Road, Suite 420, Arlington, Texas 76011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER to Unified all of Assignor's right, title and interest in and to the following (all of Assignors' right, title and interest in the following being herein collectively referred to as the "Assets"):

- (i) The oil and gas wells described on Exhibit A attached hereto and made part hereof (collectively, the "Subject Wells");
- (ii) All of the following relating to the Leases: water source wells and water injection wells, tubular goods, well equipment, production equipment, pipelines and all other personal property or fixtures appurtenant to or used in connection with Leases; and
- (iii) All pooling agreements, unitization agreements, operating agreements, surface leases, easements, permits, license, right-of-way and other agreements, to the extent same relate to or are utilized in connection with the Leases.

TO HAVE AND TO HOLD the Assets unto Assignee, subject to the following:

- 1. All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
- 2. The terms, provisions and express or implied covenants of the Leases, assignments, deeds, rights-of-ways and easements to which this Assignment relates;
- 3. Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE** — Page 1

Adams O&G - Unified Investments - Vinton Co Disposal Well Assignment & BOS (O&O-1)

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

Date Time  
01-17-2006 02:18 pm.

STATE OF OHIO §  
  §  
COUNTY OF VINTON §

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this "Assignment") dated effective as of 7:00 A.M., local time for Vinton County, Ohio, on September 23, 2005 (the "Effective Time"), is from **ADAMS OIL AND GAS, L.L.C.** ("Assignor"), a West Virginia limited liability company, whose address is HC 78, Box 55C, Troy, West Virginia 26443, to **UNIFIED INVESTMENTS, L.L.C.** ("Assignee"), a Nevada limited liability company, whose address is 1112 East Copeland Road, Suite 420, Arlington, Texas 76011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER to Unified all of Assignor's right, title and interest in and to the following (all of Assignors' right, title and interest in the following being herein collectively referred to as the "Assets"):

- (i) The oil and gas wells described on Exhibit A attached hereto and made part hereof (collectively, the "Subject Wells");
- (ii) All of the following relating to the Leases: water source wells and water injection wells, tubular goods, well equipment, production equipment, pipelines and all other personal property or fixtures appurtenant to or used in connection with Leases; and
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TO HAVE AND TO HOLD the Assets unto Assignee, subject to the following:

1. All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
2. The terms, provisions and express or implied covenants of the Leases, assignments, deeds, rights-of-ways and easements to which this Assignment relates;
3. Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;

4. All matters of record in Vinton County, Ohio; and
5. The terms and provisions of the matters described in subparagraph (iii) above;

to the extent that the foregoing are valid, subsisting and enforceable and apply to and relate to the Assets. Unified hereby assumes and agrees to pay, perform, and discharge, effective as the of Effective Time, all obligations of Assignor relating to the Assets to the extent that such obligations are valid, subsisting and enforceable. Nothing contained in this Assignment shall constitute a recognition of any right in third parties or constitute a ratification or revival of rights or agreements that are no long enforceable.

This Assignment is subject to the terms and provisions of the Purchase and Sale Agreement dated December 28, 2005, between Assignor, as Seller, and Assignee, as Buyer.

Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, EQUIPMENT AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, (iv) ANY RIGHTS OF UNIFIED UNDER APPROPRIATE STATUES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIMS BY UNIFIED FOR DAMAGE BECAUSE OF REDHIBITORY VICIS OR DEFECTS OR OTHER VICIS OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW.** The personal property, equipment and fixtures included within the Assets are assigned to Assignee in their present condition and state of repair, "as is" and "where is," with all faults. Assignee has made or caused to be made such inspections as Assignee deems appropriate.

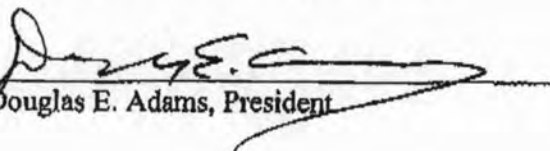
This Assignment is made without warranty of title, either express or implied, even to the return of the purchase price. This Assignment is made with full substitution and subrogation in and to all of the rights and actions of warranty that Assignor may have against predecessors in title.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is executed on the dates set forth in the acknowledgments but is effective for all purposes as of the Effective Time.

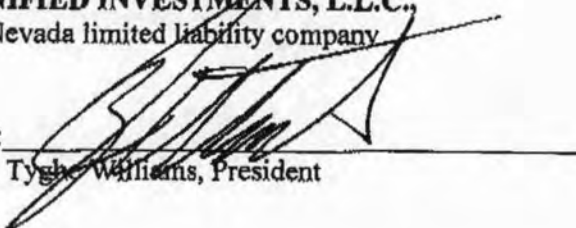
**ASSIGNOR:**

**ADAMS OIL AND GAS, L.L.C.,**  
a West Virginia limited liability company

By:   
Douglas E. Adams, President

**ASSIGNEE:**

**UNIFIED INVESTMENTS, L.L.C.,**  
a Nevada limited liability company

By:   
Tygh Williams, President

**NOTARY ACKNOWLEDGMENT:**

STATE OF West Virginia }  
COUNTY OF Pleasants }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 28th day of December 2005, did personally appear Douglas E. Adams, the President of Douglas Oil and Gas, L.L.C., a West Virginia limited liability company, who did state under oath to me that he has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.



