

ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

For recording purposes only:

Net mineral acres are 3,827.24.

There are 152.00 producing acres and 258.495 non-producing acres in Bibb County which is 10.73%.

There are 2,106.00 producing acres and 1,310.745 non-producing acres in Shelby County which is 89.27%.

SOURCE OF TITLE: see Leases attached hereto as Exhibit A.

This Assignment, Bill of Sale and Assumption Agreement (this "**Assignment**"), dated effective as of July 1, 2009 (the "**Effective Date**"), is made by **W. Ray Wallace** ("**Assignor**"), in favor of **OGP-Gurnee, LLC**, a Texas limited liability company ("**OGP**"), and **Calera Gas LLC**, a Nevada limited liability company ("**Assignee**").

For and in consideration of Seventy Two Thousand Five Hundred Eighty One and 00/100 Dollars (\$72,581) paid by OGP and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER AND DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following, subject to the terms and reservations hereof (the "**Transferred Assets**"):

(a) the oil and gas leases, coal bed methane leases and/or fee mineral interests more particularly described in Exhibit A (collectively, the "**Leases**"), together with any and all other right, title and interest of Assignors in and to (i) the leasehold or fee estates created thereby and (ii) the lands covered by the Leases or included in units with which the Leases may have been pooled, unitized or communitized (collectively, the "**Lands**"), including, in each case, fee mineral interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests and reversionary interests;

(b) all permits, licenses, servitudes, rights-of-way and surface agreements used or held for use primarily in connection with the ownership or operation of the Leases or the Lands;

(d) all rights and interests in, under or derived from all unitization, pooling and communitization agreements in effect with respect to the Leases or the Lands;

(e) all Hydrocarbons produced from or attributable to the Leases or the Lands from and after the Effective Date;

(f) copies of all of the files, records, information and data, whether written or electronically stored, primarily relating to the Transferred Assets, including (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) contract files; (iii) correspondence; (iv) operations, environmental, production and accounting records and (v) facility and well records.

TO HAVE AND TO HOLD all and singular such Transferred Assets together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever.

Assignor warrants title to Transferred Assets from and against the claims and demands of all Persons claiming by, through or under Assignor and its Affiliates, but not otherwise.

EXCEPT AS SET FORTH IN THE PREVIOUS PARAGRAPH, ASSIGNOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING ASSIGNORS, TRANSFERRED ASSETS OR LIABILITIES OF ASSIGNOR AND IT IS UNDERSTOOD THAT ASSIGNEE TAKES TRANSFERRED ASSETS "AS IS" AND "WHERE IS". ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS AND LIMITATIONS FOR THE PURPOSE OF ANY APPLICABLE LAW.

Assignee hereby assumes and accepts any and all liabilities arising on or after the Effective Date relating to or in connection with Transferred Assets. For the avoidance of doubt, Assignee does not assume and Assignor retains all liabilities arising before the Effective Date relating to or in connection with the Transferred Assets or production therefrom (including liabilities in the nature of production or severance taxes).

Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary more fully to vest in Assignee title to Transferred Assets, and to put Assignee in actual possession of Transferred Assets, including, without limitation, assignments acceptable for filing with the all applicable Governmental Authorities (the "***Governmental Assignments***"). In the event any term or provision of any Governmental Assignment should be inconsistent with or conflict with the terms or provisions of this Assignment, the terms and provisions of this Assignment shall control and shall govern the rights, obligations and interests of the parties hereto, their successors and assigns. The Governmental Assignments and this Assignment shall, when taken together, be deemed to constitute but one conveyance and assignment by Assignor to Assignee of Transferred Assets.

This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Date.

ASSIGNOR:



W. RAY WALLACE

ASSIGNEE:

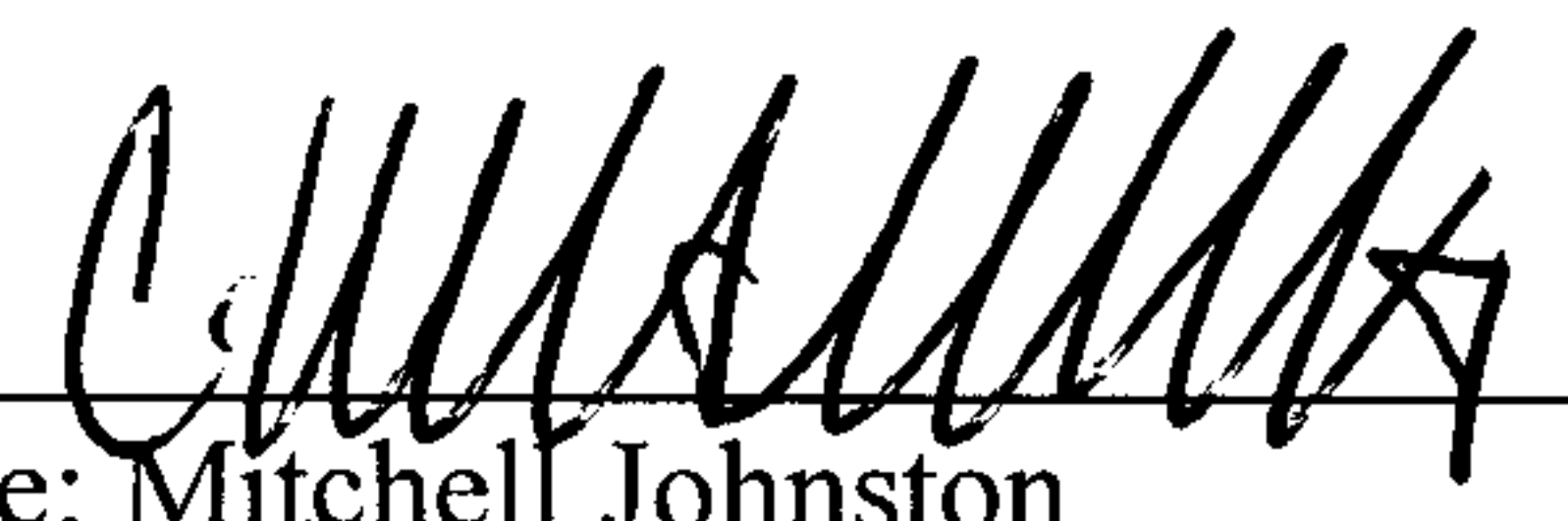
CALERA GAS LLC,
a Nevada limited liability company

By: Lulu Limited,
a Texas limited partnership,
Member

By: Wallace Tech Incorporated,
a Texas corporation,
its General Partner

By: 
Name: W. Ray Wallace
Title: President

OGP-GURNEE, LLC,
a Texas limited liability company

By: 
Name: Mitchell Johnston
Title: Manager



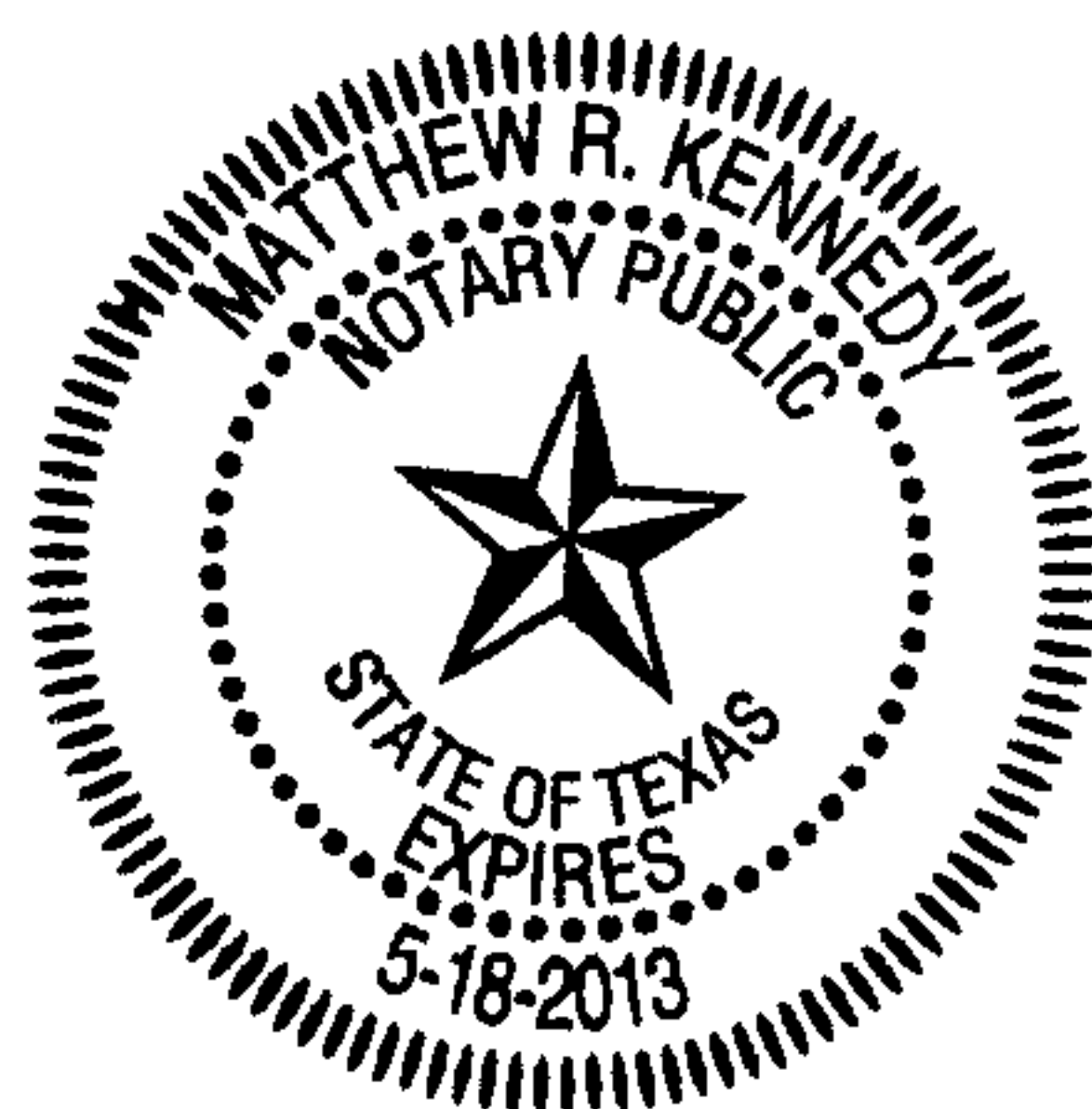
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Shelby Cnty Judge of Probate, AL
09/09/2009 12:55:43 PM FILED/CERT

