

Revised Quarter Report For the period ending 6/30/15

August 14, 2015

World Oil Group, Inc.
“A Global Vision for a Better Tomorrow”

Stock Symbol: WOGI

609 N. CHARLES RICHARD BEALL BLVD
SUITE 105
DEBARY, FL 32713

Phone: (407) 777-9228 Fax: (888) 519-9001

Corporate Website: www.WorldOilGroup.com

Federal Tax Id No: 90-0945889

CUSIP No: 98161E108

ISSUER'S EQUITY SECURITIES

Common Stock

500,000,000 Common Shares Authorized
*290,262,060 Shares Issued and Outstanding
101,442,835 shares in the Float

*30 million shares are in the possession of management to be returned to treasury

The securities described in this document are not registered with, and the information contained in this statement has not been filed with, or approved by, the U.S. Securities and Exchange Commission.

This Quarterly Report contains all the representations by the Company, and no person shall make different or broader statements than those contained herein. Investors are cautioned not to rely upon any information not expressly set forth in this document.

Forward-Looking Statements

Forward-looking statements in this document are made pursuant to the "safe harbor" provisions of the private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts included in this document, are forward-looking statements. Investors are cautioned that such forward-looking statements involve risks and uncertainties, including without limitation, continued acceptance of the Company's products and services, increased levels of competition for the Company, new products and technological changes, the Company's dependence on third-party vendors, and other risks detailed in the Company's prospectus and periodic reports filed with OTCMarkets.

The Issuer has made changes to its report published on August 11, 2015 as indicated below:

The headings on the financial statements have been corrected on pages 5, 6, and 7.

Beginning on page 22 are the supporting agreements and contracts the Issuer supporting its operations.

1) **Name of the issuer**

World Oil Group, Inc. a Florida Corporation

2) **Address of the issuer's principal executive offices**

Company Headquarters

609 N. Charles Richard Beall Blvd. Suite 105 Debarry, FL 32713

Phone: (407) 777-9228

Fax: (888) 519-9001

Corporate Website: www.worldoilgroup.com

Investor Relations: Company

Address: 609 N. Charles Richard Beall Blvd. Suite 105 Debarry, FL 32713

Telephone: 407-777-9228

Email: info@worldoilgroup.com

3) **Security Information**

Common Stock

Par value: \$0.0001

CUSIP No.: 98161E108

Trading Symbol: WOGI

Period ending: March 31, 2015

Common Stock: 500,000,000 Shares Authorized

Common Stock: 290,262,060 Shares Outstanding

Common Stock: 69 Shareholders of Record

Number of beneficial shareholders: 2

Freely tradable shares (public float): 101,442,835

Period ending: March 31, 2015

Common Stock: 500,000,000 Shares Authorized

Common Stock: 263,262,060 Shares Outstanding

Common Stock: 69 Shareholders of Record

Number of beneficial shareholders: 2

Freely tradable shares (public float): 74,442,835

Transfer Agent

Broadridge, Inc.

1717 Arch Street

Suite 1300

Philadelphia, PA, 19103

610-649-7300

www.Broadridge.com

Broadridge, Inc. is appropriately registered with the Securities and Exchange Commission under the Securities and Exchange Act of 1934.

List any restrictions on the transfer of security: None

Describe any trading suspension orders issued by the SEC in the past 12 months: None

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months: In August the Issuer acquired 100% of EPA Petroleum, Inc., in a share exchange and divested itself of its wholly owned subsidiary Cyber-Thingy, Inc.

4) Issuance History

On October 18, 2012 Company created Dynasty Holdings, LLC as a wholly owned subsidiary and moved all the assets and liabilities of the Company in to the subsidiary.

On November 9, 2012 the Company acquired 100% of the issued and outstanding shares of Cyber-Thingy, Inc. in exchange for 100,000,000 shares of restricted Common stock.

On November 9, 2012 the Company elected Christopher Clarke to serve as the Company's President and Director.

On November 9, 2012 the Company received resignation letters from Anne Fleming, Pierce Fleming and Mary Fleming from all positions held in the Company.

On November 9, 2012, the Company divested itself of Dynasty Holdings, LLC a wholly owned subsidiary which the Company created and moved all the Assets and Liabilities of the Limousine operation into its LLC subsidiary. 100% of the subsidiary was assigned to Anne and Pierce Fleming.

On August 28, 2014 the Company acquired 100% of EPA Petroleum, Inc. in exchange for 300 million shares of the of the Company's restricted Common stock. Simultaneously the management of CYBK resigned and Nathan Hall was elected as the sole Officer and Director. The Company divested itself of the majority of Cyber-Thingy, Inc. n/k/a OHOF, Inc.

5) Financial Statements: Continued on the following page

World Oil Group, Inc.

Balance Sheet

As of June 30, 2015

	Jun 30, 15	Jun 30, 14
ASSETS		
Current Assets		
Checking/Savings		
Cash		
Petty Cash	0.00	2,345.28
Total Cash	0.00	2,345.28
Wells Fargo	2,713.00	0.00
WF # 4477	0.00	507.41
Total Checking/Savings	2,713.00	2,852.69
Other Current Assets		
Prepayment of Office Rent - CC	0.00	17,500.00
XSKN Purchase	0.00	25,000.00
Total Other Current Assets	0.00	42,500.00
Total Current Assets	2,713.00	45,352.69
Fixed Assets		
Acquisitions	2,500,000.00	0.00
Furniture and Equipment	0.00	158.99
Office Furniture & Equipment*	0.00	1,000.00
Total Fixed Assets	2,500,000.00	1,158.99
Other Assets		
App/Software Development	0.00	20,000.00
Corp-Organizational Cost*	24,141.00	84,141.00
FanLine Equity Purchase	0.00	100,000.00
Kiosks	0.00	38,000.00
Website	0.00	39,850.00
Total Other Assets	24,141.00	281,991.00
TOTAL ASSETS	2,526,854.00	328,502.68
LIABILITIES & EQUITY		
Liabilities	177,429.88	367,993.56
Equity	2,349,424.12	-39,490.88
TOTAL LIABILITIES & EQUITY	2,526,854.00	328,502.68

World Oil Group, Inc.
Profit & Loss
January through June 2015

	Jan - Jun 15	Jan - Jun 14
Ordinary Income/Expense		
Cost of Goods Sold		
Fulfillment Center Exp.	0.00	1,500.00
Total COGS	0.00	1,500.00
Gross Profit	0.00	-1,500.00
Expense		
Advertising and Promotion	0.00	27,000.00
Agents Fees	4,864.05	16,463.95
Automobile Expense		
Gas	0.00	2,408.93
Total Automobile Expense	0.00	2,408.93
Bank Service Charges	29.00	1,231.50
Business Licenses and Permits	0.00	160.00
Consulting Fees	1,950.00	0.00
Dues and Subscriptions	2,100.00	0.00
General & Administration*	0.00	182.05
Meals and Entertainment	0.00	7,273.78
Miscellaneous Expenses	0.00	1,491.74
Office Supplies	0.00	931.19
Printing exp	0.00	100.88
Professional Fees		
Accounting	0.00	5,875.00
Consulting	0.00	15,000.00
Legal	800.00	23,250.55
Professional Fees - Other	0.00	17,172.00
Total Professional Fees	800.00	61,297.55
Rent Expense	0.00	570.00
Saliva Test Products	0.00	7,170.00
Shipping & Delivery	0.00	254.40
Total Expense	9,743.05	126,535.97
Net Ordinary Income	-9,743.05	-128,035.97
Net Income	-9,743.05	-128,035.97

World Oil Group, Inc.
Statement of Cash Flows
January through June 2015

	Jan - Jun 15
OPERATING ACTIVITIES	
Net Income	-9,743.05
Adjustments to reconcile Net Income to net cash provided by operations:	
A/P*	199.49
Net cash provided by Operating Activities	-9,543.56
INVESTING ACTIVITIES	
Acquisitions	-2,500,000.00
Net cash provided by Investing Activities	-2,500,000.00
FINANCING ACTIVITIES	
Baron Capital	-135,743.44
Additional Paid-in-Capital*	111,000.00
Common Stock* (Shares)	37,000.00
Opening Balance Equity	2,500,000.00
Net cash provided by Financing Activities	2,512,256.56
Net cash increase for period	2,713.00
Cash at end of period	2,713.00

EPA Petroleum Inc.
Balance Sheet
As of June 30, 2015

	<u>Jun 30, 15</u>	<u>Jun 30, 14</u>
ASSETS		
Current Assets		
Checking/Savings		
SunTrust	17,093.76	307,437.58
Total Checking/Savings	<u>17,093.76</u>	<u>307,437.58</u>
Total Current Assets	<u>17,093.76</u>	<u>307,437.58</u>
TOTAL ASSETS	<u>17,093.76</u>	<u>307,437.58</u>
LIABILITIES & EQUITY		
Equity		
Retained Earnings	173,571.26	599,500.00
Net Income	-156,477.50	-292,062.42
Total Equity	<u>17,093.76</u>	<u>307,437.58</u>
TOTAL LIABILITIES & EQUITY	<u>17,093.76</u>	<u>307,437.58</u>

EPA Petroleum Inc.
Profit & Loss
 April through June 2015

	<u>Apr - Jun 15</u>	<u>Apr - Jun 14</u>
Ordinary Income/Expense		
Expense		
Automobile Expense	297.32	0.00
Bank Service Charge	436.51	366.18
Consulting Fee	0.00	20,000.00
Drilling Fee	276,484.00	221,400.00
Entertainment	1,899.87	0.00
Internet	27.50	0.00
Investor Relations	4,000.00	0.00
Office Supplies	89.05	0.00
Online Marketing	499.00	0.00
Payroll Expenses	12,516.00	30,000.00
Press Release	1,466.81	0.00
Software	111.35	0.00
State filings fees	450.00	0.00
Travel & Ent	4,081.17	0.00
Total Expense	<u>302,358.58</u>	<u>271,766.18</u>
Net Ordinary Income	<u>-302,358.58</u>	<u>-271,766.18</u>
Net Income	<u>-302,358.58</u>	<u>-271,766.18</u>

EPA Petroleum Inc.
Statement of Cash Flows
January through June 2015

	<u>Jan - Jun 15</u>
OPERATING ACTIVITIES	
Net Income	-156,477.50
Net cash provided by Operating Activities	<u>-156,477.50</u>
Net cash increase for period	-156,477.50
Cash at beginning of period	<u>173,571.26</u>
Cash at end of period	<u><u>17,093.76</u></u>

WORLD OIL GROUP, INC. AND SUBSIDIARIES
Notes to the Consolidated Financial Statements
June 30, 2015

NOTE 1 BASIS OF FINANCIAL STATEMENT PRESENTATION

The condensed financial statements presented are those of World Oil Group, Inc., and Subsidiaries (the “Company”). The accompanying unaudited condensed financial statements have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted in accordance with such rules and regulations. The information furnished in the interim condensed financial statements, includes normal recurring adjustments and reflects all adjustments, which, in the opinion of management, are necessary for a fair presentation of such financial statements. Although management believes the disclosures and information presented are adequate to make the information not misleading, it is suggested that these interim condensed financial statements be read in conjunction with the Company’s most recent audited financial statements.

NOTE 2 NOTES PAYABLE

In November, 2012 Cyber-Thingy, Inc. entered into a consulting agreement agreeing to pay a third party for its services. The Company has executed Amendments to this Agreement and records a liability of \$330,000 in debt. In October 2013, the Company agreed to allow for a conversion feature for the debt. In November 2013, the Company received notice from the consultant of its intention of converting the debt to equity. The principal balance of the Note as of June 30, 2015 is \$134,000 plus accrued interest through November 6, 2014, the Note no longer accrues interest.

NOTE 3 RELATED PARTY TRANSACTIONS

In January, 2015 Nathan Hall our CEO return 150 million shares of Common stock back to the Company he was issued in August of 2014 as part of the merger agreement. Mr. Hall has executed a work performance agreement with the Company and if certain benchmarks are met, he can earn back up to 150 million shares of Common stock. As of March 31, 2015, Mr. Hall has decided to cancel the work performance agreement and forgo the extra 150 million shares he returned.

On April 14, 2015 the Company entered in to an Asset Purchase Agreement with Environmental Protection Associates, Inc. and its branded product lines. The purchase will add an asset valued at \$1,500,000 which will be booked for the second quarter. The Company agreed to issue 125 million shares of Common stock in exchange for the asset upon delivery of all supporting information needed to audit the asset. Our CEO Mr. Hall is also the majority shareholder of Environmental Protection Associates, Inc.