My Commission Expires:

December 29, 2013

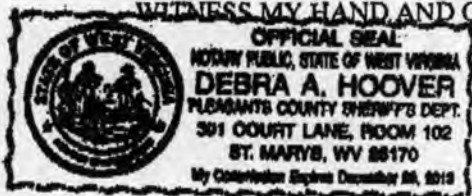
Debra A. Hoover  
Notary Public in and for  
The State of West Virginia

**NOTARY ACKNOWLEDGMENT:**

STATE OF West Virginia }  
COUNTY OF Pleasants }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 28th day of December 2005, did personally appear Tyghe Williams, the President of Unified Investments, L.L.C., a Nevada limited liability company, who did state under oath to me that she has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.



My Commission Expires:

December 29, 2013

Debra A. Hoover  
Notary Public in and for  
The State of West Virginia

## EXHIBIT A

<u>Well Name</u>	<u>Permit No.</u>	<u>Year</u>	<u>Twp.</u>	<u>County</u>	<u>State</u>
C. Bentley #2	34-163-0436	1981	Swan	Vinton	OH
T. Johnston #4	34-163-0457	1981	Swan	Vinton	OH
T. Johnston #5	34-163-0458	1981	Swan	Vinton	OH
Trowbridge #1	34-163-0562	1981	Swan	Vinton	OH
Trowbridge #2	34-163-0568	1981	Swan	Vinton	OH
Trowbridge #3	34-163-0569	1981	Swan	Vinton	OH
Donahue #2	34-163-0818	1983	Swan	Vinton	OH
Faye Bray 102	34-163-0821	1983	Swan	Vinton	OH
Faye Bray 103	34-163-0820	1983	Swan	Vinton	OH
Adam Oney	34-163-0175	1965	Swan	Vinton	OH
Jay Mar #15	34-163-0716	1982	Swan	Vinton	OH
Jay Mar #16	34-163-0742	1982	Swan	Vinton	OH
Lewis #2	34-163-0751	1982	Swan	Vinton	OH
Lewis #3	34-163-0717	1982	Swan	Vinton	OH
Lewis #4	34-163-0718	1982	Swan	Vinton	OH
Lewis #5	34-163-0719	1982	Swan	Vinton	OH



**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

STATE OF OHIO                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF VINTON         §

THIS ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this "Assignment") dated effective as of 7:00 A.M., local time for Vinton County, Ohio, on ~~September 23, 2005~~ <sup>09/23/2005</sup> (the "Effective Time"), is from **ADAMS OIL AND GAS, L.L.C.** ("Assignor"), a West Virginia limited liability company, whose address is HC 78, Box 55C, Troy, West Virginia 26443, to **UNIFIED INVESTMENTS, L.L.C.** ("Assignee"), a Nevada limited liability company, whose address is 1112 East Copeland Road, Suite 420, Arlington, Texas 76011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER to Unified all of Assignor's right, title and interest in and to the following (all of Assignors' right, title and interest in the following being herein collectively referred to as the "Assets"):

- (i) The oil and gas wells described on Exhibit A attached hereto and made part hereof (collectively, the "Subject Wells");
- (ii) All of the following relating to the Leases: water source wells and water injection wells, tubular goods, well equipment, production equipment, pipelines and all other personal property or fixtures appurtenant to or used in connection with Leases; and
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TO HAVE AND TO HOLD the Assets unto Assignee, subject to the following:

- 1. All local, state and federal statutes, ordinances, rules and regulations applicable to the Assets,
- 2. The terms, provisions and express or implied covenants of the Leases, assignments, deeds, rights-of-ways and easements to which this Assignment relates;
- 3. Landowner's royalties, overriding royalties and other burdens and encumbrances affecting the Assets;

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE** --- Page 1

Adams O&G - Unified Investments - Vinton Co Disposal Well Assgmt & BOS (O&G-1)

4. All matters of record in Vinton County, Ohio; and
5. The terms and provisions of the matters described in subparagraph (iii) above;

to the extent that the foregoing are valid, subsisting and enforceable and apply to and relate to the Assets. Unified hereby assumes and agrees to pay, perform, and discharge, effective as the of Effective Time, all obligations of Assignor relating to the Assets to the extent that such obligations are valid, subsisting and enforceable. Nothing contained in this Assignment shall constitute a recognition of any right in third parties or constitute a ratification or revival of rights or agreements that are no long enforceable.

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Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, EQUIPMENT AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, (iv) ANY RIGHTS OF UNIFIED UNDER APPROPRIATE STATUES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIMS BY UNIFIED FOR DAMAGE BECAUSE OF REDHIBITORY VICES OR DEFECTS OR OTHER VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW.** The personal property, equipment and fixtures included within the Assets are assigned to Assignee in their present condition and state of repair, "as is" and "where is," with all faults. Assignee has made or caused to be made such inspections as Assignee deems appropriate.

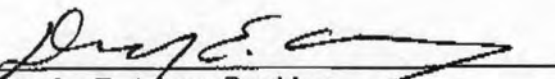
This Assignment is made without warranty of title, either express or implied, even to the return of the purchase price. This Assignment is made with full substitution and subrogation in and to all of the rights and actions of warranty that Assignor may have against predecessors in title.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is executed on the dates set forth in the acknowledgments but is effective for all purposes as of the Effective Time.

