

The properties, rights and interests identified in subsections A through D above are collectively called the "Assets."

Notwithstanding anything contained in this Assignment and Bill of Sale to the contrary, the Assets do not include, and there is EXCEPTED if owned by third parties and RESERVED unto Assignor if owned by Assignor, and Assignor does not grant, bargain, sell, convey, assign, transfer, set over or deliver to Assignee hereby: (i) all rights, assets, properties, and business of Assignor, including subsurface formations and rights, related to all depths above the stratigraphic equivalent of the top of the Burkett Formation, which occurs at a true vertical depth of 3,860 feet in well number 34121240720000, Seneca Township, Noble County, Ohio, together with any rights, liabilities, or obligations associated therewith, provided, however, Assignee shall have the right to drill through such depths to operate and produce the depths hereby acquired; and (ii) an overriding royalty interest in the Leases, on a Lease-by-Lease basis, equal to the positive difference, if any, between 18.75% and existing lease burdens, which shall be proportionately reduced to the extent the applicable Lease covers less than 100 percent of the minerals in the lands covered by the Lease or if the Lease covers less than 100 percent of the working interest in such Lease. Assignee may pool the Overriding Royalty Interest without obtaining the additional consent of Assignor.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever. Assignor hereby agrees to warrant and defend the title to the Assets hereby assigned unto Assignee against the claims of any party arising by, through, or under Assignor, but not otherwise. Additionally, to the extent transferable, Assignor hereby assigns to Assignee, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) by owners in Assignor's chain of title, vendors, or others, given or made with respect to the Assets or any part thereof prior to the Effective Time. This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the Assignor and Assignee, and their respective successors and assigns.

EXCEPT WITH REGARD TO THE SPECIAL WARRANTY OF TITLE FROM ASSIGNOR TO ASIGNEE SET FORTH ABOVE, THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT WARRANTIES OR COVENANTS, EXPRESSED OR IMPLIED IN FACT OR IN LAW, AS TO TITLE, MERCHANTABILITY, DURABILITY, USE, OPERATION, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, SAFETY OF THE PROPERTY, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE. ASSIGNOR DOES NOT IN ANY WAY REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR. ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, INCLUDING THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY, AND EQUIPMENT ASSIGNED