On April 14, 2015 the Company entered into a Share Exchange Agreement with EOR360, Inc., to purchase their interest in EOR360-Egypt, LLC, which has operations in Egypt. The EOR360-Egypt in Cairo has been funded with over \$1,000,000 and is headed up by local partner Mr. Abdul Rahman Seoudy and Retired General Mr. Ahmed Rahman. EOR360-Egypt in Cairo is registered with The Egyptian General Petroleum Corporation (EGPC- is a national oil company of Egypt) (Arabic: (لوربتلكةم الخ اي رص لها اي لفا)). WOGI has agreed to issue 100,000,000 million shares of its common stock upon delivery of all supporting information needed to audit the asset. Our CEO Mr. Hall is also the majority shareholder of EOR360, Inc.

WORLD OIL GROUP, INC. AND SUBSIDIARIES
Notes to the Consolidated Financial Statements
June 30, 2015

NOTE 4 COMMON STOCK AND EQUITY INSTRUMENTS

On August 28, 2014 the Company issued 300,000,000 shares of its common stock to Nathan Hall in a shares exchange agreement to purchase 100% of EPA Petroleum, Inc.

On October 13, 2014 the Company issued 15,000,000 shares of its common stock to Baron Capital in exchange for a reduction of \$15,000 of its principal and an agreement to freeze the interest from accruing for 6 months from November 6, 2014.

On December 5, 2014 the Company issued 500,000 shares of its restricted common stock to Integrative Business Alliance, LLC in exchange for a 6 month Invertors Relations Agreement. The Company cancelled the agreement in January and is seeking the return of all 500,000 shares issued. The Company entered into this agreement based on the introduction and advice of its former consultant Chris Clarke

On December 5, 2014 the Company issued 5,000,000 shares of its common stock to Zachary R. Logan in exchange for the cancelation of \$33,000 debt. The Company's original Note holder assigned a portion of its debt to Zachary R. Logan in exchange for a 4 month Invertors Relations program. This agreement was cancelled in January for lack of performance and both the Company and the Note holder are seeking the return of all 5 million shares. The Company and Note holder entered into this agreement based on the introduction and advice of the Issuers former consultant Chris Clarke.

On March 3, 2015 the Company issued 10,000,000 shares of its common stock to Baron Capital in exchange for a reduction of \$40,000 from principal its Convertible Note.

On April23, 2015 the Company issued 10,000,000 shares of its common stock to Baron Capital in exchange for a reduction of \$40,000 from principal its Convertible Note.

On May26, 2015 the Company issued 17,000,000 shares of its common stock to Baron Capital in exchange for a reduction of \$68,000 from principal its Convertible Note.

NOTE 5 SIGNIFICANT EVENTS

On August 28, 2014, the Company completed a reverse merger with EPA Petroleum naming Nathan Hall as the new sole Officer and Director.

On August 28, 2014, Oren Manelis and Christopher J Clarke resigned as Officers and Directors of CYBK.

On August 28, 2014, Christopher J Clarke resigned as Officer in Cyber-Thingy, Inc. and Oren Manelis was named as President and Director.

On August 28, 2014, the Company divested itself of the majority of Cyber-Thingy, Inc. and still owns 16,552,512 shares being set aside as a future dividend to CYBK shareholders after Cyber-Thingy files its paper work with the SEC or obtains a CUSIP number.

WORLD OIL GROUP, INC. AND SUBSIDIARIES
Notes to the Consolidated Financial Statements
June 30, 2015

NOTE 5 SIGNIFICANT EVENTS (continued)

On August 28, 2014, Oren Manelis executed a Securities Exchange Agreement to receive 100 million shares in Cyber-Thingy, Inc.

On August 28, 2014, Christopher J Clarke agreed to cancel 65 million shares of CYBK in exchange for 13 million shares in Cyber-Thingy, Inc.

On August 28, 2014, the Company executed a three year consulting agreement with Christopher J Clarke.

On November 12, 2014 the Company filed with FINRA to change its name and obtain a new symbol, the name and ticker change went into effect on December 10, 2014.

On December 5, 2014 the Company entered into a 6 month Invertors Relations Agreement with Integrative Business Alliance, LLC.

On January 2, 2015 the Company's President Nathan Hall elected to return 150 million shares of the Company's common stock back to the Company in exchange for a work performance agreement entitling Mr. Hall to earn the 150 million shares if certain benchmarks are met.

On January 2, 2015 the Company notified Broadridge its transfer agent to place a hold on certificate from Chris Clarke that was presented to have the restriction removed.

On January 2, 2015 the Company sent a letter to Chris Clarke informing him that his consulting agreement was terminated and there would be no remuneration paid by the Company.

On January 9, 2015 the Company notified Integrative Business Alliance, LLC that the Investor Relations Agreement was canceled for non-performance and demanded the return of the 500,000 shares of its restricted common stock.

On January 21, 2015 the Company and Chris Clarke executed documents formally canceling his consulting agreement with no money owed to him. The parties also executed a General Release and Hold Harmless Agreement in exchange for the return of 31,300,000 shares of the Company's common stock. The transfer agent is holding 8 million shares and the Company is holding a certificate for 22 million shares, Mr. Clarke has 1.3 million tied up at the moment, but is working to return them to the Company. The shares will not be released into the market and all the shares will be canceled.

On February 19, 2015 the Company entered into an Employment Agreement with Dr. J Samuel Armacanqui, PhD for a term of 15 years effective August 1, 2015. Dr. Armacanqui will assume the role of Chief Operating Officer.

On February 23, 2015 the Company announced WOGI would complete the exclusive International Distribution and Marketing rights agreement with Environmental Protection Associates, Inc. for all products manufactured by Environmental Protection Associates, Inc., by March 1, 2015. The transaction has expanded and will include several entities thereby creating a larger deal then first anticipated, a closing is anticipated in the coming weeks.

WORLD OIL GROUP, INC. AND SUBSIDIARIES
Notes to the Consolidated Financial Statements
June 30, 2015

Note 5 SIGNIFICANT EVENTS (Continued)

On February 23, 2015 the Company entered into an agreement with Mohktar Ali El Awani to become the International Business Development Officer in Middle East North Africa (MENA).

On April 14, 2015 the Company entered in to an Asset Purchase Agreement with Environmental Protection Associates, Inc. and its branded product lines. The purchase will add an asset valued at \$1,500,000 which will be booked for the second quarter. The Company agreed to issue 125 million shares of Common stock in exchange for the asset upon delivery of all supporting information needed to audit the asset. Our CEO Mr. Hall is also the majority shareholder of Environmental Protection Associates, Inc.

On April 14, 2015 the Company entered into a Share Exchange Agreement with EOR360, Inc., to purchase their interest in EOR360-Egypt, LLC, which has operations in Egypt. The EOR360-Egypt in Cairo has been funded with over \$1,000,000 and is headed up by local partner Mr. Abdul Rahman Seoudy and Retired General Mr. Ahmed Rahman. EOR360-Egypt in Cairo is registered with The Egyptian General Petroleum Corporation (EGPC- is a national oil company of Egypt) (Arabic: **الوئتك عم ال ع ائ رص لما ائ لفا**). WOGI has agreed to issue 100,000,000 million shares of its common stock upon delivery of all supporting information needed to audit the asset. Our CEO Mr. Hall is also the majority shareholder of EOR360, Inc.

In April, 2015 the Company began fracking the first 5 wells, over the course of the next 8 weeks the Company will have fracked all 5 wells and have installed 3 pump jacks of the wells 1, 2, and 3.

On May 19, 2015 the Company welcomed Mr. William A Stuebner to its Board of Advisors

In June of 2015 the Company retained Mr. Neil Parkin as an advisor.

On June 26, 2015 the Company announced it has made a change in shareholder communications with the hiring of Grace Carlton as the new Communication's Director.

Note 6 SUBSEQUENT EVENTS

On July 4, 2015 the Company hit oil on well number 2, this is the first of the 5 wells to come on to oil.

On July 14, 2015 the Company confirms its meeting with Petro Peru and high ranking officials which will be attended by Mr. Nathan Hall and Dr. Samuel Armacanqui. The meeting will be to discuss certain oil concessions which Dr. Armacanqui believes through the use of the EOR methods he can greatly increase the flow rate of the well.

On July 16, 2015 The Company announced the creation of WOPEC World Oil Petroleum Education and Certification. WPOEC is an online school an adjunct to the seminars taught by Dr. Armacanqui.

On July 20, 2015 the Company announced it was expanding upon a contract with AWAN International General Trading, the current contract was acquired with the asset purchase from Environmental Protection Agency, Inc. The Company is seeking to expand current operation with AWAN to include other services.

On July 24, 2015 the Company had it first tank full of Oil about 150 barrels picked up by Ergon.

On July 29, 2015 the Company announced it was working with land owners up in PA where WOGI's current leases are located to develop 2,000 surrounding acres and drill and operate 1,000 wells.

August 1, 2015 the Company is pleased to announce Dr. Samuel Armacanqui has officially assumed his position as COO of WOGI and has moved his family back to Lima, Peru.

August 10, 2015 the Company has called for its 3rd Oil pickup as the wells are producing more Oil every day.

Note 7 DISCONTINUED OPERATIONS.

On November 9, 2012 the Company divested itself of Dynasty Holdings, LLC which was the holding company for all the Assets and Liabilities for Dynasty Limousine the former operating business. These Financial statements reflect changes made after the removal of the assets and liabilities associated with this business. The financial Statements have been prepared not including any revenue received by the former business from October 1, 2012 through November 9, 2012. Once the audits have been completed the numbers may reflect a minor change, but the stated liabilities of the Company shall remain the same.

On August 28, 2014, the Company divested itself of Cyber-Thingy, Inc. and still owns 16,552,512 shares, which had been set aside as a future dividend to CYBK shareholders after Cyber-Thingy files its paper work with the SEC or obtains a CUSIP number. These Financial statements reflect changes made after the removal of the assets and liabilities associated with this business.

FINANCIAL STATEMENTS

These financial statements have not been audited but have prepared in accordance with generally accepted accounting principles. World Oil Group, Inc. is in the process of having the past 2 years of financial statements audited in accordance with generally accepted accounting principles. As the auditors review the statements from 12/31/13 and roll the financials forward there maybe additional changes to the report, which could cause the Company to file an amended report.

6) Describe the Issuer's Business, Products and Services

(A) The Issuer was organized under the laws of the State of Florida on 05/05/2005. (B) The issuer's primary and secondary SIC Codes; Primary SIC Code: 6726. (C) The issuer's fiscal year end date; The Issuer's fiscal year end date is December 31. (D) Business of Issuer: The Issuer completed a shares exchange with EPA Petroleum, Inc. and filed in November, 2014 to change the name and symbol to World Oil Group, Inc. (WOGI) which went effective in December, 2014.

World Oil Group, Inc., (WOGI) is a petroleum company that focuses of 3 areas of the Petroleum industry 1) Oil & Gas Exploration & Production, 2) Energy Trading and 3) Enhanced Oil Recovery (EOR) and Remediation. WOGI is scaling up operations in the Middle East North Africa (MENA), Gulf States and Central/South American regions in 2015. WOGI will keep its shareholders updated.

EPA Petroleum, Inc. (EPA) is a wholly owned subsidiary of World Oil Group, Inc. (WOGI) and currently represents WOGI's Exploration & Production. The Company is an independent producer of crude oil and natural gas. EPA Petroleum is actively involved in drilling activities within the Commonwealth of Pennsylvania using Xite Energy, Inc. as its subcontractor drilling partner.

World Oil Group, Inc. is now taking the path breaking challenge in Petroleum Engineering Education via Petroleum Engineering Workshops and Conferences taught by Dr. Samuel Armacanqui who has over 20 years field experience in MENA/Central/South American Oil Fields and plans to lead the world on its "Sustainable

Oil & Gas Field Model" implementing the concepts and related applications model in the Petroleum Industry. WOGI is always seeking new opportunities in the petroleum industry and will look to develop economic growth in the areas it works. As WOGI enters into a market, it will seek to help bring jobs within its foot print. World Oil Group's vision is to grow exponentially with the Petroleum Industries using "The Sustainable Oil & Gas Fields" concepts and applications for E&P & EOR, and Energy Trading in the USA and around the world.

In December of 2013 EPA signed an agreement to drill and service 10 wells for Benchmark Standard, LLC for \$1,250,000. WOGI shall receive a net revenue interest of 80% of the Oil production from the 10 wells and initially collect \$350 per month per well for monthly operations of the wells. EPA has drilled all 10 wells and has begun fracking for oil on 5 of those wells in April 2015. WOGI has fracked the first 5 oil wells and wells 1, 2, and 3 are pumping with wells 2 & 3 on Oil. Well 4 started pumping on August 3rd and is anticipated to come on Oil in 20-30 days, as of the filing of this report Ergon has picked up 3 truckloads of Oil at approximately 150 barrels each.

EPA Petroleum, Inc. markets these wells to institutional buyers and industry partners who pay EPA Petroleum, Inc. on to drill and service the wells for a fee and revenue share. In exchange buyers are afforded the opportunity to take advantage of generous tax advantages, while having a revenue producing wells for many years. This is a mutual benefit for both EPA Petroleum, Inc. and the drilling client.