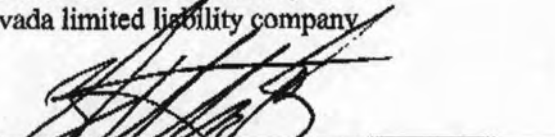
**ASSIGNOR:**

**ADAMS OIL AND GAS, L.L.C.,**  
a West Virginia limited liability company

By:   
Douglas E. Adams, President

**ASSIGNEE:**

**UNIFIED INVESTMENTS, L.L.C.,**  
a Nevada limited liability company

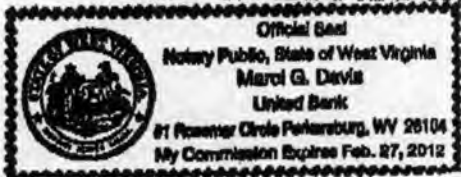
By:   
Tyghe Williams, President

**NOTARY ACKNOWLEDGMENT:**

STATE OF West Virginia }  
COUNTY OF Wood }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 9th day of May, 2005, did personally appear Douglas E. Adams, the President of ~~Douglas~~ Oil and Gas, L.L.C., a West Virginia limited liability company, who did state under oath to me that he has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.



Marci G. Davis  
Notary Public in and for  
The State of West Virginia

My Commission Expires:

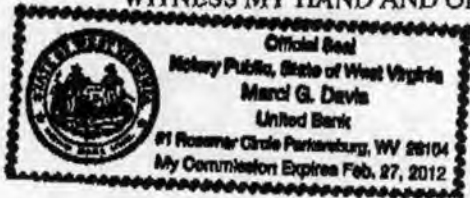
Feb. 27, 2012

**NOTARY ACKNOWLEDGMENT:**

STATE OF West Virginia }  
COUNTY OF Wood }

BEFORE ME, the undersigned authority, a Notary Public, duly qualified, commissioned, sworn, and acting in and for the State and County aforesaid, hereby certify that, on this 9th day of May, 2006, did personally appear Tyghe Williams, the President of Unified Investments, L.L.C., a Nevada limited liability company, who did state under oath to me that she has executed this instrument as an act of said limited liability company for the purposes and consideration therein described.

WITNESS MY HAND AND OFFICIAL SEAL.



Marci G. Davis  
Notary Public in and for  
The State of West Virginia

My Commission Expires:

Feb. 27, 2012

Indicate under the status column whether the wells listed are producing or non-producing.

API	COUNTY	TOWNSHIP	SEC. LOT	WELL NO./ LEASE NAME	STATUS	
					PROD.	NON-PROD.
304	Victoria	Steen		Austin/Orin #1		X
319	Victoria	Steen		Austin/Orin #2		X
323	Victoria	Steen		Austin/Orin #3		X
357	Victoria	Moulton		Burton & Brown #1		X
386	Victoria	Moulton		Benedict #1		X
398	Victoria	Moulton		Benedict #2		X
394	Victoria	Moulton		Benedict #1		X
600	Victoria	CR		Benedict # 1-A		X
628	Victoria	Moulton		Hovels #1		X
387	Victoria	Steen		Raynor #1		X
378	Victoria	Steen		Wilson Benedict #3		X
325	Victoria	Steen		Engle #1		X
380	Victoria	Steen		Benedict #1		X
315	Victoria	Steen		Coxley #2		X
327	Victoria	Steen		Engle/Benedict #2		X
385	Victoria	Steen		Wilson/Benedict #1		X
6-115 383	Victoria	Steen		Coxley #1		X
171	Victoria	Steen		Gray #1		X

PRODUCTION  
14



# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

SAMUEL W. SPECK, DIRECTOR

## Division of Mineral Resources Management

Michael L. Sponsler, Chief

2045 Morse Rd. - Bldg. H3

Columbus, OH 43229-6693

Phone: (614) 265-6633 Fax: (614) 265-7998

June 15, 2005

### Assignor:

Devon Energy Production Company, L.P., # 4305  
Successor to Devon SFS Operating, Inc.  
20 North Broadway  
Oklahoma City, OK 73102-8260

### Assignee:

Adams Oil & Gas LLC # 7851  
HC 78 Box 55C  
Troy, WV 26443

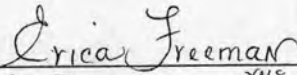
Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of the Request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil & Gas LLC on June 14, 2005.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

  
Erica Freeman <sup>YM</sup>  
Division of Mineral Resources Management

EF/vdm

Cc: Southern Region  
Devon Energy Production Company, L.P.  
Successor to Devon SFS Operating, Inc. File  
Adams Oil & Gas LLC File

REQUEST FOR CHANGE OF OWNER

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT, 1855 FOUNTAIN SQUARE CT., H-3, COLUMBUS, OH 43224-1383

1. Date of Application: March 31, 2004 FORM 7: Revised 8/00/sly

2. Check Type of Request:  
 If individual Transfer, indicate API number: 34 \_\_\_\_\_ \* \* 1 4 \_\_\_\_\_  
 If Multiple Transfer, list all API numbers and complete date on back of form.

