

Filed for record in the Register of Deeds
office the 18 day of June, 2012
at 10:30 p.m. Am recorded in
Book 065 Page 233

PARTIAL ASSIGNMENT OF OIL & GAS LEASES

STATE OF NEBRASKA

COUNTY OF RICHARDSON

May L. Eichhoff
Register of Deeds
Debbie Gussbaum
Deputy

KNOW ALL MEN BY THESE PRESENTS, that Joshi Technologies International, Inc., hereinafter referred to as ASSIGNOR, with an address at 5801 East 41st Street, Suite 603, Tulsa, Oklahoma, 74135 for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, does hereby transfer, grant, bargain, sell, convey and assign to the following Assignees an undivided Eighty-Seven and One-Half Percent (87.50%) of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit A, attached hereto and by this reference made a part hereof (the "Leases"), in the proportions hereinafter indicated, unto:

ASSIGNEES:

Klabzuba Oil and Gas, FLP
700-17th Street, Suite 1300
Denver, Colorado 80202

Eighty-Seven and One-Half Percent (87.50%)

Wolf Operating, LLC
6716 Mahogany Ave
Barling, AR 72923

Twelve and One-Half Percent (12.50%)

This Assignment is subject, however, to the following terms, covenants and conditions:

1. This Assignment is made subject to all of the terms and the express and implied covenants and conditions of the Leases, to the extent of the rights hereby assigned, which terms, covenants and conditions Assignees hereby assume and agree to perform with respect to each Assignee's proportionate share of the Leases and in accordance with the Participation Letter Agreement between Assignor and Klabzuba Oil & Gas, Inc. dated effective March 1, 2012, and any amendments thereto. Said terms, covenants and conditions, insofar as the lands covered hereby are concerned, shall be binding upon Assignees, not only in favor of the lessor, but also in favor of Assignor and its successors and assigns.
2. The Leases assigned hereunder are assigned by Assignor and accepted by Assignees subject to all leasehold burdens existing as of the effective date hereof.
3. This Assignment is made without warranty of any kind except by, through and under Assignor, but not otherwise.
4. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective successors or assigns, and such terms, covenants and conditions shall be covenants running with the lands described herein and the Leases herein assigned and with each transfer or assignment of said land or the Leases.
5. **Retained Overriding Royalty Interest:** Assignor hereby reserves in each of the Leases, an overriding royalty interest of all oil, gas, and other hydrocarbons and all other minerals saved and sold from each of the Leases equal to 3.125% proportionately reduced to Assignor's working interest in each of the Leases. Assignor's reserved overriding royalty interest shall be free and clear of all costs of exploration, drilling and production, but shall bear its proportionate share of all costs of gathering, compression, dehydration, treating, processing, transportation and marketing. Assignor's reserved overriding royalty

interest shall bear its proportionate share of all production, severance, ad valorem and similar taxes.

- 6. If Assignor's interest in any of the Leases is less than the entire leasehold interest in such lease or the Leases cover less than 100% undivided interest in the subject lands, then the interest assigned to Assignees herein shall be reduced proportionately in each of those Lease(s).

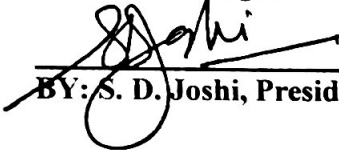
This Assignment may be executed in any number of counterparts with each Party executing separate counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

TO HAVE AND TO HOLD the same unto Assignees, their successors and assigns, forever, subject to the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates contained in the acknowledgments to be effective for all purposes as of March 1st, 2012 at 7:00 a.m. Central Standard Time.

ASSIGNOR:

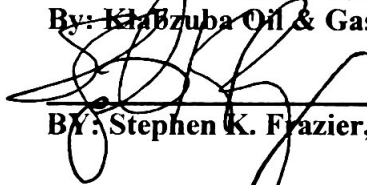
Joshi Technologies International, Inc.


 BY: S. D. Joshi, President

ASSIGNEES:

Klabzuba Oil and Gas, FLP

By: ~~Klabzuba Oil & Gas, Inc.~~, its General Partner


 BY: Stephen K. Frazier, President

Wolf Operating, LLC


 BY: Charles Wohlford, Manager

ACKNOWLEDGMENTS

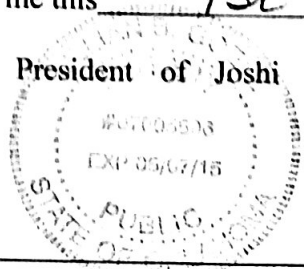
STATE OF OKLAHOMA }
 } s.s.
 COUNTY OF TULSA }

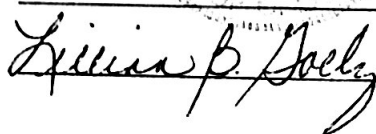
The foregoing instrument was acknowledged before me this 1st day of June, 2012 by S. D. Joshi, President of Joshi Technologies International, Inc., on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires:

06/07/2015




 Notary Public

Attached to and made a part of that certain Partial Assignment of Oil & Gas Leases dated effective 3/1/2012 by and between Joshi Technologies International, Inc, as Assignor and Klabzuba Oil & Gas, FLP and Wolf Operating, LLC, as Assignees.

Exhibit "A"

LESSOR	LESSEE	LEASE DATE	LEASE DESCRIPTION	BOOK	PAGE
John C. Chaney and Mary Ann Chaney, husband and wife, of c/o Harshman Land Company	WICR CBM1, LLC	10/16/2003	Section 8: S/2NW/4 Section 8: W/2NE/4 Township 3 North, Range 14 East Section 35: SE/4	55	279
John C. Chaney and Mary Ann Chaney, husband and wife, of c/o Auburn State Bank	WICR CBM1, LLC	1/7/2003	Township 3 North, Range 15 East Section 30: SW/4	55	445
William Howard Debus and Jeanette Mae Debus, Trustees of the Debus Living Trust, dated February 21, 1996	WICR CBM1, LLC	12/17/2003	Township 3 North, Range 16 East Section 19: Northeast Quarter (NE/4)	55	407
D. B. Doerr a/k/a David B. Doerr & Tracy A. Doerr, husband & wife	WICR CBM1, LLC	10/10/2003	Township 3 North, Range 15 East of the 6th 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.	55	255
Kent L. Dorste, Trustee of the Kent L. Dorste First Trust dated August 18, 1999	WICR CBM1, LLC	10/29/2003	Township 3 North, Range 15 East Section 22: N/2NE/4	55	305
Jerry A. Duerfeldt, a/k/a Jerry Duerfeldt and Linda Duerfeldt, husband and wife	WICR CBM1, LLC	12/15/2003	Township 3 North, Range 16 East Section 11: Commencing at the NE corner of the SE/4, thence West 105 2/3rd rods, thence South 130 rods, thence West 5 rods, thence South 30 rods, thence East 110 2/3 rods to the SE corner of said Section 11, thence North 160 rods to the place of beginning Section 13: NW/4	55	385

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