WOGI and its affiliates currently have the ability to drill up to another 90 wells on its current leases. WOGI has developed relationships with local land/mineral owners securing an estimated additional 2,000 acres of oil producing properties for additional development.

EPA entered into the agreement with Benchmark for a lower percentage to get in the game, now that WOGI has proven it can design, develop, drill and produce Oil, all new well packages will come with a high back end percentage for WOGI. WOGI will seek to develop and sell individual 5 and 10 well packages annually which should produce annual revenue in excess of \$1.2 million dollars.

In April of 2015 WOGI acquired the Assets of Environmental Protection Associates, Inc. who's products are the World's Most Effective 100% H₂O based Non Toxic, Non-Flammable, and Non-Carcinogen Environmentally friendly products. Its products can be used in all phases of the Oil, Gas & Mining Industry and specifically in 5 major areas 1) Shoreline Clean Up for Hydrocarbon Spills, 2) Oil Sheen Removal in all [Hydrocarbon](#) Spills, 3) Oil Tanks/Tankers (helps to reclaim Oil BS&W back into Re-sellable Crude, 4) Petroleum/Paraffin Removal treatment for use in all phases of the oil industry. It will remove wax accumulation, targets paraffin and asphaltenes accumulations, returns paraffin to the oil phase of the crude, kills' algae/mold all without lowering the quality of the fuel, and 5) to eliminate the usage of toxic chemicals used in Gold Mining.

In April of 2015 WOGI acquired EOR360, Inc. in a Share Exchange EOR360 had acquired the MENA Middle East North Africa marketing rights from EPAI and formed an alliance with EOR360-Egypt, LLC of Virginia, which in turn open an office in Nasr City, Egypt named EOR360-Egypt to promote the EPA, Inc.'s products and services. EOR360-Egypt, LLC of Virginia has been making strides by establishing a fully registered and capitalized company registered with the Egyptian General Petroleum Corporation (EGPC). EOR360-Egypt is a 7 figure funded local Egyptian company headed by Egyptian Construction Tycoon and his longtime friend and local partner, Mr. Abdul Rahman Seoudy and Retired General Mr. Ahmed Rahman.

WOGI-PERU

Our CEO Mr. Nathan Hall and our COO Dr. Samuel Armacanqui will be meeting in Lima, Peru with Petro Peru officials to discuss taking over an oil field that currently produces 3,000 bpd. Dr. Armacanqui's historical performance leads him to believe the company will be able to bring this oil field from a 3000 bpd oil production to a 20,000 bpd production range in 24 months. Historical performance of similar fields have shown to further increases to 40,000 bpd production in an additional 24 months, utilizing EOR methods and protocols. WOGI's team will also discuss all potential opportunities with its new remediation and EOR products. The meeting is taking place the first week of September.

WOGI-OMAN

WOGI has not been able to set the meeting for Oman because of the holy month of Ramadan and Eid Mubarak, but will seek to try to meet with Soltex, LLC officials towards the end of September to finalize negotiations.

WOGI LIBYA

Environmental Protection Associates, Inc. entered in an Agency Agreement with ALMAWRED to appoint and authorize ALMAWRED as its Agent. The Agent shall be deemed its exclusive agent in connection with the marketing of the Products and Services yet to identified for the Ministries/Projects.

WOGI-BAHRAIN

WOGI acquired a contract with Awan International General Trading, as part of its assets purchase agreement with Environmental Protection Associates Inc. (EPAI), in April 2015. The current contract is for 99 years and covers 11 countries with annual revenues estimated at \$3,000,000, for the manufacturing of the AWAN PRA Oil Field Products. WOGI is seeking to work with AWAN on EOR projects in the region without placing a financial strain on the Company or to dilute the Company. WOGI will supply technical support while AWAN supplies logistical support.

WOGI's CEO Nathan Hall spoke with AWAN's Sales & Marketing Director Mr. James Gard and Principal Owner Mr. Nasir Awan today regarding the transfer of its existing 99 year contract as defined in agreement "Indefinite Time Period" with Environmental Protection Associates, Inc. directly to World Oil Group, Inc. This agreement is for the manufacturing of the AWAN PRA Oil Field Products. WOGI's CEO proposed to Mr. Awan and Mr. Gard to further expand its relationship into Oil Field Services with the "Sustainable Oil and Gas Field" model. All agreed to explore the opportunities.

AWAN had entered into a mutually exclusive relationship with Environmental Protection Associates, Inc. to import and distribute all Environmental Protection Associates, Inc.'s products.

AWAN has identified numerous EOR opportunities in Indochina.

AWAN has a strong business history in the import/export of commodities throughout the GCC (Bahrain, Saudi Arabia, Kuwait, Qatar and the United Arab Emirates) as well as Pakistan, China and Malaysia.

Mr. Hall and WOGI's incoming COO, Dr. Samuel Armacanqui will travel to Bahrain in the near future to solidify the revised terms of the contract, and explore the identified areas.

WOGI BAHAMAS

Mr. Hall our CEO in the end of May spent several days in the Bahamas and met with President of the Grand Bahama Port Authority, Limited, Mr. Ian Rolle and Senior Business Development and Marketing Manager at The Grand Bahama Port Authority, Limited, and Mr. Derek Newbold. During the meeting several business opportunities were discussed including World Oil Professional Education & Certifications "WOPEC" an online school which will act as adjunct to the seminars taught by Dr Samuel Armacanqui. The main purpose of the meeting was to discuss WOGI building a micro refinery with the capabilities to produce 5,000 barrels a day and scale production up to 25,000 barrels. The Bahamas has the 4th largest fuel storage capacity in the world and only about 65% is currently being used. Having a refinery located in the Bahamas will be a strategic location for the new Nicaraguan canal being built and for the Cruise ship industry and the Bahama Port Authority has agreed to purchase 30% of the fuel being refined. WOGI has the support of the Port Authority to move forward with the project and the Port will assist WOGI in any way it can to help bring jobs to the Island. WOGI has already located a 5,000 barrel refinery turnkey out of the box including installation, once the refinery is up and running the labor will shift to 75% Bahamians and 25% non Bahamians. To build the refinery WOGI is currently working with a JV partner who will put up the funds to purchase the refinery and its initial start up costs.

7) Describe the Issuer's Facilities

The Company maintains a corporate office at:
609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

8) Officers, Directors, and Control Persons-

Names of Officers, Directors, and Control Persons.

Nathan Hall
President, CEO and Chairman of the Board of Directors, Control Person
609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses); None
2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or

otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities; None

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or None

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities. None

C. Beneficial Shareholders.

Nathan Hall-120,000,000 shares of Common stock 41.3 percent
609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

Grace Carlton - 30,000,000 shares of Common stock 10.3 percent
609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

9) Third Party Providers

Legal Counsel-Securities - The Company is currently seeking new counsel not associated with the former company.

Accountant or Auditor

MaloneBailey, LLP
9801 Westheimer Rd., Suite 1100
Houston, TX 77042
Office: 713-343-4221
Fax: 713-343-3421
<http://www.malonebailey.com/>

Investor Relations

Chief Communications Officer
Grace Carlton
609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

Other Advisor:

Neil Parkin
609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

Board of Advisors

Bill Stuebner

609 N. Charles Richard Beall Blvd. Suite 105
Debary, FL 32713

10) Issuer Certification
Following Page

I, Nathan Hall certify that:

1. I have reviewed this 2015 Quarterly Disclosure Statement for the period ending June 30, 2015 of World Oil Group, Inc.

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

August 14, 2015

/s/ Nathan Hall
Nathan Hall
World Oil Group, Inc.
CEO/President

PURCHASE AGREEMENT

RE: Corse Lease Drilling Project

Gentlemen:

In connection with the subscription of (Purchaser) to a 100% Working Interest on an 75% net revenue interest owned lease in the ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} Corse Lease drilling prospect (Wells), the Purchaser is hereby furnishing ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} the information set forth below and makes the representations and warranties set forth below, to indicate whether the undersigned is a suitable purchaser for the Working Interest. ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} specifically states that the Purchaser is not an investor, but is an experienced knowledgeable person, corporation, institution, industry user or other entity who will own 100% of the Working Interest in each Well and requests ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} and/or its affiliates to drill and operate the Wells however must still qualify as an "accredited investor" in order to purchase wells in this project. The Purchaser understands that the following information will be relied upon by ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} to determine if the exemption from registration provided by various states and the Securities Act of 1933, as amended (the "Act"), and the Rules and Regulations promulgated thereunder will be available for the offering of the Working Interest.

ALL INFORMATION CONTAINED HEREIN WILL BE TREATED CONFIDENTIALLY. However, the Purchaser agrees that Environmental Protection Associates, Inc. may present this Agreement to such parties as it deems appropriate if called upon to establish that the offer and sale of the Wells was exempt from registration under the Act or meets the requirements applicable for the offering of the Wells.

1. Description of Proposal

Purchaser is acquiring via sublease, 10 locations on the lease known as the Corse Lease located in Cornplanter Twp, Venango County, Pennsylvania. Each location will have a 100% Working Interest on an 75% net revenue interest owned lease. Each location will have a well drilled to an estimated depth of 900 to 1,100 ft. ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} as the turnkey drilling contractor will commence the Wells within a reasonable time after payment in full by Purchaser. Thereafter, ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} will continue to drill Wells until all the Wells drilled pursuant to this Project have been drilled and completed.

Purchaser desires ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} to act as the turnkey drilling contractor and to act as the Operator for all of the Wells drilled pursuant to this agreement. Purchaser has been provided with all geological and/or engineering information about the Project that he desires to review and has been given the opportunity to engage his own technical assistance in evaluating the proposal.

2. Representation and Warranties

The Purchaser hereby represents, warrants, covenants and agrees as follows:

- (a) The Purchaser has been furnished and has carefully reviewed and understands the Participation and Operating Agreement and this Subscription Agreement;
- (b) ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} afforded the Purchaser full and complete access to all information with respect to ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.}'s proposed operations on the Prospect and its Participation and Operating Agreement that the Purchaser deemed necessary to evaluate the merits and risks of an investment in the Prospect, to the extent such information as possessed by or could be acquired by ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum, Inc.} without unreasonable effort or expense;
- (c) The Purchaser is acquiring the Working Interest for his/her or its own account for investment and not with a view to the resale or distribution of the Working Interest or any interest therein;
- (d) The Purchaser is aware of and will abide by the restrictions on transfer of the Working Interest contained in this Subscription Agreement and the Participation and Operating Agreement, as well as those imposed

- by applicable federal and state securities laws;
- (e) The Purchaser, in evaluating the merits of an investment in the Working Interest, has relied on the advice of his/her or its own personal tax, legal counsel, or geologist and represents that he/she or it does not require the advice of such counsel for purposes of making this arrangement;
 - (f) Purchaser acknowledges that ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc} will make a profit on the turnkey drilling contract, which profit could be substantial, depending on the actual costs, which are ultimately incurred by ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc} or its affiliates in connection with drilling and completing the Wells. ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc} may enlist various subcontractors at its discretion, including those owned by principals of ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc}. Purchaser also acknowledges that ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc} as the Operator will charge an operating fee for each Well pursuant to the Participation and Operating Agreement;
 - (g) Investment in the Working Interest is speculative and involves a high degree of risk, including the risk that the Prospects will be one or more dry holes and all of the Purchaser's investment will be lost in one or more of the wells. The project wells, though productive, may not produce enough oil and gas to pay back Purchaser's investment or provide a reasonable return;
 - (h) As an Purchaser of a Working Interest, the Purchaser will have unlimited liability for any operations on the Prospect;
 - (i) The Purchaser understands that if the Prospect is successful that he/she or it will have no first right of refusal to participate in subsequent drilling operations or drilling to deeper horizons;
 - (j) The Purchaser understands that the operations of the Prospect are subject to a Participation and Operating Agreement that designates Environmental Protection Associates, Inc. or its affiliates as the Operator and that Purchaser will not have any right of approval with respect to any operating procedures or subsequent operations; and
 - (k) The Working Interest has not been registered under the Securities Act of 1933 in reliance upon an exemption therefrom. The Purchaser understands that the Working Interest must be held indefinitely unless the interests are subsequently registered under the Act or an exemption from registration is available. ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc} is under no obligation to register the Working Interest on behalf of the undersigned or to assist him/her or it in complying with any exemption from registration. This Subscription Agreement is the only evidence of Purchase and ownership of the Working Interest, other than the Participation and Operating Agreement and, if requested, an assignment of the Working Interest and its transfer is subject to the following legend:

"The Working Interest represented by this Subscription Agreement has not been registered under the Securities Act of 1933. These interests have been acquired for investment and not with a view to the distribution or resale and may not be sold, mortgaged, pledged, hypothecated or otherwise transferred without an opinion of counsel acceptable to ~~Environmental Protection Associates, Inc.~~ ^{EPA Petroleum Inc} that registration is not required under the Securities Act of 1933."

