

**DOC # 0209205**

05/07/2007

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**Official Record**

Recording requested By  
RICHARD WOODALL INC

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Fee: \$17.00

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RPTT:

Recorded By FES

Book- 0456 Page- 0381



0209205

APRIL 11, 2207

PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY

BETWEEN PROVIDENCE PETROLEUM, L.C. AND RICHARD WOODALL, INC.

RETURN RECORDED DOCUMENT TO:

RICHARD WOODALL, INC.  
P.O. BOX 9513  
BAKERSFIELD, CA 93389  
(661) 399-4295

## PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF NEVADA

COUNTY OF EUREKA

THIS PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY (this "Partial Assignment"), dated effective April 1, 2007 (the "Effective Date"), is from Providence Petroleum, L.C., whose address is 202 Azalea Way, Marshall, Texas 75672 ("Assignor") to Richard Woodall, Inc., whose address is P.O. Box 9513, Bakersfield, CA 93389 ("Assignee").

WHEREAS, Lacy Properties, Ltd., whose address is P.O. Box 2146, Longview, Texas 75606 ("Lacy") did convey and assign an overriding royalty interest to Providence Petroleum, L.C., whose address is 202 Azalea Way, Marshall, Texas 75672, by that certain Assignment of Overriding Royalty dated effective October 1, 2004, as recorded in Book 399, Page 352 of the Official Records of Eureka County, Nevada (the "Assignment");

WHEREAS, said Assignment was equal to an overriding royalty interest of 2.5% of 8/8ths in all oil, gas and other minerals produced, saved and marketed pursuant to the terms of that certain Oil and Gas Lease dated August 6, 2004, from Blackstone Minerals Company, L.P. ("Black Stone") to Lacy Properties, Ltd., (the "Lease"), a Memorandum of which is recorded in Volume 393, Page 71 of the Official Records of Eureka County, Nevada, covering lands more particularly described therein and containing 7,666.76 acres, more or less;

WHEREAS, by that certain Partial Assignment of Oil and Gas Lease dated effective October 1, 2004, Lacy did convey and assign to Trail Mountain, Inc., whose address is 105 South Fourth Street, Artesia, New Mexico 88210 ("Trail Mountain") an undivided 35% interest in the Lease, subject to the Assignment, as recorded in Book 402, Page 100 of the Official Records of Eureka County, Nevada;

WHEREAS, by that certain Amendment of Oil and Gas Lease ("Amendment") dated April 10, 2006, by and between Black Stone, Lacy and Trail Mountain, a Memorandum which is recorded in Book 438, Page 40 of the Official Records of Eureka County, Nevada, the Lease was amended to add lands to the Lease whereby it now covers and describes 8,828.55 acres, more or less, (the "Lands");

WHEREAS, by that certain Amendment to Assignment of Overriding Royalty dated December 1, 2006, by and between Lacy, Trail Mountain, and Providence Petroleum, L.C., as recorded in Book 449, Page 170 of the Official Records of Eureka County, Nevada, Providence Petroleum, L.C.'s 2.5% of 8/8ths overriding royalty interest was amended whereby it now covers and describes 8,828.55 acres, more or less, being the Lands;

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor does hereby grant, convey, assign, and deliver unto Assignee, and Assignee's successors and assigns, an overriding royalty interest in all oil, gas, and other minerals produced, saved, and marketed pursuant to the terms of the Lease, as amended, and the Assignment, as amended, equal to 2.0% of 8/8ths (the "Override"). Assignee agrees that the Override shall be proportionately reduced if it is determined the Lease, as amended, covers less than 100% of the mineral estate in the Lands, or Lacy and Trail Mountain own less than a combined 100% of the leasehold estate in the Lease, as amended.

TO HAVE AND TO HOLD the Override unto Assignee and its successors and assigns forever, though subject to the following terms and conditions:

1. THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES RELATING TO TITLE TO THE LEASE, AS AMENDED.
2. Assignee shall bear and pay any Federal, State, or local government sales, documentation, transfer, gross proceeds or similar taxes incident to or caused by the Partial Assignment.
3. Assignor and Assignee shall take all further actions and execute such further documents that are reasonable and necessary to carry out the purposes of this Partial Assignment and the intent of Assignor and Assignee evidenced herein.
4. This Partial Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
5. This Partial Assignment may be executed in one or more originals and/or counterparts, each of which counterpart shall be deemed an original, but all of which originals and/or counterparts together shall constitute one and the same conveyance. A separate partial assignment of the Override may be executed on officially approved forms by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Such partial assignment shall be deemed to contain all the exceptions, reservations, rights, titles power and privileges set forth herein as fully as though they were set forth in each such assignment.

IN WITNESS WHEREOF, this instrument is executed as of this 11<sup>th</sup> day of April, 2007, but is made effective as of the Effective Date.

**ASSIGNOR:**

PROVIDENCE PETROLEUM, L.C.

By: James A. Carpenter  
Name: James A. Carpenter  
Its: Manager

**ASSIGNEE:**

RICHARD WOODALL, INC.

By: Richard A. Woodall  
Name: Richard A. Woodall  
Its: President

**ACKNOWLEDGEMENTS**

STATE OF TEXAS

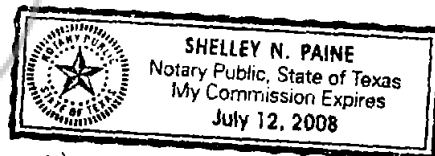
COUNTY OF GREGG

This instrument was acknowledged before me on this 12<sup>th</sup> day of April, 2007, by James A. Carpenter, manager of Providence Petroleum, L.C., a Texas limited liability company, on behalf of said entity.

Shelley N. Paine  
Notary Public, State of Texas

STATE OF CALIFORNIA

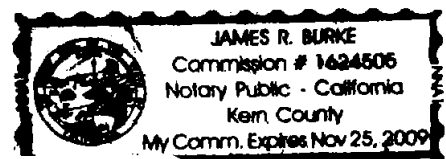
COUNTY OF KERN



On April 11, 2007 before me, James R. Burke, Notary Public, personally appeared Richard A. Woodall, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature James R. Burke (Seal)



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