

**ASSIGNMENT, CONVEYANCE AND BILL OF SALE**  
**Richardson County, Nebraska**

This Assignment, Conveyance and Bill of Sale is made this 7<sup>th</sup> day of December 2006, and is effective the 13th day of December, 2006, by and between WICR CBM1, LLC (hereafter, "Assignor") and Joshi Technologies International, Inc. (hereafter, "Assignee").

WHEREAS, Assignor is now the owner of certain undivided interest in, to and under the following (the "Interests"):

- (a) **Leaseholds:** Oil and gas leaseholds, oil, gas and other minerals, including working interest, rights of assignment and reassignment, net revenue interests, record title interests, undeveloped locations and all other interests under or in oil, gas or mineral leases, and interests in rights to explore for and produce oil, gas or other minerals which are described in *Exhibit "A"* (the "Leases");
- (b) **Rights in Production:** Reversionary interest, backing interests, overriding royalty interests and production payments relating to the Leases;
- (c) **Contract Rights:** Unit agreements, orders and decisions of regulatory authorities establishing or relating to units, unit operating agreements, operating agreements, communitization agreements, gas purchase agreements, oil purchase agreements, gathering agreements, transportation agreements, processing or treating agreements, farmout agreements and farmin agreements, subleases, and any other agreements to the extent assignable relating to the Interests (hereinafter, the "Contracts");
- (d) **Remaining Interests:** All other rights and interest in, to or under or derived from the Interests, even though improperly described in or omitted from the *Exhibits*. It is the expressed intent of the parties that all of Assignor's right, title and interest in any and all oil and gas properties described on *Exhibit "A"* be assigned to Assignee hereunder except as specifically excepted and reserved herein.

WHEREAS, Assignor desires to assign, convey and deliver to Assignee and Assignee desires to accept all of Assignor's right, title and interest in the Interests insofar and only insofar as the Interests relate to rights, titles and interested described on *Exhibit "A"*, and

WHEREAS, as consideration for this Assignment, Assignee has paid Assignor the sum of one hundred dollars (\$100.00) plus other valuable and sufficient benefits, the receipt of which is acknowledged by Assignor.

NOW, THEREFORE, Assignor hereby grants, bargains, sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in, to and under the Interests insofar and only insofar as such Interests relate to rights, titles and interested described on *Exhibit "A"*. Assignor hereby warrants and defends its title to the Interest by, through and under Assignor, but not otherwise.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

The provisions of this Assignment, shall be construed as covenants running with the lands and shall be binding upon Assignee, its successors and assigns. Assignee specifically assumes all obligations to properly plug, abandon and remediate all wells Assignee may drill on such Leases.

It is understood and agreed between the parties that the execution of additional assignments of certain individual Leases herein described, may be required on approved governmental forms to facilitate approval of this transaction by governmental agencies; Assignor hereby agrees to execute and furnish to Assignee such documents, and such further assurances, as may be necessary to effectuate all of the terms of this Assignment.

Except as provided herein, this Assignment is made without warranty of title, expressed or implied.

This Assignment is made pursuant to that certain Purchase and Sale Agreement dated December 7, 2006, between Assignor and Assignee. In the case of a conflict between the terms of this Assignment and such Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall govern and control.

This Assignment is effective for all purposes on December 13, 2006.

**ASSIGNOR**

WICR CBM1, LLC

By: [Signature]  
Jeff D. Sandefer  
Title: Manager

**ASSIGNEE**

JOSHI TECHNOLOGIES INTERNATIONAL, INC.

By: [Signature]  
S. D. Joshi  
Title: President



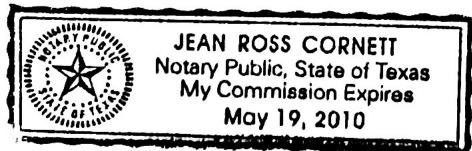
**ACKNOWLEDGEMENTS**

STATE OF TEXAS )  
 ) ss:  
CITY AND COUNTY OF TRAVIS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December 2006, by Jeff D. Sandefer as Manager of WICR CBM1, LLC, on behalf of such company.