THE STATE OF TEXAS

COUNTY DALLAS

I, a Notary Public, in and for said County in said State, hereby certify that W. Ray Wallace whose name is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 13th day of July, 2009.



Matthew R. Kennedy

Notary Public

Print Name Matthew R. Kennedy

My commission expires:

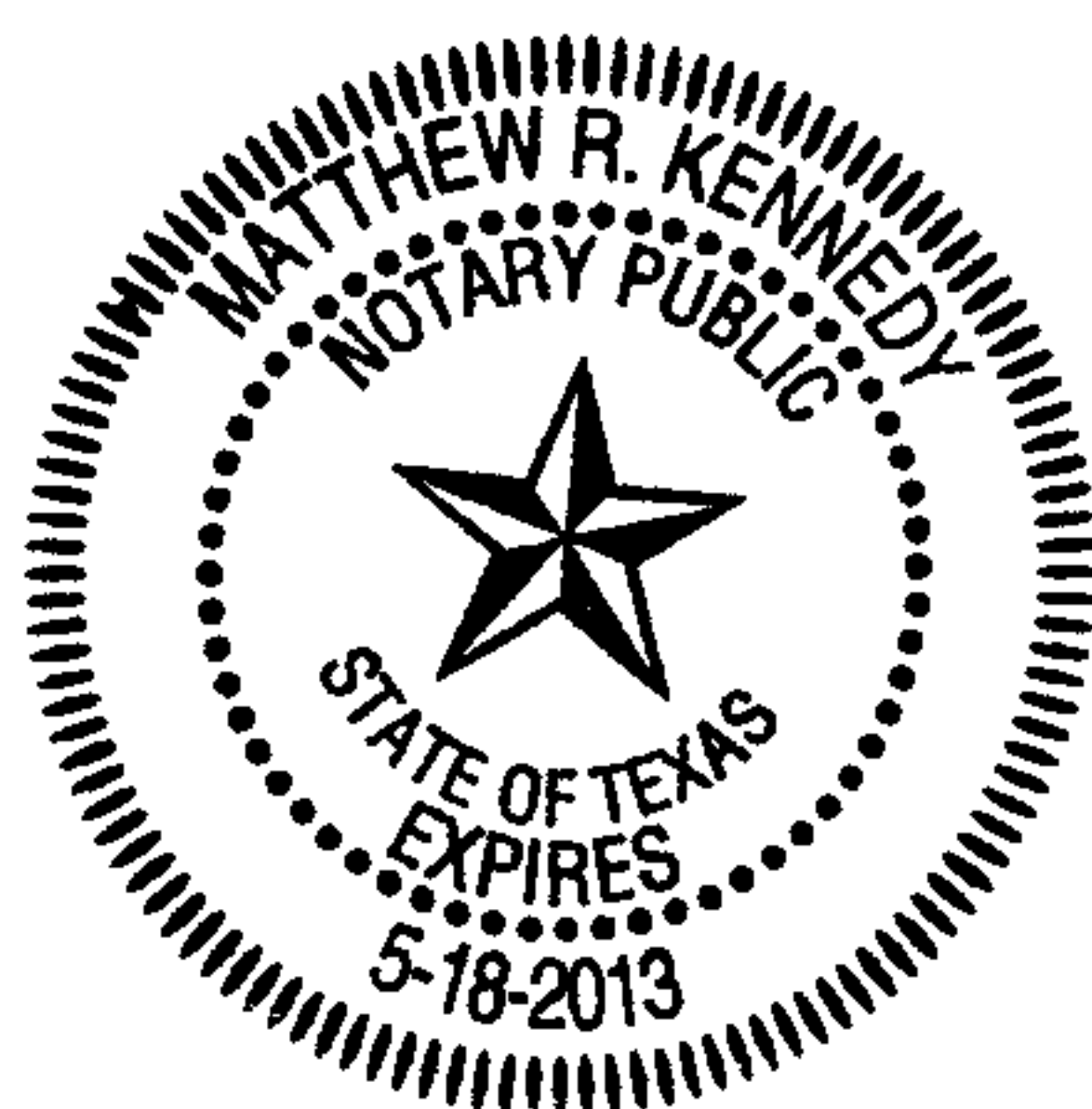
5-18-2013

THE STATE OF TEXAS

COUNTY DALLAS

I, a Notary Public, in and for said County in said State, hereby certify that W. Ray Wallace whose name as president of Wallace Tech Incorporated, general partner of Lulu Limited, member of Calera Gas LLC, a Nevada limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 13th day of July, 2009.



Matthew R. Kennedy

Notary Public

Print Name Matthew R. Kennedy

My commission expires:

5-18-2013



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THE STATE OF TEXAS

COUNTY DALLAS

I, a Notary Public, in and for said County in said State, hereby certify that Mitchell Johnston whose name as manager of OGP-Gurnee, LLC, a Texas limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 13th day of July, 2009.



Matthew R. Kennedy

Notary Public

Print Name Matthew R. Kennedy

My commission expires:

5-18-2013

Instrument prepared by Kennedy Legal Firm PLLC, 2911 Turtle Creek Blvd., Ste. 450, Dallas, Texas 75219.



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Exhibit A
Leases

[Attached behind this page.]

EXHIBIT "A"
Shelby County, Alabama

LESSOR	LESSEE	LEASE DATE	RECORDING NUMBER	TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION
BOWATER ALABAMA INC	CDX SEQUOYA LLC	10/12/2004	2005/100960	21S	3W	18	E2SW, S2 SE
				21S	3W	19	S2NE, SE LESS THAT PART BELONGING TO SEGCO, E2SW
				21S	3W	20	SW/4
				21S	3W	29	NWNW
