

BOOK 431 PAGE 29-33
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 203224
FEES 18⁰⁰

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Corrective Quit Claim Deed

State: NV)

County: Eureka)

) KNOW ALL MEN BY THESE PRESENTS THAT:

This Corrective Quit Claim Deed is dated to be effective as of January 1, 2005, at 12:01 A.M., local time (the "Effective Time") and is by and between NOBLE ROYALTIES, INC., a Texas Corporation, d/b/a BROWN DRAKE ROYALTIES (hereinafter referred to as "Grantor"), whose address is 15601 North Dallas Parkway, Suite 900, Addison, Texas 75001, and THE WHANN FAMILY LIMITED PARTNERSHIP, an Alaska Limited Partnership (hereinafter referred to as "Grantee"), whose address is 3924 Centenary Avenue, Dallas, Texas 75225.

RECITALS

(A) This Corrective Quit Claim Deed is being executed in order to correct a scrivener's error naming The Whann Family Partnership, LP, by Whann Management, LLC, instead of The Whann Family Limited Partnership, an Alaska Limited Partnership, as a Grantee in that certain Quit Claim Deed dated to be effective as of January 1, 2005 and recorded as set forth in Exhibit "A" attached hereto and made a part hereof.

(B) The term "Interests" shall be defined as all of the mineral interests, royalty interests and/or overriding royalty interests in and to all of the leases, lands, depths and wells which are described in and covered by the Assignments as herein after defined.

(C) The term "Assignments" shall be defined as all of the instruments of conveyance and/or assignments listed on Exhibit A attached hereto and incorporated herein for all purposes, which instruments of conveyance and/or assignments cover certain mineral interests, royalty interests and/or

EXHIBIT A
RECORDING DATA

State of: NV

County of: Eureka

DOCUMENT #:	201429
BOOK:	425
VOLUME:	
PAGE:	381

EXHIBIT B
Terms, Conditions and Disclaimers

THIS QUIT CLAIM DEED AND THE CONVEYANCE OF THE INTEREST HEREOF ARE EXPRESSLY MADE SUBJECT TO, and the Interests herein assigned and conveyed shall bear, their proportionate share of all of the terms, provisions, reservations and obligations contained in the Assignments, and further subject to all interests and matters burdening the Interests, whether or not appearing of record, whether now in existence or hereafter arising. All warranties that might arise by common law, as well as the warranties in Section 5.023 of the Texas Property Code (or its successor), are excluded.

This Quit Claim Deed is being executed pursuant to, and is subject to the terms and provisions of, those certain Participation Agreements dated as of the Effective Time, by and between Grantor and Grantees, reference to which is here made for all purposes.

Notwithstanding anything contained herein to the contrary, by delivery of this Quit Claim Deed by Grantor and acceptance of this Quit Claim Deed by Grantees, the parties do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. Grantor has not made, and Grantor hereby expressly disclaims and negates, and Grantees hereby expressly waives any representation or warranty, express, implied, at common law, by statute or otherwise relating to (a) the accuracy, completeness or materiality or any information, data or other materials (written or oral) now, heretofore or hereafter furnished to Grantees by or on behalf of Grantor, (b) the accuracy of any data or records concerning the quality or quantity of oil, gas or other hydrocarbon reserves, if any, attributable to the Interests, (c) the environmental condition of the Interests, (d) any statutory, express or implied warranty of merchantability, (e) any statutory, express or implied warranty of fitness for a particular purpose, (f) any statutory, express or implied warranty of conformity to models or samples of materials and (g) any and all statutory, express or implied warranties existing under applicable law. It is the express intention of both Grantor and Grantees that the undivided interest in and to the Interests being conveyed hereunder is hereby conveyed to Grantees in its present condition and state of repair "as is" and "where is" and "with all faults", that with respect to such matters Grantees are relying solely upon their own investigation and that as of the acceptance of delivery of this conveyance Grantees will have made or caused to be made such inspections as Grantees deem necessary, advisable or appropriate. Grantor and Grantees agree that this provision has been negotiated at arms length and that the purchase price reflects the inclusion of this provision. Grantor and Grantees agree that, to the extent required by applicable law to be effective, the disclaimers of certain warranties contained herein are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.

2. Notwithstanding anything contained herein to the contrary, the parties agree that (i) the effective date and time as to the undivided interest in the Interests covered by the Assignments shall be the Effective Time; (ii) Grantor reserves all "Executive Rights", as defined hereafter, insofar as Grantor has such executive rights, in and to the Interests; the "Executive Rights," as used herein include without limitation, all executive rights as defined under applicable law, the right to grant, amend, ratify, correct or otherwise modify oil and gas leases covering any of the Interests, the right to execute pooling agreements or ratifications thereof, the right to execute division orders or stipulations of interest covering any of the Interests, and the right to execute all manner of instruments intended to cure existing or after-discovered title defects affecting the Interests; (iii) Grantor hereby reserves any and all surface rights, possessory

rights and so-called "working interests" which rights and interests are not intended to be transferred to the Grantees, and (iv) Grantor does not reserve the ownership of bonus and delay rental or other rental payments. Notwithstanding anything to the contrary herein, the terms and conditions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Grantor could be held liable for a breach of such relationship.

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