

EXHIBIT A

**FIRST AMENDMENT AND ASSIGNMENT AND ASSUMPTION
OF ASSET PURCHASE AGREEMENT**

This First Amendment and Assignment and Assumption of Asset Purchase Agreement (this "**Agreement**"), dated as of May 29, 2015, is made and entered into by and among American Future Fuels Corporation, a Delaware corporation (the "**Assignee**"), Third Eye Capital Corporation, an Ontario corporation (the "**Assignor**"), USA Synthetic Fuel Corporation, a Delaware corporation ("**USASFC**"), and Lima Energy Company, an Ohio corporation ("**LEC**"; and together with USASFC, the "**Sellers**").

WHEREAS, the Assignor and the Sellers are parties to that certain Asset Purchase Agreement, dated March 17, 2015 (the "**Asset Purchase Agreement**") (capitalized terms not otherwise defined herein are used as defined in the Asset Purchase Agreement);

WHEREAS, as contemplated pursuant to that certain motion seeking entry of the Sale Order that was filed by the Sellers with the Bankruptcy Court on March 17, 2015, the Assignor desires to assign to the Assignee its right to credit bid certain claims as part of the consideration for the transfer by the Sellers to Buyer of the Acquired Assets;

WHEREAS, in connection therewith and pursuant to Section 12.3 of the Asset Purchase Agreement, the Assignor desires to assign and transfer to the Assignee all of the Assignor's rights and obligations as "Buyer" under the Asset Purchase Agreement, and Assignee desires to assume Assignor's rights and obligations as "Buyer" under the Asset Purchase Agreement; and

WHEREAS, the Assignor, the Assignee and the Sellers desire to amend certain provisions of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption.

- (a) The Assignor hereby irrevocably grants, transfers and assigns to the Assignee all of the Assignor's rights and obligations as "Buyer" under the Asset Purchase Agreement. Such transferred obligations include, among others, the obligation of the Buyer to assume, pay, perform and discharge the Assumed Liabilities on the terms set forth in the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in the Asset Purchase Agreement, the parties hereto agree that the Assignor shall not assume and shall not have any obligation to assume, pay, perform and discharge any of the Assumed Liabilities.
- (b) The Assignee hereby irrevocably accepts and assumes all of the Assignor's rights and obligations as "Buyer" under the Asset Purchase Agreement. The Assignee acknowledges and agrees that the assumed obligations include, among others, the obligation of the Buyer to assume, pay, perform and discharge the Assumed Liabilities on the terms set forth in the Asset Purchase Agreement and, notwithstanding anything to the contrary contained in the Asset Purchase

Agreement, (1) the Assignor shall not assume and shall not have any obligation to assume, pay, perform and discharge any of the Assumed Liabilities and (2) the Assignee shall have no recourse to the Assignor with respect to the Assumed Liabilities.

- (c) Subject to clause 1(e) below, the Sellers acknowledge and agree that the Assignee has assumed all of the Assignor's rights and obligations as "Buyer" under the Asset Purchase Agreement.
- (d) Each instance of the term "Buyer" in the Asset Purchase Agreement shall be deemed to refer to the Assignee.
- (e) Notwithstanding anything set forth herein to the contrary, in accordance with Section 12.3 of the Asset Purchase Agreement, the Assignor shall continue to be liable jointly and severally with Assignee for all of its obligations under the Asset Purchase Agreement.

2. Amendment.

(a) The parties hereto agree that the definition of Permitted Liens under the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"Permitted Liens" means: (a) statutory Liens for current Taxes, assessments and other Government charges that are not yet due and payable or that, although due and payable, are being contested in good faith; (b) mechanics', materialmen's, warehouseman's and similar Liens that relate to Assumed Liabilities (provided that, from and after the Closing Date, such Liens shall only constitute Permitted Liens to the extent applicable law prohibits the release or discharge thereof in connection with the sale, transfer and assignment contemplated by the Asset Purchase Agreement); (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances, or any other state of facts, that do not materially interfere with the present occupancy of the Owned Real Property or the Leased Real Property or the use of such Owned Real Property or the Leased Real Property as it has been used by Sellers in the Business prior to the Closing Date; (d) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Government having jurisdiction over real property; (e) prior to the Closing Date, a lessor's interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor's interest in, property underlying any of the Real Estate Leases; (f) prior to the Closing Date, any Liens held by the Assignor or any lender under the DIP Facility in respect of the DIP Loan; or (g) any Liens held by the Assignor, any Prepetition Noteholder or the Prepetition Investor under or in connection with the Note Purchase Agreement, the Unit Purchase Agreement or any document related to the foregoing (provided that, from and after the Closing Date, the Acquired Assets shall be free and clear of any such Liens).

(b) The parties hereto agree that, notwithstanding anything to the contrary in the Asset Purchase Agreement or any Ancillary Agreement: (i) to the fullest extent permissible under Section 363(f) of the Bankruptcy Code, at Closing the Assignee shall acquire the Acquired Assets, in each instance, free and clear of any and all Liens or Claims, other than Permitted Liens and Assumed Liabilities; and (ii) the assumption of certain Liabilities of the Sellers pursuant to Section 1.3(a) of the Asset Purchase Agreement shall not include any obligation that the Acquired Assets be subject to, and from and after the Closing Date the Acquired Assets shall be free and clear of, any charges, encumbrances, mortgages, security interests, liens, options or pledges to secure any Liabilities under or in connection with the Note Purchase Agreement, the Unit Purchase Agreement or any document related to the foregoing.

(c) Parties agree to extend the date set forth in Section 10.2 of the Asset Purchase Agreement for entry of the Sale Order to be June 1, 2015.

3. Asset Purchase Agreement Not Wholly Superseded. Except as explicitly set forth herein, this Agreement shall not in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the representations, warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of the Assignor, the Assignee or any other party set forth in the Asset Purchase Agreement.

4. Further Assurances. The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Assignor's rights and obligations as "Buyer" under the Asset Purchase Agreement to the Assignee and to otherwise comply with the terms of this Agreement and consummate the transaction contemplated hereby.

5. Amendments and Waivers. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

6. Succession and Assignment. This Agreement and its provisions shall be binding upon the successors and legal representatives of the parties hereto, and shall inure to the benefit of the successors, legal representative and assigns of the parties hereto and all future assigns thereof.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

8. Execution. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other party, it being understood that the parties need not sign the same counterpart.

9. Notices. All notices, requests, demands and other communications to the Assignee under this Agreement or the Asset Purchase Agreement shall be in accordance with

Section 12.12 of the Asset Purchase Agreement as follows (or at such other address as notified by the Assignee in accordance with such section):

American Future Fuels Corporation
c/o Strative Capital Ltd.
100 King Street West, Suite 5700
Toronto, ON M5K 1C7
Attn: Claude Church
Email: cchurch@strativecapital.com

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036
Attention: Jay. M Goffman
Facsimile: (917) 777-2120
E-mail: Jay.Goffman@skadden.com

and

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036
Attention: Shana A. Elberg
Facsimile: (917) 777-3882
E-mail: Shana.Elberg@skadden.com

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers and delivered as of the date first written above.

THIRD EYE CAPITAL CORPORATION

By: _____
Name: Arif N. Bhalwani
Title: Managing Director

AMERICAN FUTURE FUELS CORPORATION

By: _____
Name: Jonathan Norris
Title: Secretary and Treasurer

USA SYNTHETIC FUEL CORPORATION

By: _____
Name: Dr. Steven C. Vick
Title: Chief Executive Officer

LIMA ENERGY COMPANY

By: _____
Name: Dr. Steven C. Vick
Title: Chief Executive Officer