3. COUNTY: Vinton

4. CIVIL TOWNSHIP: Clinton

5. WELL: See Reverse Side

6. LEASE NAME: See Reverse Side

7. SECTION: \_\_\_\_\_ 8. LOT: \_\_\_\_\_

9. FRACTION: \_\_\_\_\_ 10. QTR. TWP.: Devon Energy Production

11. I, We (Assignor/Transferor) Company, L.P., successor to Devon SFS Operating, Inc.  
 Owner # 4305, hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10.

12. Assignor Address and Telephone Number:  
Devon Energy Production Company, L.P., successor to Devon SFS Operating, Inc.  
20 North Broadway  
Oklahoma City, OK 73102-8260  
(405) 235-3611

13. Assignee/Transferee:  
Adams Oil & Gas LLC  
HC 78, Box 55C  
Troy, WV 26443

14. Owner Number: 7851

15. Assignee Address & Telephone Number:  
Adams Oil & Gas LLC  
HC 78, Box 55C  
Troy, WV 26443  
(304) 871-1133

16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet)  
 Yes  No

IF WELL HAS NOT BEEN SPUDDED, IT CANNOT BE TRANSFERRED

The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.

ASSIGNOR/TRANSFEROR:

I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.

*[Handwritten Signature]*

(Signature of Assignor/Transferor)

Devon Energy Production Company, L.P., successor to Devon SFS Operating, Inc., by Bradley A. Foster, Vice President

(Printed or Typed)

STATE OF Oklahoma, COUNTY OF Oklahoma, being first duly sworn by me, says that the information set forth herein is true and accurate.



MARSHA BARTLETT  
Oklahoma County  
Notary Public in and for  
State of Oklahoma  
Commission # 02012897 Expires 8/9/06

*[Handwritten Signature]*  
(Notary Public)

8-9-06  
My Commission Expires

NOTE FOR WELLS TRANSFERRED TO LANDOWNERS: The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, ALL EXPENSES incurred are the responsibility of the well owner.

ASSIGNEE/TRANSFEE:

I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Restoration Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.

*[Handwritten Signature]*

(Signature of Assignee/Transferee)

ASSIGNEE/TRANSFEE: Adams Oil & Gas by Douglas Adams

(Printed or Typed)

STATE OF Virginia, being first duly sworn by me, says that the information set forth herein is true and accurate.



NOTARY PUBLIC  
STATE OF VIRGINIA  
201 THIRD STREET  
P. O. BOX 786  
BELMONT, WV 26124  
My Commission Expires July 29, 2008

*[Handwritten Signature]*  
(Notary Public)

July 29, 2008  
My Commission Expires

DIVISION USE ONLY

DATE

Assignee/Transferee is in compliance with:

- Certificate of Insurance
- Bond Requirements
- Organization & Authorization Form
- Well Completion Record

*[Handwritten Signature]*  
6/14/05  
CAF

SR  
6-15-05







# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

SAMUEL W. SPECK, DIRECTOR

## Division of Mineral Resources Management

Michael L. Sponsler, Chief

2045 Morse Rd. - Bldg. H3

Columbus, OH 43229-6693

Phone: (614) 265-6633 Fax: (614) 265-7998

June 15, 2005

### Assignor:

Blauser Well Service, Inc. # 2  
704 Pike Street  
P. O. Box 829  
Marietta, Ohio 45750-0829

### Assignee:

Adams Oil & Gas LLC # 7851  
HC 78 Box 55C  
Troy, WV 26443

Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of the Request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil & Gas LLC on June 14, 2005.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

A handwritten signature in cursive script that reads "Erica Freeman".

Erica Freeman

Division of Mineral Resources Management

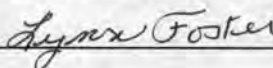

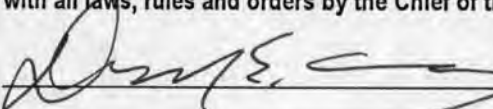

EF/vdm

Cc: Southern Region  
Blauser Well Service, Inc. File  
Adams Oil & Gas LLC File

**REQUEST FOR CHANGE OF OWNER**

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT, 1855 FOUNTAIN SQUARE CT., H-3, COLUMBUS, OH 43224-1383

