

**DOC # 0211610**

01/18/2008

11:37 AM

**Official Record**

Recording requested By  
DAVID G STOLFA

**Eureka County - NV**  
**Mike Rebaleati - Recorder**

Fee: **\$17.00**

Page 1 of 4

RPTT:

Recorded By FES

Book- 0469 Page- 0021



0211610

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated as of June 1, 2007 at 7:00 a.m., local time (the "Effective Time"), is from BAUMGARTNER RESOURCES LLC, a Colorado limited liability company ("Assignor"), with an address at 4155 E. Jewell Avenue, Suite 405, Denver, Colorado 80222 to O'NEAL RESOURCES CORPORATION, a Colorado corporation ("Assignee"), with an address at 1801 Broadway, Suite 350, Denver, Colorado 80202.

**RECITALS**

A. Assignor holds of record a 100.00-percent interest in and to the oil and gas lease described in Exhibit "A" attached hereto and made a part hereof (the "Lease"), covering the land described in Exhibit "A" (the "Land").

B. Pursuant to Section 1(a) of that certain Assignment and Assumption Agreement dated as of March 12, 2007 (the "A&A Agreement"), Assignee has the option to participate on a "heads-up" basis in the acquisition of the Lease for a 25-percent interest therein.

C. Assignee has elected to participate in the acquisition of the Lease.

**ASSIGNMENT**

NOW, THEREFORE, Assignor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee an undivided 25.00-percent interest (the "Assigned Interest") in and to the leasehold estate created by the Lease, insofar as it covers the Land, with Assignor to retain an undivided 75.00-percent interest in and to the leasehold estate created by the Lease, insofar as it covers the Land.

Assignor shall invoice Assignee for the amount payable for this Assignment, as set forth in the A&A Agreement, which shall be due and payable three business days after the execution and delivery of such invoice, this Assignment and all related federal assignment forms. In accordance with the terms of the A&A Agreement, Assignor shall be the operator of the Lease.

The Assigned Interest shall be subject to its proportionate share of: (a) the existing lessor's royalty, and (2) overriding royalty interests previously earned or to be earned hereafter

by third parties in the aggregate amount of not more than 2.5 percent; provided that the parties understand that Assignor is not itself reserving any overriding royalty interest pursuant hereto.

TO HAVE AND TO HOLD all and singular the Assigned Interest unto Assignee and its successors, legal representatives and assigns forever. Assignor hereby binds itself, its successors, legal representatives and assigns, to warrant and forever defend the Assigned Interest unto Assignee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise.

This Assignment is made with full substitution and subrogation of Assignee in and to its shares of all covenants and warranties by others heretofore given or made in respect of the Assigned Interest or any part thereof. The parties agree that they will hereafter execute and deliver any and all further instruments as may be reasonably requested by any other party in order to evidence the assignment of the interests intended to be assigned hereby.

Assignee joins herein for the purpose of accepting this Assignment and its share of the rights and obligations relating to the Assigned Interest.

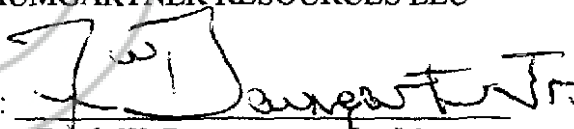
This Assignment may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same Assignment. To the extent that state or federal leases are covered hereby, separate assignments may be executed on the applicable forms required by state and federal agencies. Such separate assignments shall evidence the same assignments being made pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the Effective Time.

**ASSIGNOR:**

BAUMGARTNER RESOURCES LLC

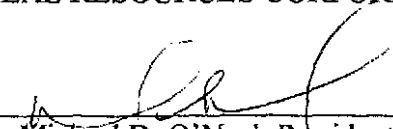
By:

  
Frank W. Baumgartner, Jr., Manager

**ASSIGNEE:**

O'NEAL RESOURCES CORPORATION

By:

  
Michael D. O'Neal, President

STATE OF COLORADO

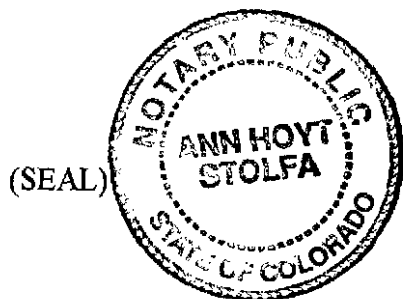
§

COUNTY OF ARAPAHOE

§

§

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of October, 2007, by Frank W. Baumgartner, Jr., as Manager of BAUMGARTNER RESOURCES LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.



Ann Hoyt Stolfa  
Notary Public

My Commission Expires: 5/14, 2008

STATE OF COLORADO

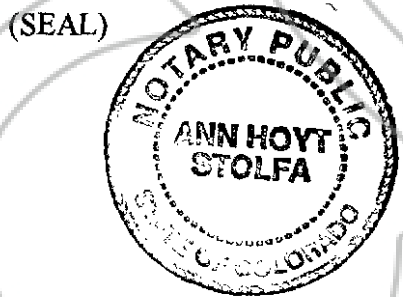
§

COUNTY OF ARAPAHOE

§

§

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of October, 2007, by Michael D. O'Neal, as President of O'NEAL RESOURCES CORPORATION, a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.



Ann Hoyt Stolfa  
Notary Public

My Commission Expires: 5/14, 2008



0211610

Book  
Page

469  
23

01/18/2008  
Page 3 of 4

**EXHIBIT "A"**  
**EUREKA COUNTY, NEVADA**

Lessor: United States of America #NVN083234  
Lessee: Baumgartner Resources LLC  
Date: April 1, 2007  
Land: Township 9 North, Range 56 East, MDM  
Section 34: S/2.

