

ASSIGNMENT OF OIL AND GAS LEASE

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CALLAHAN }

On this 23rd day of March, 2011, PRO OIL & GAS, INC., OF 1129 AIRPORT RD., GRAFORD, TEXAS 76449, (hereinafter referred to as "Assignor"), for and in consideration of ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged to C & C PETROLEUM MANAGEMENT L.L.C., OF 20 BAYSHORE DR., CICERO, INDIANA, 46034-9477, (hereinafter referred to as "Assignee"), the receipt and sufficiency of which considerations are hereby acknowledged, does hereby transfer and assign unto Assignee 100% Working Interest, 80% Net Revenue and equipment in and to the Oil, Gas and Mineral Lease (hereinafter referred to as "Said Lease"), described below and made part hereof the P. H. BARNES LEASE, LEASE No. 08680 and 25394 (P-17 # 5596).

Assignee herein agrees to comply with all of the rules and regulations of the Railroad Commission of the State Of Texas and any other governmental agency having supervisory authority or jurisdiction over any operations upon said leases. In addition, Assignee herein does agree to indemnify, save and keep Assignor harmless from all costs, losses, claims liability, or causes of action that may be asserted or brought by any person, firm, associations or corporation, including the Railroad Commission of the State of Texas or any other governmental agency having jurisdiction, with respect to operations, including but not limited to plugging and abandoning any well and all wells located on said lease herein assigned or to any work or acts connected with or growing out of the salvage of the said property described below and made hereof,

All equipment in relation to the production of any and all hydrocarbons on this lease will be left in place.

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, executors, administrators, successors and assigns. The Assignee herein joins in the execution of this Assignment to evidence the fact that Assignee agrees to the terms and conditions hereof and further agrees to be bound same.

[Signature]
BRENT MARLOWE
PRO OIL & GAS, INC.



THE STATE OF TEXAS}
COUNTY OF

This instrument was acknowledged by BRENT MARLOWE personally known to me on this 24TH day of MARCH, 2011.

[Signature]

Notary Public, State of Texas

P.H. BARNES LEGAL

80 Acres more or less, being all that certain tract, lot or parcel of land lying and being situated in Brown County, Texas, on what is know as Holloway Mountain, 17 miles North 60' West of the City of Brownwood, Texas, being a part of said Section No. 38, and being that same property described in a Warranty Deed dated August 11, 1917 from John Barnes and wife, A.L. Barnes, to P.H. Barnes, recorded in Vol. 139 in Page 247 of Deed Records of Brown County, Texas, to which instrument and therefore, reference is made for all purposes.

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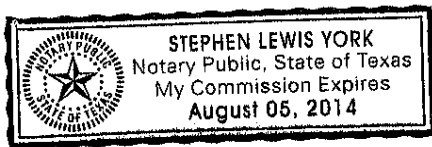
On this 27th day of January 2011, PRO OIL & GAS, INC., OF 1229 AIRPORT RD., GRAFORD, TEXAS, 76449 (hereinafter referred to as "Assignor"), for and in consideration of ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged to C & C PETROLEUM MANAGEMENT L.L.C., OF 20 BAYSHORE DR., CICERO, INDIANA, 46034-9477 (hereinafter referred to as "Assignee"), the receipt and sufficiency of which considerations are hereby acknowledged, does hereby transfer and assign unto Assignee 100% Working Interest , 80% Net Revenue and equipment in and to the Oil, Gas and Mineral Lease (hereinafter referred to as "Said Lease"), described below and made part hereof the LONG LEASE, RR Identifier; District 7B, Lease # 00324.

Assignee herein agrees to comply with all of the rules and regulations of the Railroad Commission of the State Of Texas and any other governmental agency having supervisory authority or jurisdiction over any operations upon said leases. In addition, Assignee herein does agree to indemnify, save and keep Assignor harmless from all costs, losses, claims liability, or causes of action that may be asserted or brought by any person, firm, associations or corporation, including the Railroad Commission of the State of Texas or any other governmental agency having jurisdiction, with respect to operations, including but not limited to plugging and abandoning any well and all wells located on said lease herein assigned or to any work or acts connected with or growing out of the salvage of the said property described below and made hereof,

All equipment in relation to the production of any and all hydrocarbons on this lease will be left in place. All crude production currently in the tanks becomes property of C & C Petroleum Management, LLC.

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, executors, administrators, successors and assigns. The Assignee herein joins in the execution of this Assignment to evidence the fact that Assignee agrees to the terms and conditions hereof and further agrees to be bound same.

[Signature]
BRENT MARLOWE
PRO OIL & GAS, INC.



THE STATE OF TEXAS}
COUNTY OF

instrument was acknowledged by BRENT MARLOWE personally known to me on this 27th day of March, 2011.

[Signature]

Notary Public, State of Texas

LONG LEGAL

37.5 Acres more or less beginning at the SW corner of the said Orr Tract, being the S/W corner of said Anderson Survey; Thence North with the line of said Anderson Survey, 284.5 varas; Thence East with the B.B. Bond South line, 745 varas; Thence South 284.5 varas; Thence West with the South line of said Anderson Survey, 745 varas to the point of beginning. Said lease being recorded in the office of the County Clerk in and for said County in book page 83 and volume 213;

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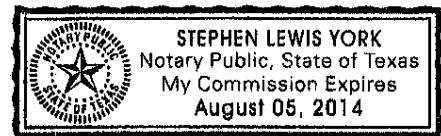
On this 23rd day of March, 2011, PRO OIL & GAS, INC., OF 1129 AIRPORT RD., GRAFORD, TEXAS 76449, (hereinafter referred to as "Assignor"), for and in consideration of ten and No/100 Dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged to C & C PETROLEUM MANAGEMENT L.L.C OF 20 BAYSHORE DR., CICERO, INDIANA, 46034-9477, (hereinafter referred to as "Assignee"), the receipt and sufficiency of which considerations are hereby acknowledged, does hereby transfer and assign unto Assignee 100% Working Interest, 80% Net Revenue and equipment in and to the Oil, Gas and Mineral Lease (hereinafter referred to as "Said Lease"), described below and made part hereof the HENDERSON LEASE. Texas RRC Identifier; District 7B, Lease #00324.

Assignee herein agrees to comply with all of the rules and regulations of the Railroad Commission of the State Of Texas and any other governmental agency having supervisory authority or jurisdiction over any operations upon said leases. In addition, Assignee herein does agree to indemnify, save and keep Assignor harmless from all costs, losses, claims liability, or causes of action that may be asserted or brought by any person, firm, associations or corporation, including the Railroad Commission of the State of Texas or any other governmental agency having jurisdiction, with respect to operations, including but not limited to plugging and abandoning any well and all wells located on said lease herein assigned or to any work or acts connected with or growing out of the salvage of the said property described below and made hereof,

All equipment in relation to the production of any and all hydrocarbons on this lease will be left in place. All crude production currently in the tanks becomes property of C & C Petroleum Management, LLC.

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, executors, administrators, successors and assigns. The Assignee herein joins in the execution of this Assignment to evidence the fact that Assignee agrees to the terms and conditions hereof and further agrees to be bound same.

[Signature]
BRENT MARLOWE
PRO OIL & GAS, INC.



THE STATE OF TEXAS }
COUNTY OF

instrument was acknowledged by Brent Marlowe personally known to me on this 24th day of MARCH, 2011.

[Signature]

Notary Public, State of Texas

HENDERSON LEGAL

40 Acres more or less, out of the South half block 73, of the Comal County School County Lands, Survey No. 181. Lease being recorded in Vol. 94, Page 455, Callahan County, Texas.