1. Date of Application: <u>April 27, 2005</u>		FORM 7: Revised 8/00/sly
2. Check Type of Request: <input type="checkbox"/> If individual Transfer, indicate API number: <u>34</u> * * 1 4 <input checked="" type="checkbox"/> If Multiple Transfer, list all API numbers and complete date on back of form.		
3. COUNTY: <u>Vinton</u>	12. Assignor Address and Telephone Number: Blauser Well Service, Inc. 704 Pike Street Phone P. O. Box 829 740-373-6305 Marietta, Ohio 45750-0829	
4. CIVIL TOWNSHIP: <u>Swan</u>		
5. WELL: <u>See Reverse Side</u>	13. Assignee/Transferee:  Adams Oil & Gas LLC	
6. LEASE NAME: <u>See Reverse Side</u>	14. Owner Number: <u>7851</u>	
7. SECTION:                      8. LOT:		
9. FRACTION:                      10. QTR. TWP.:	15. Assignee Address & Telephone Number:  HC 78 Box 58C Troy, WV 26443 304-462-5365	
11. I, We (Assignor/Transferor) <u>Blauser Well Service, Inc.</u> Owner # <u>2</u> , hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10.  IF WELL HAS NOT BEEN SPUDDED, IT CANNOT BE TRANSFERRED		16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet)  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.		
<b>ASSIGNOR/TRANSFEROR:</b> I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well <b>WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.</b>   <u>Lynn Foster, President Blauser Well Service, Inc.</u> (Signature of Assignor/Transferor)		
<b>ASSIGNOR/TRANSFEROR:</b> <u>Lynn Foster, President of Blauser Well Service, Inc.</u> (Printed or Typed)		
STATE OF <u>Ohio</u> , COUNTY OF <u>Washington</u> , being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS <u>27th</u> day of <u>April</u> , 20 <u>05</u> .  <u>Donna Bailey</u> (Notary Public) My Commission Expires <u>August 4, 2009</u>		
<b>NOTE FOR WELLS TRANSFERRED TO LANDOWNERS:</b> The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, <b>ALL EXPENSES</b> incurred are the responsibility of the well owner.		
<b>ASSIGNEE/TRANSFEE:</b> I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Restoration Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.   <u>Douglas E. Adams, President Adams Oil &amp; Gas, LLC</u> (Signature of Assignee/Transferee)		
<b>ASSIGNEE/TRANSFEREE:</b> <u>Douglas E. Adams, President of Adams Oil and Gas, LLC</u> (Printed or Typed)		
STATE OF <u>Ohio</u> , COUNTY OF <u>Washington</u> , being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS <u>28th</u> day of <u>April</u> , 20 <u>05</u> .  <u>Donna Bailey</u> (Notary Public) My Commission Expires <u>August 4, 2009</u>		
<b>DIVISION USE ONLY</b> Assignee/Transferee is in compliance with:		<b>DATE</b> _____ _____ _____ _____
_____ Certificate of Insurance _____ Bond Requirements _____ Organization & Authorization Form _____ Well Completion Record		

DNR 5616 (8/00)

SR  
6-15-05

*Trans*  
*6/14/05*  
*EAF*





# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

SAMUEL W. SPECK, DIRECTOR

## Division of Mineral Resources Management

Michael L. Sponsler, Chief

2045 Morse Rd. - Bldg. H3

Columbus, OH 43229-6693

Phone: (614) 265-6633 Fax: (614) 265-7998

June 15, 2005

### Assignor:

Redstone Inc., dba  
Redstone Oil # 5674  
77 Oxford Lane  
St. Marys, WV 26170

### Assignee:

Adams Oil & Gas LLC # 7851  
HC 78 Box 55C  
Troy, WV 26443

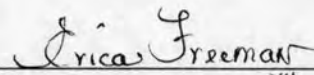
Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of the Request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil & Gas LLC on June 14, 2005.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

  
Erica Freeman <sup>VM</sup>  
Division of Mineral Resources Management

EF/vdm

Cc: Southern Region  
Redstone Inc., dba Redstone Oil File  
Adams Oil & Gas LLC File

**REQUEST FOR CHANGE OF OWNER**

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT, 1855 FOUNTAIN SQUARE CT., H-3, COLUMBUS, OH 43224-1383

1. Date of Application: <b>MARCH 19, 2004</b>		FORM 7: Revised 8/00/sly
2. Check Type of Request: ___ If individual Transfer, indicate API number: 34 ___ * * 1 4 ___ ___X___ If Multiple Transfer, list all API numbers and complete date on back of form.		
3. COUNTY: <b>VINTON</b>	12. Assignor Address and Telephone Number: PH 304-684-2678	
4. CIVIL TOWNSHIP: <b>SWAN</b>	REDSTONE INC ,DBA REDSTONE OIL	
5. WELL: <b>SEE REVERSE SIDE</b>	77 OXFORD LANE ST. MARYS, WV. 26170	
6. LEASE NAME: <b>SEE REVERSE SIDE</b>	13. Assignee/Transferee: <b>Adams Oil &amp; Gas LLC</b>	
7. SECTION: _____ 8. LOT: _____	14. Owner Number: <b>7851</b>	
9. FRACTION: _____ 10. QTR. TWP.: _____	15. Assignee Address & Telephone Number: <b>Adams Oil &amp; Gas LLC</b> <b>HC 78 Box 55C</b> <b>Troy, WV 26443</b> <b>304 871 1133</b>	
11. I, We (Assignor/Transferor)  Owner # <u>5674</u> hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10.  IF WELL HAS NOT BEEN SPUDDED, IT CANNOT BE TRANSFERRED		16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet) Yes ___ No ___

The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.

**ASSIGNOR/TRANSFEROR:**

I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well **WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.**

*Redstone Inc. DBA Redstone Oil By Peggy Coffman*  
 (Signature of Assignor/Transferor)

**ASSIGNOR/TRANSFEROR: REDSTONE INC./DBA REDSTONE OIL BY; PEGGY COFFMAN, PRESIDENT**  
 (Printed or Typed)

STATE OF OHIO COUNTY OF WASHINGTON being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 19TH day of MARCH, 2004.

(SEAL) *Deborah Kay Hartleroad* *September 03, 2005*  
 (Notary Public) My Commission Expires


**NOTE FOR WELLS TRANSFERRED TO LANDOWNERS:** The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, **ALL EXPENSES** incurred are the responsibility of the well owner.