				21S	3W	30	W2 SE LESS PART BELONGING TO SEGCO, E2S1W, SWSW, N2NE
							LESS PART BELONGING TO SEGCO
							N2 LESS PART BELONGING TO SEGCO, SW
				21S	3W	31	
				21S	4W	25	SE4
				21S	4W	35	E2 SE
				21S	4W	36	NENW,NE4, NWNW, S2NW, S2 LESS 4 ACRES IN THE NE
							CORNER OF THE SESE
				22S	3W	6	W2NW, W2E2SE, W2SE, SW
				22S	4W	1	NE, SE, S2SW, S2NW, N2SW, NENW LESS 9 ACRES, NORTH 31
							ACRES OF THE NWNW
				22S	4W	2	S2SE, NWSE, S2SW, NESW, NESE, NWSW
				22S	4W	3	NESE
				22S	4W	4	SW, NW, NE, NWSE, S2SE
				22S	4W	9	W2NE, E2NW
				22S	4W	10	E2NE, NESW, W2NE, SENW, NWSW
				22S	4W	11	S2NE, NWNE, E2NW, NWNW, E2SW, N2SE, SESE, N2SWSE, NENE
				22S	4W	12	E2, E2W2, NWNW, NESWNW, SENWSW,NWSWNW
				22S	4W	13	E2, E2W2, E2NWNW, SESWNW, SWSW
				22S	4W	14	SW, S2SE, W2NESE,NWSE
				22S	4W	15	W2NE, N2S2
				22S	4W	16	NE, S2
				22S	4W	21	ALL
				22S	4W	22	E2, N2NW, SENW, E2SW
				22S	4W	23	ALL
				22S	4W	24	ALL
				22S	4W	25	ALL OF FRACTIONAL SECTION
				22S	4W	26	ALL OF FRACTIONAL SECTION
				22S	4W	27	NE
				24N	11E	1	ALL
				24N	11E	2	ALL
				22S	4W	4	NE SE
GULF STATES PAPER CORPORA1	CDX SEQUOYA LLC	2/9/2004	20050201000050290	22S	4W	9	SW, NW SE (FEE) SE NE, E2 SE, SW SE (MIN INT)
				22S	4W	10	W2 NW, NE NW, SW SW
				22S	4W	4	NE SE
				22S	4W	9	S2, SE NE
WITTEN ELIZABETH E	CDX SEQUOYA LLC	3/3/2004	20040805000438350	22S	4W	10	W2 NW, NE NW, SW SW
				22S	4W	4	NE SE
				22S	4W	9	S2, SE NE
RODEN DOROTHY	CDX SEQUOYA LLC	3/3/2004	20040805000438380	22S	4W	10	W2 NW, NE NW, SW SW
				21S	3W	29	S2 SE, SE SW
				21S	3W	31	E2 SE, SW SE
LITTLE GEM COAL COMPANY	CDX SEQUOYA LLC	5/26/2004	20040805000438360	21S	3W	32	ALL LESS N2 NW AND 22.81 AC IN THE SE CORNER
				22S	3W	5	E2 NW, SW NW, W2 NE, W2 NE NE, SW SE, N2 SW, N2 SE
				22S	3W	6	E2 NE, NW NE, E2 NW
				22S	3W	7	NE NE, N2 SE NE

