

Richardson County

Filed for record in the Register of Deeds office the 7 day of NOV, 2012 at 8:30 o'clock Am recorded in Book 066 Page 213

May L. Eickhoff
Register of Deeds

Debbie Dussbaum
Deputy

STATE OF NEBRASKA)
)
COUNTY OF RICHARDSON)

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment"), dated effective as of June 1, 2012 (the "Effective Date"), is from Klabzuba Oil and Gas, A Family Limited Partnership, a Delaware limited partnership ("KOGP"), Klabzuba Oil and Gas II, Ltd., a Texas limited partnership ("KOGP II"), Chester KS, Ltd. ("Chester"), and Klabzuba Oil & Gas, Inc., a Texas corporation (KOGI) (KOGP, KOGP II, Chester and KOGI are collectively referred to herein as "Assignor"), whose address is c/o Klabzuba Oil & Gas, Inc., 100 Lexington Street, Suite 050, Ft. Worth, Texas 76102, to Rock Creek Energy, LLC, a Colorado Limited Liability Company, ("Assignee"), whose address is 700 17th Street, Suite 1300, Denver, Colorado 80202.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, grant and convey unto Assignee, effective as of the Effective Date, the following described assets and interests (collectively the "Assets"):

- (a) all right, title and interest of Assignor in and to the fee mineral interests, leasehold interests, royalty and overriding royalty interests described on Exhibit A-1 (the "Leases").
- (b) all right, title and interest of Assignor in and to (i) the lands covered by or subject to the Leases, and (ii) the lands pooled or unitized with Leases (the "Lands").
- (c) all right, title and interest of Assignor in and to each well (whether producing, plugged and abandoned, shut-in, injection or water supply), well completion, multiple well completion, unit or other subdivision of property described in Exhibit "A-2" or owned in connection with the Leases or the Lands (the "Wells").
- (d) all right, title, and interest of Assignor in and to all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the Leases or the Lands and is, for the account of Seller, either: (a) held in storage tanks on the Effective Date or (b) sold on or after the Effective Date (the "Substances").
- (e) all right, title and interest of Assignor in and to or derived from the following:
 - (i) all rights with respect to the use and occupancy of the surface of and the subsurface depths under the Lands;
 - (ii) all rights with respect to the any pooled, communitized or unitized acreage by virtue of any of the Assets being a part thereof;
 - (iii) all contracts, commitments, agreements and arrangements that relate to the Assets, including the production, storage, treatment, transportation, processing, purchase, sale, disposal or other disposition of Substances therefrom or in connection therewith and any and all amendments, ratifications or extensions of the foregoing, together with (A) all rights, privileges and benefits of Assignor thereunder arising on or after the Effective Date, (B) all rights of Assignor thereunder to audit the records of any party thereto and to receive refunds of any nature thereunder, relating to periods on or after the Effective Date and (C) rights to make claims and receive proceeds under any insurance policy held by or on behalf of Assignor in connection with the Assets for any claim that arises on or after the Effective Date through the Closing Date in connection with the Assets.

- (iv) all leases, easements, permits, privileges, right-of-way agreements, licenses or other agreements relating to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, production or development of Substances from the Assets: and

- (f) All (i) trade credits, accounts receivable, notes receivable, take or pay amounts receivable and other receivables and general intangibles, attributable to other Assets with respect to periods of time from and after the Effective Date, (ii) liens and security interests in favor of Assignor, whether choate or inchoate, under any law or contract, to the extent arising from, or relating to, the ownership, operation, or sale or other disposition at or after the Effective Date of any of the other Assets and (iii) claims of indemnity, contribution or reimbursement against third parties relating to the Assumed Obligations;

- (g) all real and personal property located upon the Lands or used in connection with exploration, construction, development, ownership, use, maintenance or operation of the Assets, including without limitation, inventory, tanks, boilers, buildings, fixtures, machinery, equipment, pipelines, utility lines, power lines, telephone lines, roads and other appurtenances; and