**ASSIGNEE/TRANSFEE:**

I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Restoration Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under **Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.**

*Douglas Adams*  
 (Signature of Assignee/Transferee)

**ASSIGNEE/TRANSFEREE: Adams Oil & Gas LLC by Douglas Adams**  
 (Printed or Typed)

STATE OF WV COUNTY OF Boeotants, being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th day of June, 2005.  
 *Bonita M. Lamp* *July 29, 2008*  
 (Notary Public) My Commission Expires

**DIVISION USE ONLY**

Assignee/Transferee is in compliance with:

- |                                       |       |
|---------------------------------------|-------|
| ___ Certificate of Insurance          | _____ |
| ___ Bond Requirements                 | _____ |
| ___ Organization & Authorization Form | _____ |
| ___ Well Completion Record            | _____ |

*Trans*  
*6/14/05*  
*EFF*

*SR*  
*06-15-05*





# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

SAMUEL W. SPECK, DIRECTOR

## Division of Mineral Resources Management

*Michael L. Sponsler, Chief*

1855 Fountain Square Court – Bldg. H3

Columbus, OH 43224-1383

Phone: (614) 265-6633 Fax: (614) 265-7998

October 20, 2004

### Assignor:

Redstone Inc., dba # 5674  
Redstone Oil  
77 Oxford Lane  
St. Marys, WV 26170

### Assignee:

Adams Oil and Gas # 3388  
HC 78 Box 55C  
Troy, WV 26443

Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of the Request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil and Gas on October 18, 2004.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

A handwritten signature in cursive script that reads "Erica Freeman".

Erica Freeman

VM

Division of Mineral Resources Management

EF/vdm

Cc: Southern Region  
Redstone Inc. dba Redstone Oil File  
Adams Oil and Gas File

**REQUEST FOR CHANGE OF OWNER**  
OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT, 1855 FOUNTAIN SQUARE CT., H-3, COLUMBUS, OH 43224-1383

1. Date of Application: August 23, 2004 FORM 7: Revised 8/00/sly

2. Check Type of Request:  
 \_\_\_ If individual Transfer, indicate API number: 3 4 \_ \_ \_ \_ \_ \* \* 1 4 \_  
 \* \_\_\_ If Multiple Transfer, list all API numbers and complete date on back of form.

3. COUNTY: Washington	12. Assignor Address and Telephone Number: Redstone Inc., DBA Redstone Oil (304)684-2678 77 Oxford Lane, St. Marys, WV 26170
4. CIVIL TOWNSHIP: See Reverse Side	13. Assignee/Transferee: Adams Oil and Gas
5. WELL: See Reverse Side	
6. LEASE NAME: See R	14. Owner Number: <u>3388</u>
7. SECTION:                      8. LOT:	
9. FRACTION:                      10. QTR. TWP.:	15. Assignee Address & Telephone Number: Adams Oil and Gas (304)871-1133 HC 78 Box 55C, Troy, WV 26443
11. I, We (Assignor/Transferor) Redstone Inc., DBA Redstone Oil Owner # 5674, hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10.	
IF WELL HAS NOT BEEN SPUDDED, IT CANNOT BE TRANSFERRED	16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet) Yes ___ No <input checked="" type="checkbox"/>

The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.

**ASSIGNOR/TRANSFEROR:**  
 I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well **WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.**

*Redstone Inc. DBA Redstone Oil By [Signature]*  
 (Signature of Assignor/Transferor)

**ASSIGNOR/TRANSFEROR:** Redstone Inc., DBA Redstone Oil (Printed or Typed)  
 STATE OF Ohio, COUNTY OF Washington, being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 23<sup>rd</sup> day of August, 2004.  
 (SEAL) [Signature] 09-03-05  
 (Notary Public) My Commission Expires

**NOTE FOR WELLS TRANSFERRED TO LANDOWNERS:** The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, **ALL EXPENSES** incurred are the responsibility of the well owner.

**ASSIGNEE/TRANSFEE:**  
 I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Restoration Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under **Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.**

[Signature] J.M. Adams  
 (Signature of Assignee/Transferee)

**ASSIGNEE/TRANSFEREE:** J.M. Adams Roestabout Inc J.M. Adams  
 (Printed or Typed)  
 STATE OF Ohio, COUNTY OF Queensey, being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 24<sup>th</sup> day of September, 2004.  
 (SEAL) [Signature] March 18, 2005  
 (Notary Public) My Commission Expires

**DIVISION USE ONLY** **DATE**

Assignee/Transferee is in compliance with:

<input type="checkbox"/> Certificate of Insurance	_____
<input type="checkbox"/> Bond Requirements	_____
<input type="checkbox"/> Organization & Authorization Form	_____
<input type="checkbox"/> Well Completion Record	_____

DNR 5616 (8/00)

SR  
10-20-04  
Trans  
10/18/04  
BAF









# Ohio Department of Natural Resources

BOB TAFT, GOVERNOR

Division of Mineral Resources Management

Michael L. Sponsler, Chief  
2045 Morse Rd. - Bldg. H3  
Columbus, OH 43229-6693  
Phone: (614) 265-6633 Fax: (614) 265-7998

March 28, 2006

**Assignor:**

R A Eberts Inc  
P O Box 626  
Jackson OH 45640

**Assignee:**

Adams Oil and Gas LLC  
1146 Big Run Road  
Troy WV 26443

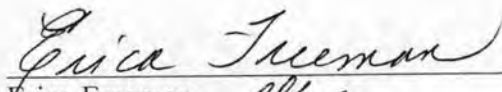
Re: See list of wells

To Whom It May Concern:

The Division of Mineral Resources Management acknowledges receipt of the Request for Change of Owner for the above referenced wells. These wells were transferred to Adams Oil and Gas LLC on March 20, 2006.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

  
Erica Freeman *ell*  
Division of Mineral Resources Management

EF/lc

Cc: Southern Region  
R A Eberts File  
Adams Oil and Gas LLC File

REQUEST FOR CHANGE OF OWNER  
OHIO DEPARTMENT OF NATURAL RESOURCES

Division of Mineral Resources Management, 2045 Morse Road, Bldg. H-3, Columbus, OH 43229-6693

1. Date of Application: March 1, 2006 FORM 7, Revised 8/00/01

2. Check Type of Request:  
 If Individual Transfer, indicate API number: 34  
 If Multiple Transfer, list all API numbers and complete date on back of form.

3. COUNTY: Vinton

4. CIVIL TOWNSHIP: Madison

5. WELL: SEE REVERSE SIDE

6. LEASE NAME: SEE REVERSE SIDE

7. SECTION: \_\_\_\_\_ 8. LOT: \_\_\_\_\_

9. FRACTION: \_\_\_\_\_ 10. QTR. TWP.: \_\_\_\_\_

11. I, We (Assignor/Transferor)  
R.A. Eberts, Inc.  
 Owner # B-2033, hereby request that records on file with the Division of Mineral Resources Management, ODNR, State of Ohio, be amended to reflect the change of owner of the oil and/or gas well described in 3 through 10.  
 IF WELL HAS NOT BEEN SPUDDED, IT CANNOT BE TRANSFERRED

12. Assignor Address and Telephone Number:  
P.O. Box 626  
Jackson, Ohio 45640  
(740) 286-5633

13. Assignee/Transferee:  
Adams Oil & Gas LLC

14. Owner Number: 2851

15. Assignee Address & Telephone Number:  
1146 Big Run Rd  
Troy, WV 26443  
304-462-5365

16. Exempt Domestic Well (see criteria for domestic wells on attached information sheet).  
 Yes \_\_\_\_\_ No X

The spacing/acreage requirements in effect under Ohio law at the time the well(s) was drilled will remain in effect for as long the well(s) exists. A revised survey plat and appropriate fee must be submitted to the Division if any changes are made to the drilling unit on file at the Division.

ASSIGNOR/TRANSFEROR:

I, the undersigned, hereby agree to furnish any and all records and reports required by the Division of Mineral Resources Management for compliance with Chapter 1509., ORC, and all rules of that Division for the period ending on the date of assignment. Furthermore, I hereby depose and state that all holders of royalty interests that are affected by this assignment or transfer will be properly notified in conformance with Section 1509.31, ORC. It is understood that my liabilities for this well WILL NOT BE TERMINATED UNTIL I COMPLY WITH THE ABOVE.

[Signature]  
(Signature of Assignor/Transferor)

ASSIGNOR/TRANSFEROR: Denton Bowman, Vice President RAEberts Co, Inc.  
(Printed or Typed)

STATE OF OHIO COUNTY OF Jackson being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th day of March, 2006.

Richard Walker April 14, 2006  
(Notary Public) My Commission Expires

NOTE FOR WELLS TRANSFERRED TO LANDOWNERS: The well you are purchasing for domestic use may require periodic servicing to maintain productivity. When the well becomes incapable of production, you are required to plug the well and restore the site in accordance with Division requirements. Any brine produced must be properly disposed in accordance with Chapter 1509., ORC. You should be aware after transfer, ALL EXPENSES incurred are the responsibility of the well owner.

ASSIGNEE/TRANSFEREE:

I, the undersigned, depose and state that I am the owner of aforementioned oil and/or gas well and that I have the right to appropriate the oil or gas that I produce therefrom either for myself or others. I further depose and state that I shall comply with the assignor/transferor's Reclamation Plan and will comply with the requirements of Chapter 1509., ORC, and Chapter 1501., OAC, for the disposal of brine. Further, it is understood that upon proper completion of this form, I will become the "owner" as defined under Chapter 1509., ORC, and must comply with all laws, rules and orders by the Chief of the Division of Mineral Resources Management.

[Signature] Douglas E. Adams, President Adams Oil & Gas LLC  
(Signature of Assignee/Transferee)

ASSIGNEE/TRANSFEREE: Douglas E. Adams, President of Adams Oil & Gas LLC  
(Printed or Typed)

STATE OF WV COUNTY OF Calwell being first duly sworn by me, says that the information set forth herein is true and accurate. SWORN TO AND SUBSCRIBED BEFORE ME THIS 14 day of March, 2006.

