

Official Record

Recording requested By
RANCO LOS ALAMOS, LLC

Lincoln County - NV
Leslie Boucher - Recorder

Fee \$43.00 Page 1 of 5

RPTT: Recorded By: LB

Book- 265 Page- 0591



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ASSIGNMENT AND CONVEYANCE

STATE OF NEVADA

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COUNTY OF LINCOLN

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COPY



Handwritten initials

ASSIGNMENT AND CONVEYANCE

STATE OF NEVADA §

COUNTY OF LINCOLN §

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Heyser Gas Field, Inc., of 20607 Park Bend Drive, Katy, Texas 77450 (“Assignor”), does hereby sell, transfer, assign and convey to Rancho Los Alamos, LLC, a Delaware limited liability company, (“Assignee”) whose address is 1601 Elm Street, Suite 3400, Dallas, TX 75201-7201 (each a “Party” and sometimes collectively called the “Parties” herein), all of Assignor’s right, title and interest in and to the oil, gas and other mineral leases, leasehold estates, related royalty interests, and/or overriding royalty interests, if any, covering the lease and/or lands, subject to certain overriding royalty reservations further referred herein to as the “Assigned Premises” and more fully described on Exhibit “A”, attached hereto and made a part hereof for all purposes.

THIS ASSIGNMENT AND CONVEYANCE conveys All of ASSIGNOR’S right, title, and interest in the Exhibit “A” leases to the ASSIGNEE in the following proportions:

The sale, transfer, assignment and conveyance hereby made is effective as of 12:00 a.m. central standard time on July 22, 2011 (the “Effective Time”); and, it is executed in concert with and subject to that certain **Purchase and Sale Letter Agreement** (the “PSA”) regarding the Assigned Premises dated July 11, 2011.

TO HAVE AND TO HOLD such property, together with all and singular the rights and privileges in any way pertaining thereto, unto Assignee and the heirs, successors, and assigns of Assignee, forever. Assignor makes no representations or warranties regarding title, except that Assignor expressly warrants that title is free from liens, encumbrances and defects arising by, through, and under Assignor, but no further.

This Assignment and Conveyance is further subject to the following terms and conditions:

Assignee will indemnify, hold harmless, release and defend Assignor from and against all damages, losses, claims, demands, causes of action, judgments and other costs (including, but not limited to, any civil fines, penalties, costs of assessment, clean-up, removal of pollution or contamination, and expenses for the modification, repair or replacement of facilities on the lands) brought by any and all persons and any agency or other body of federal, state or local government, on account of any personal injury, illness or death, any damage to, destruction or loss of property, and any contamination or pollution of natural resources (including soil, air, surface water or groundwater) to the extent any of the foregoing directly or indirectly is caused by or otherwise involves any environmental condition of the assigned premises, caused or arising after the Effective Time, including, but not limited to, the presence, disposal or release or any material (whether hazardous, extremely hazardous, toxic or otherwise) of any kind in, on or under the Assigned Premises.

Assignee’s indemnification obligations hereunder extend to and include, but are not limited to (i) the negligence or other fault of Assignee, and third parties, whether such negligence is active or passive, joint, sole or concurrent, (ii) Assignee’s strict liability and (iii) Assignee’s liabilities or obligations under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601 et. Seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§9601 et seq.), The Clean Water Act (33 U.S.C. §§466 et. Seq.), the Safe Drinking Water Act (14 U.S.C. §§1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et. Seq.), the Toxic Substances Control Act (15 U.S.C. §§2601-2629), the Clean Air Act (42 U.S.C. §7401 et. Seq.) as amended, the Clean Air Act amendments of 1990 and all applicable state and local laws and any applicable replacement or successor legislation or regulation thereto, and further extend to or include claims arising in whole or in part from the gross negligence or willful misconduct of Assignee. The indemnification provisions herein are in addition to and cumulative with any other indemnity provisions contained in this Assignment and

Conveyance or in the PSA, and the terms of the above laws shall control over any conflicting or contradicting terms or provisions contained in this Assignment and Conveyance.