Handwritten initials: 1/2/11 HJ

ACCREDITED INVESTORS: The following questions are related to a determination as to whether or not the Purchaser is an "Accredited Investor" as defined by Regulation D. If you answer "yes" to any of the following questions, execution of this Subscription Agreement constitutes a representation and warranty that you are an Accredited Investor.

- (1) Does Purchaser's individual net worth, or joint net worth with spouse, exceed \$1,000,000 (exclusive of the value of the Purchaser's primary residence) at the time of purchase?

Yes

No

- (1) Has Purchaser's individual adjusted gross income in each of the two most recent years exceeded \$200,000 (or \$300,000 of joint income with spouse) and do you reasonably expect an income equal to or in excess of such amount in the current year?

Yes

No

BENCHMARK STANDARD, LLC

Sign: Harry Salsu, MANAGER

Print: HARRY SALSU, MANAGER 12-11-13

Sign: _____

Print: _____

TURNKEY DRILLING PAYMENT: 100% Working Interest in 10 Wells.

\$ 1,250,000 Amount Enclosed

TYPE OF OWNERSHIP:

(Check Only One Line)

Corporation
 Limited Liability Company (PA)
 Trust
 Joint Tenants with right of survivor*

Partnership
 Individual
 Community
 Other: _____

REGISTRATION:

Names in which Working Interests are to be assigned:

BENCHMARK STANDARD, LLC
356 COPPERFIELD LN.
Address
HERNDON VA 20170
City State Zip

REGISTERED PURCHASERS:

BENCHMARK STANDARD, LLC
Social Security or (1)Name: HANNY SALAH, MANAGER SS/Tax ID#: EIN# 46-4265920
Tax I.D. Number (2)Name: _____ SS/Tax ID#: _____

REGISTERED (LEGAL) PURCHASERS

Date of Execution DEC. 11, 2013
Place of Execution HERNDON VA
City State

Hanny Salah, MANAGER HANNY SALAH, MANAGER
Signature

Signature

SUBSCRIPTION APPLICATION ACCEPTED FOR
ENVIRONMENTAL PROTECTION ASSOCIATES, INC.
EPA Petroleum Inc FIN: 46-4285303

By: Nathan Hall, President, NATHAN Hall Date: 12/11/2013

NOTICE TO PURCHASER: the Interests purchased hereby have not been registered under the Securities Act of 1933 (the "Act"). The Interests are being sold pursuant to an exemption provided by the Act and rules and regulations promulgated thereunder. No resale, transfer, pledge or hypothecation of the Interests may occur except pursuant to an effective registration statement under the Act or an opinion of counsel accepted to Environmental Protection Associates, Inc. that such registration is not required.

PARTICIPATION AND OPERATING AGREEMENT

THIS AGREEMENT, made and entered into on the date specified on the Subscription Agreement by and between Environmental Protection Associates, Inc. (hereinafter "Operator") and ~~Purchaser~~ and accepted by Operator;

WITNESSETH:

X, ~~PURCHASER~~
X, BENCHMARK STANDARD, LLC
HEREINAFTER "PURCHASER"

WHEREAS, Operator is (or will become) the Purchaser of the working interests in certain oil and gas leases, as described below for this Project;

WHEREAS, Operator, as Project Manager proposes to drill wells in Venango County, Pennsylvania (the "Project Wells") for oil and gas on portions of the property hereinabove described (the "Project"); and

WHEREAS, Purchaser desires to obtain a 100% working interest on an 75% net revenue interest owned lease in the Project Wells only and to engage Operator to drill, complete, and operate the Project Wells pursuant to the terms of this Agreement and the Subscription Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, it is agreed between the parties as follows:

1. Project Wells: Operator shall specify the Project Wells to be drilled in the Project. It is understood and agreed, however, that subsequent events may necessitate the substitution of an alternate well for any one of the Project Wells.
2. Drilling and Completion: Operator agrees to obtain the drilling permits for the Project Well sites and make best efforts to physically prepare the locations for drilling, commencing the initial well by February 28, 2014. The Project Wells will be drilled and completed on a fixed cost (turnkey) basis by payment by Purchaser to Environmental Protection Associates, Inc. of \$1,250,000 for 10 wells.

Having thus commenced operations for the drilling of the Project Wells, Operator agrees to prosecute the same with due diligence until said Project Wells shall have been drilled to a depth sufficient to test and complete the Red Valley & Venango 2nd as primary zones and test for and potentially complete the Venango 3rd. It is anticipated that each well will be completed in the Red Valley and Venango 2nd. Completion of the Venango 3rd will be on a case by case basis and will likely only receive one notch if completed. If, in Operator's opinion, it is determined that a Project Well will not produce oil in paying quantities from any of the zones, then it will cause the plugging and abandonment of such Project Well, and establish a credit of \$42,000 for that well.

3. Tax Considerations for IDC Deductions: Benefits of the deductions for IDC's which Environmental Protection Associates, Inc. anticipates may constitute up to approximately 80% of the expanded capital contributions to project, may not be available to the Purchaser in 2013 in whole or part. In general, the Purchaser may not claim a deduction for any item until "economic performance" has occurred. In case of IDC's economic performance may be deemed ordinarily not to occur until the well is drilled to a depth of at least 100 feet. However, the IRC does provide an exception with respect to any item where economic performance occurs within 90 days after the close of taxable year and, for this purpose only, provides that economic performance should be deemed as having occurred when drilling of the well was commenced or Spudded. Environmental Protection Associates, Inc. anticipates getting all wells completed in a timeframe that would make the deduction available in 2013 if fully funded by ~~November 15, 2013~~ 12/31/13. However, other outside influences may prevent the wells from being drilled during the estimated time period. This includes but not limited to potential delays from the Pennsylvania DEP issuing the drilling.

permits, delays from other government agencies such as the DCNR or EPA, natural disasters, restrictions from local municipalities related to road use limitations and other unknown factors.

4. Assignment of Working Interest. In consideration of the undertaking of Environmental Protection Associates, Inc., which shall act as Project Manager and Operator with respect to the Project Wells, the Purchaser shall pay to Operator simultaneously with the execution of this Agreement the sum shown on the Subscription Agreement as the Purchaser's agreed-upon, fully paid turnkey drilling cost of the intangible & tangible drilling, development and completion costs of the Project Wells (it being understood that such payment is required to be made with the subscription). Upon request by Purchaser, Operator agrees to assign to the Purchaser his/her or its 100% interest of the share of the leasehold working interest through the Red Valley, Venango 2nd and/or Venango 3rd geologic formations, it being understood that the leasehold interest involved herein is subject to the mineral owner's and leaseholder's royalty interests in the amount of 20% and overriding royalty interest retained by Operator in the amount of 5%. Assignment to purchaser shall be in proper form for recording purposes at Purchaser's request. If the Purchaser does not request such assignment, the Purchaser shall nonetheless be the owner of such interest and Environmental Protection Associates, Inc. shall continue to hold legal title thereto as nominee for the Purchaser.
5. Limitation on Transfer. The working interests may not be sold, transferred, pledged or hypothecated without an effective registration under the Act and applicable state securities laws, or an opinion of counsel acceptable to Operator that an exemption from such registration requirement is available. Operator has caused a restriction evidencing this requirement to be placed on the Subscription Agreement and on this Participation Agreement. In the event that any sale, transfer, pledge or hypothecation of Purchaser's Interest is contemplated, the Purchaser agrees to notify Operator in writing and to specify the price and terms of such sale, transfer, pledge or hypothecation. Operator shall have fifteen (15) days after receipt of such notice to elect in writing to purchase such Interest or interests pursuant to the same price and terms. As to the Interests of Purchaser, who requests an assignment pursuant to Section 3 above, this limitation shall be noted on the assignment form.
6. Plugging and Abandoning a Protect Well. In the event Operator determines that a completion attempt is not warranted at casing point on any Project Well, the Project Well will be plugged and abandoned.
7. Operating Project Wells. For as long as Environmental Protection Associates, Inc. is the Operator, subject to termination rights set forth below, the full right of operation and supervision of any such producing Project Well is reserved to Operator under the terms of this operating agreement. Operator shall be paid an initial monthly operating fee per well of \$350 per month (based on 100% working interest) during flush production period (1-6 months as determined by Environmental Protection Associates, Inc.) and \$250 per month thereafter. Environmental Protection Associates, Inc. shall be reimbursed from monthly production for all direct expenses such as brine disposal, electric, fuel and oil to operate pump jacks and any repairs to wells, pipelines or tanks and will be taken directly from well production revenue. If well production is insufficient to cover operations and/or direct expenses, Purchaser's shall none the less be responsible for those costs.

To the extent that Operator is authorized to sell Purchaser's share of any oil produced or saved from the Project Wells, such authority shall be revocable at any time and shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances. As to natural gas, Operator shall be authorized to enter into the best available sales agreement, in the opinion of Operator, it being recognized that such agreement may be for terms in excess of one (1) year.

The Purchaser hereby appoints Operator to act as his/her or its agent for the collection of proceeds from the sale of oil and gas from the Project Wells, to deduct operating expenses therefrom and to pay the balance thereof to the Purchaser monthly, quarterly or annually (as the Project Wells decline in production) after receipt of the proceeds from the sale of oil or gas from the purchaser thereof. Operator hereby agrees to serve as such agent for a period of one (1) year from the date of first funds, said agreement to be automatically renewable thereafter for successive one-year periods unless written notice to the contrary is given by either party within thirty (30) days prior to the anniversary date hereof.

~~EDA~~ Petroleum, Inc

~~Environmental Protection Associates, Inc.~~ may be removed as Operator, or may resign with ninety (90)-days notice to the other party

- 8. Not a Partnership: In the development and operations of the land herein described, it is understood that no liability shall attach to the Purchaser except for his/her proportionate share of the expenditures and costs required under this Agreement and that the liability of the parties hereto shall be several and not joint, and in no event shall this Agreement be interpreted or construed as a partnership agreement for any purpose.
- 9. Federal Income Tax: Each party hereby elects to be excluded from the application of all of the provisions of Sub-Chapter "K" of the Internal Revenue Code of 1986, as permitted and authorized by Section 761 of the Code and the Regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party affected such evidence of this election as may be required by the Internal Revenue Service.
- 10. Amendment: No change, modification, or alteration of this Agreement shall be valid unless it is in writing, signed by the parties hereto and no course of dealing between the parties shall be construed to alter the terms hereof. If this Agreement (or any agreement, assignment or contract connected with this Agreement by reference) is executed in counterparts, any executed copy thereof shall be deemed an original for any and all purposes. This Agreement shall be governed by the laws of the state of Pennsylvania and shall be subject to all valid and applicable state and federal laws, rules, regulations and orders and the operations conducted hereunder shall be performed in accordance with such rules, regulations and orders.
- 11. Miscellaneous: The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, devisees and successors and assigns; and said terms, covenants and conditions shall be covenants running with the land and leasehold estate hereby covered and with each transfer or assignment of said land or leasehold estate. This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of DECEMBER 2013.

Purchaser:

RENCHMARK STANDARD, LLC
356 COPPERFIELD LN.
HEARDON, VA 20120

By: Hany Salah, MANAGER

Print: HANY SALAH, MANAGER

OPERATOR:
~~EDA Petroleum, Inc~~
~~Environmental Protection Associates, Inc.~~
2578 Enterprise Rd., Ste 141
Orange City, FL 32763

By: Nathan Hall, President
Nathan Hall



AN OIL & GAS DRILLING AND EXPLORATION COMPANY

EPA Petroleum, Inc.
2578 Enterprise Rd., Ste 141
Orange City, FL 32763
Phone: 407-687-6742

Drilling Contract

This agreement entered into this 9th day of December, 2013, by and between Benchmark Standard, LLC a Pennsylvania Limited Liability Company EIN: 46-4265920 with an office located at 356 Copperfield Ln, Herndon, VA 20170 hereinafter referred to as "Buyer" and EPA Petroleum, Inc. at 2578 Enterprise Rd., Ste 141, Orange City, FL 32763, hereinafter known as Operator. Operator has agreed to drill for Buyer, oil wells on the lease known as the Corse Lease. EPA:
46-4265920

Said wells to be drilled at the location known as the Corse Lease, approximately 257 acres, located on McFate Road, Complanter Twp, Venango County PA and known as the Corse P1-1 thru 10. Buyer will receive a 75% net revenue working interest for each well completed. To effectuate the terms of this Agreement the parties have agreed as follows:

Operator shall commence operations to drill the above stated wells as soon as equipment is available, by the Air Rotary method in a skillful and workmanlike manner in accordance with accepted oil field practices to a maximum depth of 1,100 feet. Total fixed turn-key cost per well will be \$125,000 with a total project cost of \$1,250,000. The total cost of the project will be divided into 3 phases. The first phase in the amount of \$220,500 is due on or before December 26, 2013. Once a phase is complete, Operator shall notify Buyer and Buyer must fund the next phase within 30 days of receipt of notification. Buyer can extend the 30 day deadline by an additional 60 days at a cost of 5% of the cost of unfunded portion of the next phase. Should Buyer not fund any one of the phases within the total 90 day limit, the project will be considered abandoned and any work already done and materials purchased up to that point shall revert to Operator. Phases are as follows:

1. \$220,500 to cover surveys, permit costs, silt fencing, lease road construction, pipelines and electrical lines and construct all 10 locations to make them "pad ready".
2. \$271,400 to drill, set casing, cement casing and log each well. Once the logs are completed, a copy will be forwarded to BUYER for review. Once received BUYER must decide within 15 days to either complete the well or plug it. If plugging is chosen, BUYER must pay the cost of plugging in the amount of \$5,500 per well being plugged.
3. \$758,100 to correlate, notch, frac, and install production material such as pump-jack, motor, electrical box, all fittings.