[Signature] RECEIVED 3/20/06  
(Notary Public) My Commission Expires

DIVISION USE ONLY

Assignee/Transferee is in compliance with:

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA RICHARD BILLS 3270 KINGS RIDGE ROAD ST. MARYS, WV 26170 My Commission Expires September 03, 2011

Certificate of Insurance \_\_\_\_\_  
 Bond Requirements \_\_\_\_\_  
 Organization & Authorization Form \_\_\_\_\_  
 Well Completion Report \_\_\_\_\_

MAR 16 2006 DATE

[Handwritten Signature]  
Transferred  
3/20/06  
EAT



RECEIVED

DIVISION OF MINERAL  
RESOURCES MANAGEMENT







# Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES S. ZEHNINGER, DIRECTOR

Richard J. Simmers, Chief  
Division of Oil and Gas Resources Management  
2045 Morse Road, Building H-2  
Columbus, OH 43229-6693  
Phone: (614) 265-6633 Fax: (614) 265-7999

November 30, 2011

**Assignor:**

Adams Oil & Gas LLC # 7851  
209 Bluebird Drive  
Washington, WV 26181

**Assignee:**

James and Lorrie Seevers # 8890  
1350 Lynch Church Rd.  
Marietta, Ohio 45750

Re: County: Washington  
Township: Fearing  
Permit Number: 2-5016  
Lease Name: Linda Wright # 1

To Whom It May Concern:

The Division of Oil and Gas Resources Management acknowledges receipt of the Request for Change of Owner for the above captioned well. This well was transferred to James and Lorrie Seevers on November 29, 2011.

Please feel free to contact the Division at (614) 265-6900 if further assistance is required.

Sincerely,

Erica Freeman  
Division of Oil & Gas Resources Management

EF/vdm

c: South Region  
Adams Oil & Gas LLC File  
James and Lorrie Seevers File

**AUTHORITY AND ORGANIZATION FORM (Form 9)**

OHIO DEPARTMENT OF NATURAL RESOURCES

Division of Mineral Resources Management, 2045 Morse Road, H-3, Columbus, Ohio 43229-6693

(614) 265-6633

*File*

<b>OWNER NO.:</b> <u>7851</u>	
<b>1. ORGANIZATION NAME AND STREET ADDRESS:</b> Adams Oil & Gas LLC, 209 Bluebird Drive, Washington, WV 26181	<b>4. PURPOSE OF FILING:</b> <input type="checkbox"/> New Filing <input checked="" type="checkbox"/> Address and/or Telephone Change <input type="checkbox"/> Change of Authorized Agent <input type="checkbox"/> Change of Statutory Agent <input type="checkbox"/> Temporary Plug Only <input type="checkbox"/> Name Change <input type="checkbox"/> Other: _____
<b>TELEPHONE NUMBER:</b> <u>304-861-5333</u>	<div style="text-align: right; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: right; font-weight: bold; font-size: 1.2em;">JUL 26 2011</div> <b>5. CURRENT ORGANIZATION:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Exempt Domestic Well Owner (# acres _____) (see criteria on back of form)
<b>2. MAILING ADDRESS:</b> 209 Bluebird Drive, Washington, WV 26181	
<b>3. IF ORGANIZATION IS A SUBSIDIARY OR AN ASSUMED NAME (dba), GIVE NAME &amp; ADDRESS OF ASSOCIATED COMPANY:</b>  	
<b>6. IF A REORGANIZATION, GIVE NAME AND ADDRESS OF PREVIOUS ORGANIZATION:</b>  	
<b>7. LIST NAME AND STREET ADDRESS OF AUTHORIZED AGENT AND ENCLOSE A COPY OF CERTIFICATE OF APPOINTMENT:</b>  	
<b>TELEPHONE NUMBER:</b> _____	
<b>8. LIST NAME AND STREET ADDRESS OF STATUTORY AGENT (Corporations only):</b>  	

I, the undersigned, being first duly sworn, depose and state under penalties of law, that I am authorized to complete this Authority and Organization Form on behalf of the organization listed above, that this form was prepared by me or under my supervision and direction, and that date and facts stated herein are true, correct, and complete to the best of my knowledge.

That I hereby agree to conform with all provisions of Chapter 1509, ORC, to all orders and rules issued by the Chief, Division of Mineral Resources Mgt.

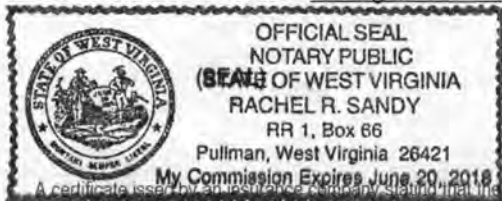
SIGNATURE OF OWNER/AUTHORIZED AGENT: \_\_\_\_\_

*Douglas E. Adams*

TITLE: OWNER

NAME (Typed or Printed): DOUGLAS E. ADAMS

SWORN to and subscribed before me this 22 day of July, 2011



*Rachel R. Sandy*  
 (Notary Public)  
June 20, 2018  
 (Date Commission Expires)

**NOTE:** A certificate issued by the insurance company stating that the owner has in force a combined (general aggregate): \$1 million bodily injury coverage and property damage for well(s) located in non-urban areas or \$3 million bodily injury coverage and property damage for wells located in urban areas\*. The certificate MUST BE ATTACHED or on file at the Division of Mineral Resources Management UNLESS YOU QUALIFY AS AN EXEMPT DOMESTIC WELL OWNER UNDER #5 ABOVE. IF SO, PROOF OF INSURANCE IS NOT REQUIRED.

\*Check the 2000 Census information found at [www.ohiodnr.com/tabid/10379/Default.aspx](http://www.ohiodnr.com/tabid/10379/Default.aspx) to determine if your well is located in an urban area.