- (h) any and all of Assignor's books, records, contracts, agreements, abstracts of title, title opinions, title files, ownership maps, lease files, assignments, division orders and other documents and reports relating to the Assets, including without limitation the following:
 - (i) Well information, including drilling records, well logs, well files, and production records;
 - (ii) Information and records concerning past payment of excise taxes, ad valorem taxes, franchise taxes, production taxes and any other taxes assessed against or related to real and personal property and production activities associated with the Assets;
 - (iii) Accounting information, invoices, and other records concerning field expenses, payments made to royalty owners, lessors, contractors and other third parties and concerning payments/proceeds received from working interest owners, purchasers of production and any other third parties;
 - (iv) Any and all information concerning environmental matters including studies, reports, testing and sampling results, inspections, correspondence with contractors, government agencies or any other third parties, and any other information related to the environmental condition of the Assets or operations thereon;
 - (v) Any and all information and records related to regulatory matters of any kind involving federal, state or local governmental agencies such as (but not limited to) permits, applications for agency action, enforcement proceedings, rulemaking and any similar regulatory activities;
 - (vi) Any and all seismic, geologic and geophysical files, maps, recordings, interpretations, correspondence, records relating to other Assets located in either the office at 700 17th Street, Denver, CO 80202, or being held in storage offsite at Excel Geophysical, in total; and
 - (vii) Any and all engineering and well data of any nature associated with the other Assets.

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

This Assignment, Conveyance and Bill of Sale is made and accepted expressly subject to the following terms and conditions:

1. This Assignment is made subject to that certain Asset Purchase and Sale Agreement dated September 12, 2012 between Assignor and Assignee (the "Purchase Agreement") which shall survive the delivery of this Assignment and shall control as between Assignor and Assignee in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement. All capitalized terms used and not defined in this Assignment shall have the meanings given them in the Purchase Agreement.
2. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, EXCEPT ASSIGNOR WARRANTS TITLE TO THE WORKING INTERESTS AND NET REVENUE INTERESTS IN THE WELLS SET FORTH IN EXHIBIT A-2 AGAINST ALL CLAIMS, LIENS AND ENCUMBRANCES ARISING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, BUT ONLY TO THE EXTENT THAT SUCH CLAIMS, LIENS, AND ENCUMBRANCES ARISING BY, THROUGH, AND UNDER ASSIGNOR AROSE OR OCCURRED AFTER JULY 1, 2012. FOR THE AVOIDANCE OF DOUBT, ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY CONCERNING THE ACCURACY OR COMPLETENESS OF THE WORKING INTERESTS AND NET REVENUE INTERESTS SET FORTH ON EXHIBIT A-2, IT BEING UNDERSTOOD THAT ASSIGNEE IS RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THE PRECEDING SENTENCE.
3. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, IT BEING EXPRESSLY UNDERSTOOD THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS" AND "WHERE IS" AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.
4. Assignee agrees to assume and pay, perform, fulfill and discharge the Assumed Obligations as defined in the Purchase Agreement.
5. Assignor agrees to execute and deliver to Assignee all such other additional instruments, notices, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee all of Assignor's right, title and interest in the Assets.
6. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.
7. This Assignment may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same assignment. To facilitate recordation, there may be omitted from the Exhibits to this Assignment in certain counterparts descriptions of the Assets located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.

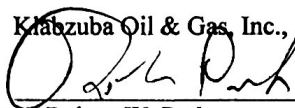
(signatures on following page)

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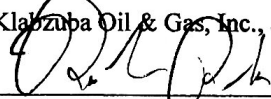
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

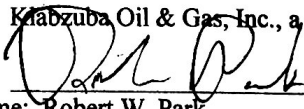
KLABZUBA OIL AND GAS, A FAMILY LIMITED PARTNERSHIP, a Delaware limited partnership

By: Klabzuba Oil & Gas, Inc., a Texas corporation, its general partner
By: 
Name: Robert W. Park
Its: CEO

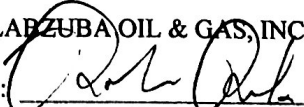
KLABZUBA OIL AND GAS II, LTD., a Texas limited partnership

By: Klabzuba Oil & Gas, Inc., a Texas corporation, its general partner
By: 
Name: Robert W. Park
Its: CEO