Drilling such wells to the required depth, include but are not necessarily limited to, the following:

Operator will employ the services of other subOperators to perform all drilling and most of the completion work. The parties hereto recognize and agree that Operator is, and shall be at all times, an independent Operator in carrying out its duties and obligations hereunder.

Operator shall provide the following services through the completion of the wells:

- A. All labor and equipment to bring the project wells into production.
- B. Drilling Services with and air rotary rig.
- C. Building of all roads and locations including, pipelines, waste water pits and reclaiming property when the wells is complete and put into production.
- D. Construct tank battery including excavation, tank setup, oil and gas separators and plumbing.
- E. All labor, materials, supplies, and services, necessary for the drilling and completion of the wells.
- F. Completion services including hydrofrac and service rig services.
- G. Water delivery, storage and removal. Brine removal after well completion will be part of operation costs payable by Buyer and collected directly from well production proceeds.
- H. Operator shall complete DEP completion records to be submitted by Buyer to the PA DEP.

Handwritten signature/initials

I. Drilling permit including any bonding requirements.

Risks: Operator may encounter natural hazards, such as unusual or unexpected formations or pressures, adverse weather conditions or other unforeseen hazards or conditions which could substantially delay, hinder and/or increase the time to drill and complete the project wells. The exploration and drilling of the project wells is subject to many hazards. These hazards include, without limitation, explosions, blow-outs, reservoir damage, loss of wells control, creating fires and damage to the environment and other similar force majeure events. In addition, the exploration of oil and gas is subject to seasonal risks caused by adverse weather conditions such as snow, rain, flooding and high winds. These hazards and risks could cause the delay or suspension of operations. Delays due to interference from government agencies such as the PA DEP, DNCR, Fish & Boat, Water Quality, Environmentalists, Local Municipalities and/or government representatives. Tax benefits for this project although funded in 2013 may not be available in whole or in part due to these risks.

Abandonment by Operator: Should Operator abandon the project without cause, Operator will forfeit any unused funds to that point and release Buyer from this contract plus 5% of the funds already spent. Operator will then assign the locations covered under this contract to Buyer as agreed. Abandonment shall be defined as notice in writing from Operator to Buyer of abandonment or Operator cessation of all activities for a period longer than 90 days without cause including but not limited to examples in "Risks" above.

Be it hereby agreed that if there is any question not expressly addresses in this document the current version of the L.A.D.C. Footage Drilling Contract shall serve as the determination document.

This agreement is binding upon heirs, administrators, assigns, and executors of the parties here to.

Two Witnesses each:

Benchmark Standard, LLC
356 Copperfield Ln, Herndon, VA 20170

By: Hany Salah, MANAGER

Print: Hany Salah

Signed and agreed this 11th Day of DEC, 2013 in HERNDON, VA

Its: President MANAGER

EPA Petroleum, Inc
Environmental Protection Associates, Inc.
2578 Enterprise Rd., Ste 141
Orange City, FL 32763
407-687-6742

By: Nathan Hall, President

Print: Nathan Hall

Its: President

Signed and agreed this 11th Day of Dec, 2013 in Orange City, FL



Xite Energy, Inc.
9800B McKnight Rd. Suite 215
Pittsburgh, PA 15237
Phone: (412) 491-6660
Fax: 866-279-7532

Corse Phased Service Contract

This agreement entered into this 5th day of December, 2013, by and between EPA Petroleum, Inc. at 2578 Enterprise Rd., Ste 141, Orange City, FL 32763, hereinafter referred to as "Operator" and Xite Energy, Inc. at 9800B McKnight Road, Suite 215 Pittsburgh, PA 15237 hereinafter known as "Contractor". Contractor has agreed to drill for Operator, oil wells on the lease known as the Corse Lease.

Said wells to be drilled at the location known as the Corse Lease, approximately 257 acres, located on McFate Road, Complanter Twp, Venango County PA and known as the Corse P1-1 thru 10. Operator will receive an 80% net revenue working interest for each well completed. To effectuate the terms of this Agreement the parties have agreed as follows:

Operator shall fund the first phase by December 31, 2013. Contractor shall commence operations of the above stated wells as soon as equipment is available, by the Air Rotary method in a skillful and workmanlike manner in accordance with accepted oil field practices to a maximum depth of 1,100 feet. Project will be divided into 3 phases as follows:

1. Phase 1 Site preparation: Survey lease, obtain permits, silt fencing, lease road construction, pipelines and electrical lines and construct all 10 locations to make them "pad ready".
2. Phase 2 Drilling: Drill all wells, set casing, cement casing and log each well. Once the logs are completed, a copy will be forwarded to OPERATOR for review. Once received OPERATOR must decide within 15 days to either complete the well or plug it. If plugging is chosen, OPERATOR must pay the cost of plugging in the amount of \$5,500 per well being plugged.
3. Phase 3 Completion: Correlate, notch, hydrofrac, and install production material such as pump-jack, motor, electrical box, all fittings.

Drilling such wells to the required depth, include but are not necessarily limited to, the following:

Contractor will employ the services of other subcontractors to perform all drilling and most of the completion work. The parties hereto recognize and agree that Contractor is, and shall be at all times, an independent Contractor in carrying out its duties and obligations hereunder.

Contractor shall provide the following services through the completion of the wells:

- A. All labor and equipment to bring the project wells into production.
- B. Drilling Services with and air rotary rig.
- C. Building of all roads and locations including, pipelines, waste water pits and reclaiming property when the wells is complete and put into production.
- D. Construct tank battery including excavation, tank setup, oil and gas separators and plumbing.
- E. All labor, materials, supplies, and services, necessary for the drilling and completion of the wells.
- F. Completion services including hydrofrac and service rig services.
- G. Water delivery, storage and removal. Brine removal after well completion will be part of operation costs payable by Operator and collected directly from well production proceeds.
- H. Contractor shall complete DEP completion records to be submitted by Operator to the PA DEP.

Operator shall provide:

- A. Drilling permit including any bonding requirements. For this project, Xite Energy will provide the initial permit. Once complete Operator will have the option of transferring the wells into their own name and bond at their expense.

Risks: Contractor may encounter natural hazards, such as unusual or unexpected formations or pressures, adverse weather conditions or other unforeseen hazards or conditions which could substantially delay, hinder and/or increase the time to drill and complete the project wells. The exploration and drilling of the project wells is subject to many hazards. These hazards include, without limitation, explosions, blow-outs, reservoir damage, loss of wells control, creating fires and damage to the environment and other similar force majeure events. In addition, the exploration of oil and gas is subject to seasonal risks caused by adverse weather conditions such as snow, rain, flooding and high winds. These hazards and risks could cause the delay or suspension of operations. Delays due to interference from government agencies such as the PA DEP, DNCR, Fish & Boat, Water Quality, Environmentalists, Local Municipalities and/or government representatives. Tax benefits for this project although funded in 2013 may not be available in whole or in part due to these risks.

Abandonment by Contractor: Should Contractor abandon the project without cause, Contractor will forfeit any unused funds to that point and release Operator from this contract plus 5% of the funds already spent. Contractor will then assign the locations covered under this contract to Operator as agreed. Abandonment shall be defined as notice in writing from Contractor to Operator of abandonment or Contractor cessation of all activities for a period longer than 90 days without cause including but not limited to examples in "Risks" above.

Be it hereby agreed that if there is any question not expressly addresses in this document the current version of the I.A.D.C. Footage Drilling Contract shall serve as the determination document.

This agreement is binding upon heirs, administrators, assigns, and executors of the parties here to.

Two Witnesses each:

EPA Petroleum, Inc.
2578 Enterprise Rd., Ste 141
Orange City, FL 32763
407-687-6742

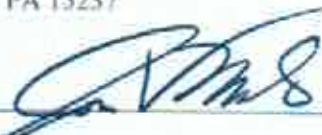
By: 

Print: Nathan Hall

Its: President

Signed and agreed this 10th Day of December, 2013 in Orange City, FL

Xite Energy, Inc., Inc.
9800B McKnight Road, Suite 215
Pittsburgh, PA 15237

By: 

Print: Jon V. Malis

Its: President

Signed and agreed this 5th Day of December, 2013 in Pittsburgh, PA



Environmental Protection Associates DISTRIBUTOR AGREEMENT

THIS AGREEMENT is made this 27th day of April 2011, by and between Environmental Protection Associates, Inc., with its principal place of business located at P.O. Box 950874, Lake Mary, FL (the "Company") and AWAN International General Trading W.L.L., Flat 72 Rasha Plaza, Building 254, Road 2007, Exhibition Road, Block 320, Kingdom of Bahrain (the "Distributor").

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

ARTICLE I APPOINTMENT OF DISTRIBUTORSHIP

1. **Distribution Right.** The Company hereby appoints and grants Distributor the exclusive and non-assignable right to sell the equipment/products of the Company ("Products") listed in the then current "Price List" (Exhibit "A" attached hereto). The distribution right shall be limited to customers who have places of business in, and will initially use the Company's products in the geographic areas set forth in Exhibit "B" attached hereto. The Distributor has the authority to designate "Authorized Agents" in its specified territories to help facilitate the maximum sales of the Product.
2. **Prices.** All prices stated are FOB the Company's offices in FOB/PLANT/USA. Prices do not include transportation costs which shall be borne by the Distributor. Prices do not include federal, state or local taxes applicable to the products sold under this Agreement. An amount equal to the appropriate taxes will be added to the invoice by the Company where the Company has the legal obligation to collect such taxes. Distributor shall pay such amount to the Company unless Distributor provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.
3. **Terms of Sale.** All sales of Company's Products to Distributor shall be made pursuant to this Agreement at such prices and on such terms (Terms are net cash 50% on order and 50% pick up at plant, USA/ upon delivery, Distributor agrees to pay such invoices when due regardless of other scheduled deliveries), as Company shall establish from time to time with at least thirty (30) days written notice. The prices are FOB Company's plant (Mobile, AL) or warehouse location (Virginia Beach, VA), unless otherwise stated in this Agreement or additional plants added in the future to be determined at that time. Risk of loss due to damage or destruction of Company's Products shall be the responsibility of the Distributor after delivery to the carrier for shipment. Company will select the shipper unless Distributor requests a reasonable alternative. All orders are subject to acceptance by the Company. Except as otherwise agreed by Company in advance, this Agreement shall control all aspects of the dealings between the parties with the respect to the Company's Products and any additional or different terms in any Distributor order are hereby rejected unless the parties specifically agree to them in advance of shipment and mutually sign another agreement to that effect.
4. **Competitive Products.** Distributor agrees not to represent or sell other products, which are deemed to be competitive with the Company's Products unless agreed to by the Company by written notice.

ARTICLE II MARKETING AND SUPPORT

1. **Sales.** Distributor shall use its best efforts to promote the sale and distribution of the Product and to provide adequate support, which efforts shall include the following:
 - (a) Establishing and maintaining appropriate, attractive and accessible premises and facilities for the display and demonstration of the Product;
 - (b) Provide an adequate, trained sales and technical staff to promote the sale and support of the Product;
 - (c) Undertake promotional campaigns and canvas prospective users to stimulate the sales of Product;



Environmental Protection Associates DISTRIBUTOR AGREEMENT

- (d) Provide Company with forecasts every month of its probability requirements for the next six months for Product and accessories, such forecasts to be in such manner and on forms to be specified by the Company and agreed upon by the Distributor.
2. **Advertising.** Company shall, upon request, assist the Distributor on all advertising, sales promotion and public relation campaigns to be conducted in connection with the Product, and shall provide necessary technical information and assistance.
 3. **Training.** Company shall furnish training of Distributor's sales and technical representatives at various times and the Company shall designate locations as for this purpose. Enrollment in training courses shall be limited to a reasonable number of persons who shall be sufficiently qualified to take the course. Distributor shall pay the salaries and all travel and lodging expenses and subsistence of its representatives.