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EXHIBIT "A"
Shelby County, Alabama

LESSOR	LESSEE	LEASE DATE	RECORDING NUMBER	TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION
BLAIR HENDERSON DIANA	CDX SEQUOYA LLC	12/4/2003	20040805000438390	22S	4W	12	SW SW, N2 NW SW, SW NW SW, S2 SW NW, NE SW NW
				22S	4W	13	NW SW, W2 NW NW, N2 SW NW, SW SW NW, 1.25 AC IN NE SW, 2.46 AC IN SE SW UNDER
				22S	4W	14	ROW TO SHELBY COUNTY
				22S	4W	24	SE NE, E2 NE SE
HENDERSON RALPH CRAIG	CDX SEQUOYA LLC	11/25/2003	20040805000438410	22S	4W	12	1.83 AC IN NENE, 0.85 AC IN SE NE, 2.78 AC IN NE NE, 1.43 AC IN NE NW, ALL UNDER ROW
				22S	4W	13	TO SHELBY COUNTY
				22S	4W	14	SW SW, N2 NW SW, SW NW SW, S2 SW NW, NE SW NW
				22S	4W	13	NW SW, W2 NW NW, N2 SW NW, SW SW NW, 1.25 AC IN NE SW, 2.46 AC IN SE SW UNDER
SEALE EVE LYNN HENDERSON	CDX SEQUOYA LLC	11/25/2003	20040805000438400	22S	4W	14	ROW TO SHELBY COUNTY
				22S	4W	24	SE NE, E2 NE SE
				22S	4W	12	1.83 AC IN NENE, 0.85 AC IN SE NE, 2.78 AC IN NE NE, 1.43 AC IN NE NW, ALL UNDER ROW
				22S	4W	13	TO SHELBY COUNTY
HENDERSON BETTY M ET AL	CDX SEQUOYA LLC	12/4/2003	20040805000438420	22S	4W	12	SW SW, N2 NW SW, SW NW SW, S2 SW NW, NE SW NW
				22S	4W	13	NW SW, W2 NW NW, N2 SW NW, SW SW NW, 1.25 AC IN NE SW, 2.46 AC IN SE SW UNDER
				22S	4W	14	ROW TO SHELBY COUNTY
				22S	4W	24	SE NE, E2 NE SE
SUTLEY EUGENE	CDX SEQUOYA LLC	4/19/2004	20040805000438370	21S	5W	11	1.83 AC IN NENE, 0.85 AC IN SE NE, 2.78 AC IN NE NE, 1.43 AC IN NE NW, ALL UNDER ROW
				21S	5W	12	TO SHELBY COUNTY
				21S	5W	13	NE NE, NE SE NE
				21S	5W	14	N2 NW
				21S	5W	24	W2 NW, E2 SW, NW SE

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