Assignee agrees to fully comply with the applicable rules and regulations of the appropriate state or federal regulatory agency or agencies having jurisdiction applicable to the Assigned Premises, and Assignee will indemnify and hold Assignor harmless from and against all losses, costs, claims and expenses arising out of or in any way connected with Assignee's failure to so fully comply with said applicable rules and regulations insofar as same relate to Assignee's ownership of or operations on the Assigned Premises.

Assignee is liable for and must bear all sales and use taxes, conveyance, transfer and recording fees and real estate transfer stamps or taxes, if any, imposes on any transfer of property pursuant to the Assignment and Conveyance. Assignee will also bear and discharge all ad valorem taxes assessable on the Assigned Premises after Effective Time; provided, however, that to the extent any such taxes may have been incurred prior to the Effective Time, Assignor has discharged its pro-rata share thereof.

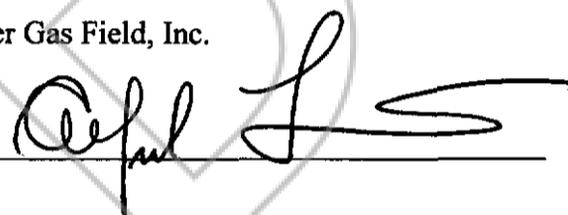
This Assignment and Conveyance binds and inures to the benefit of the heirs, successors and assigns of the Parties.

IN WITNESS WHEREOF, this Assignment and Conveyance is executed this 21st day of July, 2011.

ASSIGNOR:

Heyser Gas Field, Inc.

By:



ATTEST:

ASSIGNEE:

Rancho Los Alamos, LLC

By:

Bruce W. Hunt, President

~~R. Fred Hosey~~
R. Fred Hosey, Secretary

BW
PH
AB



STATE OF Texas §
COUNTY OF Dallas §
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This instrument was acknowledged before me on the 01st day of July, 2011, by Alfred Lussine, President of Alfred Lussine Field, Inc.

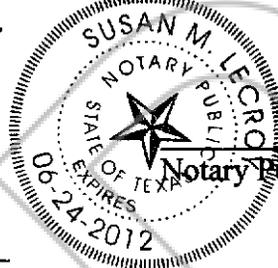
Helen P. White
Notary Public, State of Texas

My Commission Expires: 02/29/2012



STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of July, 2011, by Bruce W. Hunt, President of Rancho Los Alamos, LLC, on behalf of said limited liability company.



Susan M. Lecroy
Notary Public, State of Texas

My Commission Expires: 6/24/2012





Exhibit "A"
To Assignment of Record Title Interest in
Leases for Oil and Gas or Geothermal
Resources
from Heyser Gas Field, Inc., Assignor, to
Rancho Los Alamos, L.L.C., Assignee

	Federal Lease Serial No.	Effective Date	Land Description							
			Acres	TWP	RGE	Mer	State	COUNTY	Sec.	Legal
1	NVN087221	6/1/2010	7,544.63	6N	66E	MDM	NV	Lincoln	6	Lots 8-18, S2NE, SENW, E2SW, SE 7 18 19 20 21 28 29 30 31 32 33
2	NVN087691	7/1/2010	8,009.25	1S	60E	MDM	NV	Lincoln	4 5 6 7 8 9 16 17 18 19 20 29 30 31 32	E2E2 W2 All NE W2E2, W2 E2 E2 E2, E2NW, SW W2NE, W2, SE All All All All All All
3	NVN087695	7/1/2010	598.70	1S	64E	MDM	NV	Lincoln	1 12	Lot 4, W2SW S2NE, E2NW, S2
4	NVN087698	7/1/2010	5,760.00	8N	69E	MDM	NV	Lincoln	22 23 24 25 26 27 34 35 36	All All All All All All All All All