ARTICLE III DELIVERY

1. **Purchase Orders.** Distributor shall order Products by email/ facsimile/ written notice to the Company. Each order shall specify the number of units to be shipped, the type of units to be shipped (as identified by Company model number designations indicated in the Price List), the desired method of shipment and the shipping location. Company shall indicate its acceptance of such release by returning a signed copy to Distributor. Company agrees to ship products to Distributor as close as possible to the delivery schedule set forth in each order as accepted by Company, unless Company otherwise indicates in writing. Company shall not be required to honor any release which: (a) specifies a shipping date earlier than Company's then current delivery schedule for the date such release is received by Company and/or (b) specifies a quantity to be delivered in any one month within the current delivery schedule which is greater than one hundred percent (100%) of the total quantity shipped in the preceding sixty (60) day period.
2. **Shipment.** All shipments of Products shall be made FOB Company's Plant and/or Warehouse and liability for loss or damage in transit, or thereafter, shall pass to the Distributor upon Company's delivery of Products to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by Company of all necessary ordering information from the Distributor. Distributor shall bear all costs of transportation and insurance and will promptly reimburse Company of Company prepays or otherwise pays for such expenses. Company shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingences, unusually severe weather, default of any other Company or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Distributor, or otherwise arisen out of causes beyond the control of the Company. Nor shall the Company at any time be liable for any incidental, special or consequential damages.
3. **Delay.** Distributor may delay for a period of thirty (30) days upon giving the Company written notice at least fifteen (15) days prior to the scheduled delivery date. In the event Distributor delays delivery for more than thirty (30) days with notification as set forth above, or for a period of more than five (5) days written notice, Distributor shall pay to the Company, as a service charge, an amount equal to 1/360th of twenty-five percent (25%) of the Purchase Price for each day of such delay to be computed from the first day of such delay through the termination of such delay.

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**Environmental Protection Associates
DISTRIBUTOR AGREEMENT**

4. **Cancellation.** Distributor may, at any time prior to the scheduled date of shipment, cancel any or all Products on order upon giving timely written notice and upon payment of the following cancellation charges for each unit cancelled. The cancellation charges, intended as liquidated damages and not penalties, are as follows:

Number of Days Prior to Scheduled Date of Shipment that Notice of Cancellation is Received by Company	Cancellation Charge Represented as Percentage of Amount of Order
0 - 5 Days	15%
6 - 15 Days	10%
16 - 30 Days	5%
31 Days or more	3%

**ARTICLE IV
PROPRIETARY RIGHTS**

1. **Use of Company Name.** Company expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to Company, except as specified in this Agreement or as expressly authorized by Company in writing. All advertising and other promotional material will be submitted to the Company at least two (2) weeks in advance and will only be used if Company authorizes and requires Distributor's use of the Company's insignia or lettering which will be on Products at the time of the delivery. Company hereby authorizes the Distributor's use of the legend set forth below. The Company shall submit to the Distributor in writing full particulars prior to any use of the authorized legends, on stationary, invoices, promotion material or otherwise, and shall not proceed with such use unless and until the Company's written approval shall have been received. EPA will be labeling **AWAN PRA** and **AWAN** will also maintain all rights to their name in all forms with no restrictions. The above only applies in the event AWAN uses the EPA Product name for any of their customers. AWAN will also maintain all rights to their customer who will use the transparency through AWAN for EPA to re-label any Product at the direction of AWAN (Distributor).

Authorized legend shall be the following:

Environmental Protection Associates, Inc.
EPA Worldwide.com
AWAN International General Trading WLL
AWAN PRA
AWANPRA.com

**ARTICLE V
WARRANTY**

1. Manufacturer warrants for a period of thirty (30) days after delivery that all Products are warranted to be free from defects in material and workmanship if applied and used in strict accordance with Manufacturer's usage instructions. Liability is limited to the sale price of any Products proved to be defective or, at the Manufacturer's option, to the replacements of such Products upon their return to them. No Products are to be returned to the Manufacturer, until there is an inspection by the Manufacturer or Manufacturer's duly authorized and appointed representative and upon written approval by the Manufacturer.

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Environmental Protection Associates DISTRIBUTOR AGREEMENT

All complaints should be directed first to the person/entity/representative who sold the Product. If satisfaction is not obtained or the name of the person/entity/representative is not known, write the Manufacturer that appears on the label, directed to the attention of Customer Service Manager.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The remedy set forth in this Limited Warranty shall be the exclusive remedy to any person or entity. No person or entity has the authority to bind Manufacturer to any representation or warranty other than this Limited Warranty. The Manufacturer shall not be liable for any incidental and/or consequential damage(s) resulting from the use of our Products or caused by any defect, failure or malfunction of our Products.

ARTICLE VI DURATION OF AGREEMENT

1. **Term.** The term of this Agreement shall be for an indefinite period provided that the agreed sales performance and minimum stocking requirements is adhered to in each location of exclusivity and both parties have mutual benefits.

It is hereby agreed by both parties that there will be a "ramp up" period for approximately six (6) months beginning in May 2011, which Distributor should try, to the best of their abilities, to obtain orders for minimum 1000 US Gallons per month per country. Should the Distributor fall short of this target, in any country, they will not be penalized as this is brand new Product and could take some time to gain recognition in the marketplace. Minimum stocking order after the "ramp up" period, and at the time in which the Product has become recognized in the marketplace, should be minimum 5000 US Gallons per month per country, only if client base is established.

2. **Termination.** This Agreement may be terminated only:

- (a) By either party for substantial breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other party has not cured the breach within [e.g., thirty (30) days] thereof; or
- (b) By the Company if: there is an unacceptable change in the control or management of the Distributor; if the Distributor ceases to function as a going concern or makes an assignment for the benefit of creditors; if a petition in bankruptcy is filed by or against the Distributor, resulting in an adjudication of bankruptcy; or, if the Distributor fails to pay its debts as they become due and provided due notice has been given by the Company to the Distributor and the Distributor has not cured such breach within thirty (30) days thereof;
- (c) Upon termination of this Agreement all further rights and obligations of the parties shall cease, except that Distributor shall not be relieved of (i) its obligation to pay any monies due, or to become due, as of or after the date of termination, and (ii) any other obligation set forth in this Agreement which is to take effect after the date of termination.

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Environmental Protection Associates DISTRIBUTOR AGREEMENT

ARTICLE VII NOTICES

1. **Notice or Communication.** Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by email: info@epaworldwide.com and/or registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party.

Notices and communications to the Company shall be sent to:

Environmental Protection Associates, Inc.
2578 Enterprise Road, Suite 141
Orange City, Florida 32763

Notices and communications to the Distributor shall be sent to:

AWAN International General Trading WLL
P.O. Box 75352
Kingdom of Bahrain
Email: awanpru@gmail.com or jamestgard@gmail.com

Any notices or communications to either party hereunder shall be deemed to have been given when deposited in the mail, addressed to the then current address of such party.

2. **Date of Effectiveness.** Any such notice or communication so mailed shall be deemed delivered and effective seventy two (72) hours after mailing thereof in the United States.

ARTICLE VIII GENERAL PROVISIONS

1. **Relationship of Parties.** The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Distributor are expressly reserved to the Company. The Distributor shall have no right, power or authority in any way to bind the Company to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied. EPA grants AWAN the right to establish exclusivities in their protected territories provided all minimum orders are met and are in good standing.
2. **Independence of Parties.** Nothing contained in this Agreement shall be construed to make the Distributor the agent for the Company for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding the other party. The Distributor specifically agrees that it shall have no power or authority to represent the Company in any manner; that it will solicit orders for Products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

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Environmental Protection Associates DISTRIBUTOR AGREEMENT

- 3. **Indemnity.** The Distributor agrees to hold the Company free and harmless from any and all claims, damages and expenses of every kind or nature whatsoever (a) arising from acts of the Distributor; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to Products sold to the Distributor under this Agreement, including but not limited to, execution of liens and security interests by third parties with respect to any such Products.
- 4. **Assignment.** This Agreement constitutes a personal contract and Distributor shall not transfer or assign same or any part thereof without advance written consent of the Company.
- 5. **Entire Agreement.** The entire Agreement between the Company and the Distributor covering the Products is set forth herein and any amendment or modification shall be in writing and shall be executed by duly authorized representatives in the same manner as this Agreement. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto. Any provisions, terms or conditions of Distributor's Purchase Orders which are, in any way contradicting of this Agreement, except those additional provisions specifying quantity and shipping instructions, shall not be binding upon Company and shall have no applicability to the sale of goods by the Company to the Distributor.
- 6. **Applicable Law.** This Agreement shall be governed by the laws of the State of Florida and is accepted by the Company at its Corporate Office at 2578 Enterprise Road, Suite 141, Orange City, Florida 32763 and all payments shall be made to the same Company's Corporate Office. Company's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.
- 7. **Separate Provisions.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

COMPANY

By: 

Nathan "JK" Hall, President & CEO
Environmental Protection Associates, Inc.

DISTRIBUTOR

By: 

Nasir Abbas Awan, Executive Director
AWAN International General Trading WLL

DISTRIBUTOR

By: 

James Thomas Gard, Sales & Marketing Director
AWAN International General Trading WLL





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OCT 13 2011

OFFICE OF
SOLID WASTE AND EMERGENCY
RESPONSE

Mr. Nathan Hall, Jr.
Environmental Protection Associates, Inc.
2578 Enterprise Road, Suite 141
Orange City, FL 32763

Dear Mr. Hall,

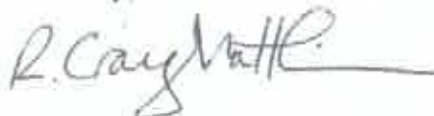
Thank you for providing the technical product data for EPA OIL FIELD SOLUTION™ (aka, HYDRO-CLEAN™, GLOBAL ENVIRONMENTAL CLEANER™, AWAN PRA OIL FIELD SOLUTION™) as required by the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR part 300. After conducting our review, your data submissions have satisfied the requirements contained in Title 40 of the CFR section 300.915 of the NCP. EPA OIL FIELD SOLUTION™ will be listed on the NCP Product Schedule under the Surface Washing Agent category and may be authorized for use by Federal On-Scene Coordinators (FOSCs) in accordance with 40 CFR section 300.910. The technical data for this product will be kept on file by the Office of Emergency Management's Regulation and Policy Development Division pursuant to 40 CFR section 300.920.

Enclosed you will find some of the relevant provisions in the NCP on restrictions regarding the listing of your product. Please note you are required to notify the U.S. Environmental Protection Agency (EPA) of any changes in composition, formulation, handling procedures, or application of your product. Based on this notice, EPA may require retesting of the product.

Also, note that the listing of EPA OIL FIELD SOLUTION™ on the NCP Product Schedule does not constitute approval, certification, authorization, licensing or promotion of the product; nor does it imply compliance with any criteria or minimum standards for such agents. Failure to comply with these restrictions or the making of any improper reference to EPA in an attempt to demonstrate approval or acceptance of the product will constitute grounds for removal of the product from the Schedule.

Please review the enclosed information and contact Ms. Lynn Beasley in the Office of Emergency at (202) 564-1965 or Beasley.Lynn@epa.gov if you have any corrections or questions.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Craig Matthiessen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

R. Craig Matthiessen, Director
Regulation and Policy Development Division
Office of Emergency Management
U.S. Environmental Protection Agency



Environmental Protection Associates



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AGENCY AGREEMENT

THIS AGENCY AGREEMENT is made this :

ALMAWRED , with its principal address at Al-abrak St. Ban Dong St 10.07.107 Tripoli, Libya (hereinafter referred to as "Agent")

And
ENVIRONMENTAL PROTECTION ASSOCIATES, INC of ^{Ste 141} 2578 Enterprise Rd (hereinafter referred to as "Principal").
Orange City FL 32763

BACKGROUND

WHEREAS the Principal is involved in the business as set forth in <http://www.epaworldwide.com> and the Agent is duly authorized to act in Libya as an agent of foreign companies.

WHEREAS in connection with and to facilitate the marketing and sale of the products and services (collectively "Products" and "Services") in Libya called for by the Libya Government and/or for Libyan Commercial Entities (hereinafter "Projects"), the Principal wishes to appoint the Agent in accordance with the provisions of this agreement to be its exclusive agent to facilitate the marketing of the Products in Libya before relevant Libyan Ministries and Libyan Commercial Entities in the State of Libya (hereinafter "Territory") in connection with future tenders and the Agent wishes to accept such appointment.

WHEREAS in connection with and to facilitate the marketing and sale of the products and services (collectively "Products" and "Services") in Libya called for by the Libya Government and/or for Libyan Commercial Entities (hereinafter "Projects"), the Principal wishes to appoint the Agent in accordance with the provisions of this agreement to be its exclusive agent to facilitate the marketing of the Products in Libya before relevant Libyan Ministries and Libyan Commercial Entities in the State of Libya (hereinafter "Territory") in connection with future tenders and the Agent wishes to accept such appointment.

1. APPOINTMENT AND AUTHORITY

1.1 Subject to the terms and conditions of this Agreement, Principal hereby appoints and authorizes Agent to act as its exclusive agent in connection with the marketing of the Products and Services identified in Exhibit A (To Be Determined) for the Ministries/Projects identified in Exhibit B (To Be Determined), executed by the parties and attached hereto, including any modifications thereto by mutual written agreement of the parties; and Agent hereby accepts such appointment.