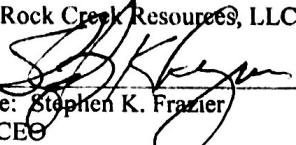
CHESTER KS, LTD

By: Klabzuba Oil & Gas, Inc., a Texas corporation, its general partner
By: 
Name: Robert W. Park
Its: CEO

KLABZUBA OIL & GAS, INC., a Texas corporation

By: 
Name: Robert W. Park
Its: CEO

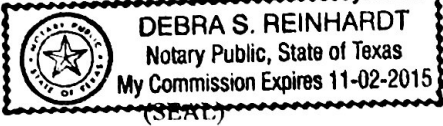
ASSIGNEE: ROCK CREEK ENERGY, LLC

By: Rock Creek Resources, LLC, its manager
By: 
Name: Stephen K. Frazier
Its: CEO

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me on this 28th day of September, 2012, by Robert W. Park as the Chief Executive Officer of Klabzuba Oil & Gas, Inc., the General Partner of Klabzuba Oil and Gas, a Family Limited Partnership, a Delaware limited partnership, on behalf of said companies.

Witness my hand and official seal.
My commission expires: 11/2/2015

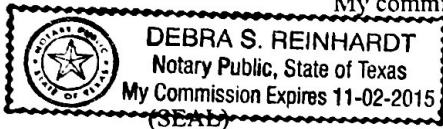


Debra S Reinhardt
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me on this 28th day of September, 2012, by Robert W. Park as the Chief Executive Officer of Klabzuba Oil & Gas, Inc., the General Partner of Klabzuba Oil and Gas II, LTD., a Texas limited partnership, on behalf of said companies.

Witness my hand and official seal.
My commission expires: 11/2/2015

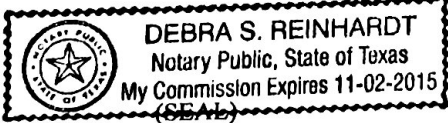


Debra S Reinhardt
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me on this 28th day of September, 2012, by Robert W. Park as the Chief Executive Officer of Klabzuba Oil & Gas, Inc., the General Partner of Chester KS, LTD., a Texas limited partnership, on behalf of said companies.

Witness my hand and official seal.
My commission expires: 11/2/2015



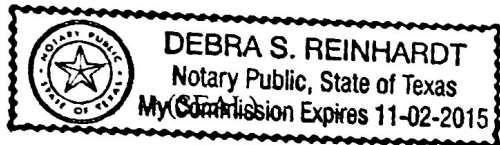
Debra S Reinhardt
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me on this 28th day of September, 2012, by Robert W. Park as the Chief Executive Officer of Klabzuba Oil & Gas, Inc. on behalf of said company.

Witness my hand and official seal.
My commission expires:

11/2/2015



Debra S. Reinhardt
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 27th day of September, 2012, by Stephen K. Frazier as the Chief Executive Officer of Rock Creek Resources, LLC., Manager of Rock Creek Energy, LLC on behalf of said companies.

Witness my hand and official seal.
My commission expires:

6.16.14

[Signature]
Notary Public

(SEAL)

Attached hereto and made a part hereof that Assignment, Conveyance, and Bill of Sale dated effective June 1, 2012
 Exhibit "A-1"
 Richardson County, Nebraska

LEASE ID	PROJECT	LESSOR	LESSEE	LEASE DATE	LEASE DESCRIPTION	BOOK	PAGE
26*NE0233	SENOP	JOHN AND MARY CHANEY, H/W	WICR CBM1, LLC	10/16/2003	Township 3 North, Range 14 East Section 35: SE/4 Township 3 North, Range 15 East Section 30: SW/4	55	279
26*NE0234	SENOP	JOHN AND MARY CHANEY	WICR CBM1, LLC	1/7/2003	Township 2 North, Range 14 East Section 12: NW/4	55	445
26*NE0235	SENOP	DEBUS LIVING TRUST DTD 2/21/96	WICR CBM1, LLC	12/17/2003	Township 3 North, Range 16 East Section 19: Northeast Quarter (NE/4)	55	407
26*NE0236	SENOP	DAVID AND TRACY DOERR, H/W	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	55	255