My Commission Expires: May 19, 2010

[Signature]  
Notary Public



**ACKNOWLEDGEMENTS**

STATE OF OKLAHOMA )  
 ) ss:  
CITY AND COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December 2006, by S.D. Joshi as President of Joshi Technologies International, Inc., on behalf of such company.

My Commission Expires: 09-17-08 Notary # 09-17-08

Joni J. Baum  
Notary Public

State of Nebraska  
Richardson County

Filed for record in the Register of Deeds  
office the 26 day of Feb, 2007  
at 10:55 o'clock Am recorded  
in Book 58 Page 447  
Mary L. Erickson  
Register of Deeds  
Patricia Scott  
Deputy

31. Cedar Farms, Inc.

Township 2 North, Range 16 East

Section 5: SE/4

Section 5: S/2 NE/4

Section 7: SE/4, EXCEPT a tract described as follows: Beginning at the SE corner of said quarter section; thence Westerly a distance of 2654.90 feet along the South line of said quarter section; thence Northerly deflecting 090 degrees, 03 minutes right, a distance of 96.00 feet along the West line of said quarter section; thence Easterly deflecting 090 degrees, 51 minutes right, a distance of 1671.09 feet, thence Easterly deflecting 003 degrees, 59 minutes left, a distance of 918.36 feet; thence Northerly deflecting 069 degrees, 56 minutes left, a distance of 229.98 feet to a point on the East line of said quarter section; thence Southerly deflecting 163 degrees, 04 minutes right, a distance of 338.80 feet along the East line of said quarter section to the point of beginning containing 5.51 acres, more or less

Section 7: NW/4, except portions thereof previously deeded to the State of Nebraska for road purposes, and except for a tract of land described as commencing at a point 58.2 feet East of the SW corner of said NW/4, thence running North along the East line of the right-of-way of the State Highway 592 feet, thence running East 368 feet to a point, thence running South 592 feet to a point on the South line of said NW/4, thence running West 368 feet to the point of beginning, containing 5 acre, more or less

Section 8: E/2 NE/4

Section 8: S/2 NW/4

Section 8: W/2 NE/4

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and containing 777.62 acres more or less.

32. John & Mary Ann Chaney

Township 3 North, Range 14 East

Section 35: SE/4

Township 3 North, Range 15 East

Section 30: SW/4

and containing 320.00 acres more or less.

Township 2 North, Range 14 East

Section 12: NW/4

and containing 160.00 acres more or less.

33. William & Jeanette Debus

Township 3 North, Range 16 East

Section 19: Northeast Quarter (NE/4)

and containing 160 acres more or less.

34. D.B. & Tracy Doerr

Township 3 North, Range 15 East of the 6<sup>th</sup> P.M.

Section 26: 150.75 acres, more or less, being described as that part of the SE/4 of the SW/4 & the SW/4 of the SE/4 lying East of the centerline of the former Chicago, Burlington & Quincy Railroad Co. Right-of-Way; also the NW/4 of the SE/4; also that part of the E/2 of the NW/4 & the W/2 of the NE/4 lying East of a branch running through the same known as Sardine Creek. AND 155.16 acres, more or less, described as the W/2 of the W/2 less that portion deeded to the State of Nebraska & recorded in Deed Book 124 at page 467, dated 1/4/50 & recorded in the Register of Deeds Office, Richardson County, Nebraska AND 36.25 acres of land, more or less, described as being all of the land lying West of the C.B.&Q. Railroad Right-of-Way in the SE/4 of the SW/4 & the SW/4 of the SE/4 and all that part of the Right-of-Way of the Chicago, Burlington & Quincy Railroad Company Right-of-Way which lies on the Westerly side of said Right-of-Way and abuts and immediately adjoins aforesaid real estate.

Section 35: 77.81 acres of land, more or less, being described as N/2 of the NW/4 less one acre for a cemetery Less & except Public Highways.

SEE EXHIBIT "A" ATTACHED HERETO & MADE A PART THEREOF

and containing 419.97 acres more or less.

35. Kent Dorste

Township 3 North, Range 15 East

Section 22: N/2 NE/4

Containing 80.00 acres more or less