1.2 Subject only to any specific exceptions which may be contained in this Agreement, the relationship shall be an exclusive relationship between the Parties and shall apply to all identified Ministries and/or Projects set forth in Exhibit B (To Be Determined).

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Environmental Protection Associates

1.3 During the Term of this Agreement and any extensions, the Principal shall not directly or indirectly involve or enter into any discussions or negotiations with any person or entity pertaining to the Projects identified in Exhibit B in the Territory without the prior written consent of the Agent, and, the Agent shall be entitled for



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Commission for all Projects that will be directly or indirectly obtained or performed by the Principal in the Territory for the Projects in Exhibit B.

2. COMPENSATION

2.1 In full consideration of Agent's services under this Agreement, Principal shall pay to Agent a fee as specified in Exhibit C (To Be Determined) attached hereto.

2.2 The Parties agree to the amount of the commission fee that shall be paid under this Agreement will be determined on a case by case basis for each Project undertaken within the Territory in relation to the Projects set forth in Exhibit B.

2.3 The remuneration payable under this Agreement shall be exclusive of the Agent's operating expenses related to the performance of its duties and services under this Agreement and the Agent shall be entitled to reimbursement related to its duties under this Agreement, with prior written agreement by the parties.

2.4 To the extent the parties enter into a Teaming Agreement for additional services relating to a project(s) as set forth in Exhibit B, the Agent and Principal will set forth the roles, responsibilities, schedules, and payments to the respective parties in accordance with the terms and conditions of a Teaming Agreement, to be agreed upon for each project engaged in.

2.5 All remuneration shall be calculated and payable in Libyan Dinar, unless agreed otherwise.

2.6 Upon the expiry or termination of this Agreement, the Agent shall be entitled to any and all remuneration under this Agreement due and payable in respect of a project (as set forth in Exhibit B) before the expiry or termination of this Agreement.

2.7 Each Party shall be responsible for their own taxes and levies resulting from this Agreement in accordance with Libya Law.

3. OBLIGATIONS OF THE PARTIES

3.1 Obligations of the Agent

A. Sales Opportunities. The Agent shall use its best efforts to solicit sales opportunities for the Products within the Territory.

B. Request for Quotation. The Agent shall document Sales Opportunities by submitting to the Principal a Request for Quotation (RFQ).

D. Collections. The Agent shall use commercial best efforts in collecting all payments due to the Principal for the Products and Services and Projects within the Territory.

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E. The Agent shall give all assistance as requested by the Principal for the compliance of necessary prequalification / registration formalities with the prospective Ministries of the Libya Government and other authorities, provided that the Principal shall, at its cost and expense, timely submit all documents necessary for the fulfillment of such pre-qualification / registration formalities.

F. In addition, the Agent shall also assist and advise the Principal in the process of obtaining the necessary permits to operate legally in Libya, including the required licenses, visas, customs and any other permits; liaise when necessary with the Client(s) for the purpose of fulfilling the Projects; and generally assist and advise the Principal whenever necessary.

3.2 Obligations of the Principal

A. Sales Opportunities. The Principal shall use commercial best efforts to provide sales opportunity analysis and recommendations to the Agent to aid in the response and submission of RFQs.

B. Quotation. The Principal within a reasonable time will respond to the Agent with compliant RFQ responses with a detailed budget quotation outlining technical, managerial, price, and terms and conditions.

C. Order Fulfillment. The Principal will use commercial best efforts to fulfill all accepted purchase orders, and ship or supply Products for the Projects as outlined in the quotation terms and conditions.

D. Payment. The Agent will be entitled to a payment or provided a discount [percent amount of discount or payment to be determined by Project] commission on prices indicated in quotations.

E. Payment Terms. To be determined on a project/opportunity basis, and agreed upon in writing by the parties.

F. The Principal shall be solely and fully responsible for the timely and quality performance of the Project(s) by engaging sufficient qualified and competent personnel, supply of products / services / deliverables together with warranty, training or other services (if any) to the Client of the Principal in the Territory.

4. COMPLIANCE WITH LAWS

4.1 The parties agree that in carrying out their duties and responsibilities under this Agreement, they will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States or any applicable countries; or (ii) would have the effect of causing the other party to be in violation of any laws, decrees, rules, or regulations in effect in either the United States or any applicable countries.

4.2 The parties agree that in connection with this Agreement or with any resultant contract or subcontract, they will not, directly or indirectly, give, offer, or promise, or authorize or tolerate to be given, offered, or promised, anything of value to any official, entity, or individual with the intent to (i) influence any act or decision of such official, entity, or individual, or (ii) induce such official, entity, or individual to use their influence to affect or influence any act or decision, in order to assist either party in obtaining or retaining business, or in directing business to any person.

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4.3. Each party agrees to notify the other party immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any official, entity, or individual, relating to the subject matter of this Agreement.

5. CONFIDENTIAL INFORMATION

Each party shall, at all times during the continuance of this agreement, keep all information or knowledge regarding the business and affairs of the other party which may become known to it by virtue of the relationship established hereby, confidential and secret (and the parties shall keep confidential the terms of this Agreement) and shall not disclose such information to any third party, save that any such information may be disclosed: (i) to the extent necessary for the non-disclosing party to perform its obligations under this Agreement; (ii) if such information becomes public knowledge through no fault of the non-disclosing party; and (iii) to any government or other regulatory body if such body requests such information and such information is required by law.

6. INDEMNIFICATION

Each party agrees to indemnify and to hold harmless the other party, its officers, employees, and agents, from and against any claims, demands, causes of actions, loss, cost, and expense, arising from, in connection with, or based upon the actions or omissions of such party, its officers, employees, agents, or representatives. This Article 6 shall survive the termination of this Agreement for any reason.

7. TRADEMARK

The Agent acknowledges that the Principal's trade names, trade and service marks, logos, patents, designs, symbols or other commercial or monopoly rights belonging to the Principal are the exclusive property of the Principal and that the Agent shall not acquire any proprietary rights thereto by reason of this Agreement, nor shall the Agent dispute the Principal's rights to or interest therein even after termination of this Agreement, whatever the reasons for such termination. The Agent shall not have any right to use the trade names, trade and service marks, logos, patents, designs, or symbols or other commercial or monopoly rights of the Principal, except at the times and in the manner as provided for in this Agreement or as expressly approved by the Principal in writing. The Agent shall not register any of the Principal's or confusingly similar to the Principal's trade names, trade and service marks, logos, patents, designs or symbols, without the Principal's express prior written consent.

8. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue for three (3) years, and renewed for subsequent two (2) years unless otherwise terminated as provided herein.

Notwithstanding the previous sentence, a party may immediately terminate this Agreement for cause without notice.

9. FORCE MAJUERE

Neither party shall be liable to the other party for any damage, delay or failure of performance resulting directly or indirectly from any circumstances beyond its reasonable control, including but not limited to, war, riot, strikes,

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Environmental Protection Associates



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المؤسسة الوطنية للموارد الطبيعية

Acts of God, fire, flood, prohibition of import and acts or orders of Government or any agency or department thereof or any law or regulation which have force of law which comes into force after the date hereof.

10. MISCELLANEOUS

10.1. **Assignment.** No portion of this Agreement or any right hereunder can be assigned, nor any obligation delegated, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Agent may assign this Agreement to an affiliate but will do so with prior written consent of the Principal.

10.2. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the applicable laws of the State of Libya and the parties hereto submit to the jurisdiction of the Courts of the State of Libya to resolve any dispute related hereto or arising hereunder.

10.3. **Waiver.** No delay in the exercise, and no omission to exercise, any rights or remedies by either party shall be construed as a waiver by such party of any rights or remedies that such party may have under this Agreement.

10.4. **Notices.** Unless otherwise specified herein, any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to be given fully if personally delivered, when received or if sent by overnight courier or by telefax with receipt acknowledged to the addresses set forth above or may be changed by either party by giving to the other party prior written notice of any such change. Notice shall be deemed to have been given upon receipt.

10.5. **Effective Date.** This Agreement shall become effective and binding on Principal upon the approval of Principal as indicated by the signature of Principal's authorized representative in the space provided below. If Principal shall fail to obtain such approval, this Agreement shall be null and void and Principal shall have no obligation or liability to Agent. The parties recognize and agree that Principal is not a party to this Agreement and shall have no liability for any reason as a result of this Agreement.

10.6. **Entire Agreement.** This Agreement contains the entire understanding of the parties on this subject, and supersedes all previous verbal and written agreements. This Agreement cannot be amended, in whole or in part, without a written instrument signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first set forth above.

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Signature



Environmental Protection Associates



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شركة المأورد للتجارة العامة

EPA INC

AL MOJAWEB GEN TRAD

By:

By:

Its:

Its:

Name:

Name:





Environmental Protection Associates



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شركة المأورد للخدمات البيئية

EXHIBIT B - Potential Projects/ Ministries/Commercial Entities (To Be Determined)



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شركة الموردة العامة للتقنية المتكاملة

EXHIBIT C - Compensation (To Be Determined)

SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (the "Agreement") is made and entered into this 14 day of April 2015, by and among **World Oil Group, Inc.**, a publicly traded company ("WOGI") incorporated in Florida and **EOR360, INC.**, a Florida corporation ("EOR360") and the **PERSONS IDENTIFIED ON SCHEDULE A HERETO**, being the holders of all of the issued and outstanding shares in EOR360, collectively, the ("Shareholders").

RECITALS:

- A. The Shareholders collectively own all of the issued and outstanding shares in EOR360 (the "EOR360 Shares") in the proportions described on Schedule A.
- B. WOGI desires to acquire the EOR360 Shares from the Shareholders in exchange for an aggregate of 100,000,000 shares of restricted Common Stock of WOGI (the "WOGI Shares") to be issued to the Shareholders pro-rata to their ownership of EOR360.
- C. The Shareholders desire to exchange their EOR360 Shares for the WOGI Shares upon the terms and conditions set forth herein (the "Exchange").
- D. Upon consummation of the Exchange, EOR360 will become a subsidiary of WOGI.
- E. It is the intention of the parties hereto that: (i) WOGI shall acquire the EOR360 Shares solely for the consideration set forth below; (ii) the Exchange shall qualify as a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and under the applicable securities laws of each jurisdiction where any of the Shareholders reside; and (iii) the Exchange shall qualify as a "tax-free" transaction within the meaning of Section 368 and/or other applicable provisions of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto agree as follows:

SECTION 1. EXCHANGE OF SHARES

1.1 Exchange of Shares. On the Closing Date (as hereinafter defined) the Shareholders shall tender all of the EOR360 Shares to WOGI and WOGI shall issue the WOGI Shares to the Shareholders in exchange therefore.

1.2 Delivery of EOR360 Shares and WOGI Shares. On the Closing Date, the Shareholders will deliver to WOGI either (a) certificates representing the EOR360 Shares, duly endorsed for transfer (or with executed stock powers) satisfactory to WOGI so as to convey good and marketable title to the EOR360 Shares to WOGI, and, simultaneously therewith, WOGI will deliver certificates evidencing the WOGI Shares to the Shareholders, registered to the Shareholders in the denominations set forth on Schedule A.

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SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each EOR360 Shareholder, severally and not jointly, represents and warrants to WOGI and WOGI as follows:

2.1 Information on EOR360 Shareholders. EOR360 Shareholders qualify as "accredited investor," as such term is defined in Regulation D promulgated under the Securities Act, is experienced in investments and business matters, has made investments of a speculative nature and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable it to utilize the information made available by WOGI and WOGI to evaluate the merits and risks of and to make an informed investment decision with respect to this Agreement, which represents a speculative investment. EOR360 Shareholders are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

2.2 Investment Intent. EOR360 Shareholders understand that the WOGI Shares have not been registered under the Securities Act, and may not be sold, assigned, pledged, transferred or otherwise disposed of unless the WOGI Shares are registered under the Securities Act or an exemption from registration is available. EOR360 Shareholders represent and warrant that it is acquiring the WOGI Shares for its own account, for investment, and not with a view to the sale or distribution of the WOGI Shares except in compliance with the Securities Act. Each certificate representing the WOGI Shares will have the following or substantially similar legend thereon:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws. The shares have been acquired for investment and may not be sold or transferred in the absence of an effective Registration Statement for the shares under the Act unless, in the opinion of counsel satisfactory to the Company, registration is not required under the Act or any applicable state securities laws."

2.3 Ownership of EOR360 Shares. EOR360 Shareholders are the recorded and beneficial owners of the EOR360 Shares attributed to EOR360 Shareholders on Schedule A, all of which are owned free and clear of all rights, claims, liens and encumbrances, and have not been sold, pledged, assigned or otherwise transferred except pursuant to this Agreement. There are no outstanding subscriptions, rights, options, warrants or other agreements obligating EOR360 Shareholders to sell or transfer to any third person any or all of the EOR360 Shares owned by EOR360 Shareholders, or any interest therein. Upon consummation of the transactions contemplated hereby, WOGI will acquire good and marketable title to EOR360 Shareholder's EOR360 Shares, free and clear of all rights, claims, liens and encumbrances.

