

BOOK 407 PAGE 251-254
OFFICIAL RECORDS
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Noble Royalties, Inc
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 17.00

196418

COUNTY OF EUREKA AND LANDER
STATE OF NEVADA

ASSIGNMENT OF ROYALTIES AND MINERALS AND BILL OF SALE

THIS ASSIGNMENT OF ROYALTIES AND MINERALS AND BILL OF SALE ("Assignment") is made this 15th day of February, 2005, and is effective at 12:01 a.m. Central Standard Time, January 1, 2005 (the "Effective Time"), by **Wynn-Crosby 2000, Ltd.** and whose address is 5500 West Plano Parkway, Suite 200, Plano, Texas 75903 (herein called "Assignor"), and **Noble Royalties, Inc. d/b/a Brown Drake Royalties**, with a mailing address of 13601 Preston Road, Suite 1008-W, Dallas, Texas 75240 (herein called "Assignee").

Assignor, in consideration of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER unto Assignee the following interests:

- A. All right, title and interest of Assignor in and to the royalty, overriding royalty and mineral interests in and under the deeds, properties and oil and gas leases described on Exhibit "A" (attached hereto and made a part hereof for all purposes);
- B. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil, gas or mineral unitization, pooling, farmout and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the Leases;
- C. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, partnership agreements, rights of way easements, permits and surface leases and other contracts, agreements and instruments, insofar as the same are appurtenant to the Leases;

All of the foregoing properties (contractual or otherwise) described in paragraphs A through C, above, are herein called the "Properties" as more completely described on Exhibit 'A' hereof.

TO HAVE AND TO HOLD the Properties forever, subject to the following terms and conditions:

1. WARRANTIES: THIS ASSIGNMENT IS WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED AS TO DESCRIPTION, TITLE, CONDITION, LOCATION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT THAT ASSIGNOR SHALL WARRANT AND DEFEND TITLE TO THE PROPERTIES AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER ASSIGNOR BUT NOT OTHERWISE.

2. ASSUMPTION OF OBLIGATIONS: Assignee hereby assumes and agrees to timely perform and discharge all duties and obligations of the owner of the Properties on and after the Effective Time.

3. LEASES AND OTHER CONTRACTS AND AGREEMENTS: This Assignment is made by Assignor and accepted by Assignee subject to all the terms, covenants and conditions of the oil, gas and mineral leases described in Exhibit "A" and to the terms, covenants and conditions of the instruments, contracts and agreements affecting the Properties or production therefrom recorded in the county and state in which the Property is located, and the same shall bind Assignee and Assignee's successors and assigns on and after the Effective Time hereof.

4. OBSERVANCE OF LAWS: This Assignment is subject to all applicable laws, ordinances, rules and regulations affecting the Properties, and Assignee shall comply with the same and shall promptly obtain and maintain all permits required by governmental authorities in connection therewith.

5. HEADINGS: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

6. PURCHASE AND SALE AGREEMENT: This Assignment is expressly made subject to the provisions of that certain Purchase and Sale Agreement dated effective January 1, 2005, by and between the parties hereto, and the provisions of said Agreement are incorporated herein by reference as fully as though said provisions were set forth herein verbatim.

7. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions hereof bind and inure to the benefit of the parties hereto and their respective successors and assigns and are covenants running with the lands, leases, equipment, and facilities and with each transfer or Assignment thereof or any portion thereof. All future Assignments of any portion of the Properties shall recognize and perpetuate the rights and obligations set out herein.

EXECUTED this 15th day of February, 2005, but effective as of the Effective Time.

ASSIGNOR:

Wynn-Crosby 2000, Ltd.
By: P-H Energy, LLC
Its General Partner

[Signature]
By: Floyd C. Wilson
President and Chief Executive Officer

ASSIGNEE:

Noble Royalties, Inc. d/b/a
Brown Drake Royalties

[Signature]
By: A. Scott Noble, President

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me this 15th day of Feb., 2005, by Floyd C. Wilson, President and Chief Executive Officer of P-H Energy, LLC, which is the General Partner of Wynn-Crosby 2000, Ltd.

My Commission Expires: Nov. 27, 2008

STATE OF TEXAS

COUNTY OF COLLIN

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This instrument was acknowledged before me this 15th day of Feb., 2005, on behalf of Noble Royalties, Inc. d/b/a Brown Drake Royalties, by A. Scott Noble, as President of Noble Royalties, Inc. a Texas corporation.

My Commission Expires: August 20, 2005

[Signature]
NOTARY PUBLIC



[Signature]
NOTARY PUBLIC

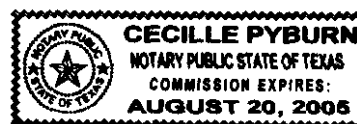


EXHIBIT 'A'
LANDER AND EUREKA COUNTIES, NEVADA

Attached to and made a part of that certain Assignment of Royalties and Minerals and Bill of Sale dated effective January 1, 2005 by and between Wynn-Crosby 2000, Ltd. as ASSIGNOR and Noble Royalties, Inc., d/b/a Brown Drake Royalties as ASSIGNEE, covering royalty, overriding royalty and mineral interests in various states and counties

All right title and interest to land located in Lander and Eureka Counties, Nevada land described in Order To Amend Or Correct Decree In The Second Judicial District Court Of The State Of Nevada In And For The County Of Washoe In The Matter of the Estate of Dorothe Macmillan, Deceased, recorded in Case No. 273559, Dept No. 4, Washoe County, Nevada.

Also being the same land described in Deed Of Trust, dated April 10, 1996 by and between James M. Kline and Helen M. Kline, as husband and wife, as Trustors and Stewart Title Northeastern Nevada, as Trustee, and Board of Trustees of The Leland Stanford University Junior University, as Beneficiary, recorded in Book 294, page 343 of the Official Records of Eureka County, Nevada and described as follows:

S/2 SE/4 of Section 8; NW/4 Section 17 and the E/2 NE/4 of Section 18 all in Township 31, North, Range 48 East, M.B.D.M. located in Lander and Eureka Counties, Nevada.

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