2.4 Authority, No Third Party Consents. EOR360 Shareholders have the full power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed by EOR360 Shareholders and constitutes the valid and binding obligation of EOR360 Shareholders, enforceable against EOR360 Shareholders in

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accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. No consent of any third party is necessary in order for EOR360 Shareholders to execute, deliver and perform its obligations under this Agreement.

2.5 No Breach. The execution, delivery and performance of this Agreement by EOR360 Shareholders does not constitute (or with notice or lapse of time or both constitute) a breach or violation of, or a default under, the By-Laws of EOR360 and/or any agreement to which EOR360 Shareholders is a party.

2.6 Representations of EOR360. The representation and warranties of EOR360 set forth in Section 4 of this Agreement are true and correct as of the date hereof and as of the Closing date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF WOGI

WOGI hereby represents and warrants to the Shareholders as follows:

3.1 Organization and Good Standing. WOGI is a corporation, duly organized, validly existing and in good standing under the laws of Florida, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. WOGI is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

3.2 Authorization; Enforceability; No Breach. WOGI has all necessary corporate power and authority to execute this Agreement and perform their respective obligations hereunder. This Agreement constitutes the valid and binding obligation of WOGI and enforceable against WOGI in accordance with its terms, except as such enforcement may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by WOGI and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of WOGI;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which WOGI is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, WOGI, or upon the properties or business of WOGI; or

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~~transactions contemplated herein which could have a material adverse effect on the business or operations of WOGI.~~

3.3 Compliance with Laws. WOGI has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, would materially and adversely affect the business or financial condition of WOGI taken as a whole.

3.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving WOGI or any properties or rights which (a) could reasonably be expected to have a material adverse effect on WOGI taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

3.5 Brokers or Finders. No broker's or finder's fee will be payable by WOGI in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by WOGI or the Shareholders.

3.6 Real Estate. None WOGI does not own or leases any real property.

3.7 Assets. WOGI owns all rights, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances WOGI's Assets are listed on Schedule B.

3.8 Liabilities. WOGI has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") WOGI's liabilities are listed on Schedule B.

3.9 Capitalization. The authorized capital stock of WOGI consists of (a) 500,000,000 shares of common stock par value \$.001 of which 263,262,060 shares are presently issued and outstanding, and 74,442,835 shares in the float. WOGI has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of WOGI except to the extent for the Convertible Debt listed in its most recent financial report listed on Schedule B. All of the issued and outstanding capital stock of WOGI has been duly authorized and validly issued, fully paid and non-assessable, and was issued in compliance with applicable securities laws.

3.10 The WOGI Shares. The WOGI Shares to be issued to the Shareholders have been, or on or prior to the Closing will have been, duly authorized by all necessary corporate and Shareholders action and, when so issued in accordance with the terms of this Agreement, will be

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validly issued, fully paid and non-assessable and will not be issued in violation of the preemptive or similar rights of any person.

3.11 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by WOGI for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. WOGI has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

3.12 Full Disclosure. No representation or warranty by WOGI or WOGI in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to the Shareholders pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF EOR360

EOR360 hereby represents and warrants to WOGI as follows:

4.1 Organization and Good Standing. EOR360 is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. EOR360 is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification EOR360 subsidiaries are listed on Schedule C.

4.2 Authorization; Enforceability; No Breach. EOR360 has all necessary power and authority to execute this Agreement and perform its obligations hereunder. This Agreement constitutes the valid and binding obligation of EOR360 enforceable against EOR360 in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by EOR360 and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of EOR360;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which EOR360 is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, EOR360, or upon the properties or business of EOR360; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of EOR360.

4.3 Compliance with Laws. EOR360 has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, could reasonably be expected to materially and adversely affect the business or financial condition of EOR360.

4.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving EOR360 or any of EOR360's properties or rights which (a) could reasonably be expected to have a material adverse effect on EOR360 taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

4.5 Brokers or Finders. No broker's or finder's fee will be payable by EOR360 in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by EOR360.

4.6 Assets. The assets of EOR360 are identified on Schedule C hereto. EOR360 owns all right, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances.

4.7 Liabilities. The liabilities of EOR360 are identified on Schedule D hereto. EOR360 has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") other than previously discharged Liabilities.

4.8 Contracts. EOR360 is in material compliance with all agreements and understandings to which it is a party and is not in default of any material obligation contained in any agreement to which it is a party.

4.9 Capitalization. The authorized capital stock of EOR360 consists of (a) 1,000 shares of common stock par value \$.001 of which 1,000 shares are presently issued and outstanding. EOR360 has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of EOR360. All of the issued and outstanding capital stock of EOR360 has been duly authorized and validly issued, fully paid and non-assessable, and was issued in compliance with applicable laws.

4.10 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by EOR360 for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. EOR360 has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

4.11 Full Disclosure. No representation or warranty by EOR360 in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to WOGI pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading or necessary to a complete and correct presentation of all material aspects of the businesses of EOR360.

SECTION 5. COVENANTS

5.1 Examinations and Investigations. Prior to the Closing Date, each of the parties shall be entitled, through their employees and representatives, to make such investigation and verification of the assets, properties, business and operations, books, records and financial condition of the other, including communications with suppliers, vendors and customers, as they each may reasonably require. No investigation by a party hereto shall, however, diminish or waiver in any way any of the representations, warranties, covenants or agreements of the other party under this Agreement.

5.2 Expenses. Each party hereto agrees to pay its own costs and expenses incurred in negotiating this Agreement and consummating the transactions described herein.

5.3 Further Assurances. The parties shall execute such documents and other papers and take such further action as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each such party shall use its best efforts to fulfill or obtain in the fulfillment of the conditions to the Closing, including, without limitation, the execution and delivery of any documents or other papers, the execution and delivery of which are necessary or appropriate to the Closing.

5.4 Confidentiality. In the event the transactions contemplated by this Agreement are not consummated, each of the parties hereto agree to keep confidential any information disclosed to each other in connection therewith; provided, however, such obligation shall not apply to information which:

- (a) at the time of disclosure was public knowledge;
- (b) after the time of disclosure becomes public knowledge (except due to the action of the receiving party); or

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(c) the receiving party had within its possession at the time of disclosure.

5.5 Stock Certificates and Consideration. At the Closing, the Shareholders shall assign their EOR360 Shares to WOGI and WOGI shall issue to the Shareholders, the WOGI Shares as provided herein.

5.6 Management of EOR360. Except as otherwise contemplated hereby, from and after the Closing Date and continuing until otherwise determined in accordance with the requirements of applicable law, of EOR360 shall remain the same.

5.7 No Change to Capitalization. From the date hereof and continuing to the Closing Date, neither the WOGI Companies nor EOR360 shall issue any shares of capital stock or other securities, or any securities convertible into capital stock or other securities, or enter into any agreement to do so.

SECTION 6. THE CLOSING

The closing of transactions contemplated hereby (the "Closing") shall take at a time and place mutually agreed upon by WOGI and the Shareholders following satisfaction or waiver of all conditions precedent to Closing. At the Closing, the parties shall provide each other with such documents as may be necessary or appropriate and customary in transactions of this sort in order to consummate the transactions contemplated hereby, including evidence of due authorization of the Agreement and the transactions contemplated hereby. The date of which the Closing occurs is referred to herein as the "Closing Date").

SECTION 7. CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent to the Obligation of WOGI to Issue the WOGI Shares. The obligation of WOGI to issue the WOGI Shares to the Shareholders and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the sole benefit of WOGI and may be waived by the WOGI at any time in its sole discretion.

(a) *Accuracy of EOR360's and the EOR360 Shareholders Representations and Warranties.* The representations and warranties of EOR360 and the Shareholders shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by EOR360 and the Shareholders.* EOR360 and the Shareholders shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

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(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of EOR360 that is material and adverse to EOR360, taken as a whole, including without limitation, any material increase in the liabilities of EOR360 or any material decrease in the assets of EOR360, in each case between the date hereof and the Closing Date.

(e) *Miscellaneous.* EOR360 and the Shareholders shall have delivered to WOGI and WOGI such other documents relating to the transactions contemplated by this Agreement as WOGI or WOGI may reasonably request.

7.2 Conditions Precedent to the Obligation of the Shareholders to Tender Their EOR360 Shares for Exchange. The obligation of the Shareholders to exchange their EOR360 Shares for the WOGI Shares and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the EOR360 Shareholder's sole benefit and may be waived by the Shareholders at any time in their sole discretion.

(a) *Accuracy of WOGI's and WOGI's Representations and Warranties.* The representations and warranties of WOGI shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by WOGI.* WOGI shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of the WOGI Companies that is material and adverse to the WOGI Companies, taken as a whole, including without limitation, any material increase in the liabilities of the WOGI Companies between the date hereof and the Closing Date.

(e) *Miscellaneous.* WOGI shall cause the WOGI Companies to deliver to the Shareholders such other documents relating to the transactions contemplated by this Agreement as the Shareholders may reasonably request.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND EOR360

Notwithstanding any right of WOGI fully to investigate the affairs of EOR360, WOGI shall have the right to rely fully upon the representations, warranties, covenants and agreements of EOR360 and the Shareholders contained in this Agreement or in any document delivered by EOR360, the Shareholders or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and

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agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF WOGI

Notwithstanding any right of the Shareholders fully to investigate the affairs of WOGI, the Shareholders have the right to rely fully upon the representations, warranties, covenants and agreements of WOGI contained in this Agreement or in any document delivered to the Shareholders by WOGI, WOGI or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 10. INDEMNIFICATION

10.1 Obligation of EOR360 and the Shareholders to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, EOR360 and the Shareholders hereby agree to indemnify, defend and hold harmless the WOGI from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) (a "Loss") based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement of EOR360 and/or the Shareholders contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

10.2 Obligation of WOGI to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 9, WOGI agrees to indemnify, defend and hold harmless the Shareholders from and against any Loss based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement made by WOGI contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

SECTION 11. MISCELLANEOUS

11.1 Waivers. The waiver of a breach of this Agreement or the failure of any party hereto to exercise any right under this agreement shall in no event constitute waiver as to any future breach whether similar or dissimilar in nature or as to the exercise of any further right under this Agreement.

11.2 Amendment. Prior to the Closing, this Agreement may be amended or modified only by a written instrument signed by each of the parties. Following the Closing, this Agreement may not be amended or modified only by a written instrument signed by each of the parties and the written consent of RS Brands, Inc.

11.3 Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement is not assignable by any party except by operation of law.

11.4 Notices. Until otherwise specified in writing, the mailing addresses of both parties of this Agreement shall be as follows:

The Shareholders and

EOR360: To their addresses set forth on Schedule A.

WOGI: 609 N Charles Richard Beall Blvd
Suite 105
Debary, FL 32713

Any notice or statement given under this Agreement shall be deemed to have been given if sent by certified mail, return receipt requested, overnight courier or personal delivery, to the other party(ies) at the addresses indicated above or at such other address or number as may be furnished in writing in accordance with this paragraph.

11.5 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Volusia, State of Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable in that jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in any other jurisdiction. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.**

11.6 Publicity. No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued by either party hereto at any time from the signing hereof without advance approval in writing of the form and substance thereof by the other party.

11.7 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the collateral agreements executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, with respect thereto.

11.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.9 Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.


11.10 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall constitute an original copy hereof, but all of which together shall consider but one and the same document. This Agreement may be executed and delivered by facsimile transmission and when so executed and delivered shall have the same effect as if the receiving party had received an original counterpart of this Agreement.

[continued on next page]


1/16/10

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WORLD OIL GROUP, INC.

By:  as President
Nathan Hall, President

EOR360, INC.

By:  as President
Nathan Hall
President

SHAREHOLDERS:


Nathan Hall

Said S. Salah

SCHEDULE A

SHAREHOLDERS OF EOR360

Name and Address of EOR360 Shareholders	Shares owned in EOR360	Number of WOGI Shares to be Issued upon Exchange
Nathan Hall 2578 Enterprise Road Suite 141 Orange City, FL 32763	500 600	<u>600,000,000</u>
Said S Salah 2578 Enterprise Road Suite 141 Orange City, FL 32763	500 400	<u>400,000,000</u>
TOTAL		<u>100,000,000</u>

SCHEDULE B
ASSETS AND LIABILTTES

SCHEDULE C

ASSETS OF EOR360

EPA Oil Field Solution foreign distribution rights

60% ownership of EOR360, Inc. a Virginia corporation, which owns 60% of EOR360, Inc. a foreign corporation operating in Egypt.

Fully equipped office in Egypt

\$1,000,000 US dollars on deposit in EOR360 Egypt.

SCHEDULE D
LIABILITITES OF EOR360

None