

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE, hereinafter called "ASSIGNMENT", is made between SHELL ONSHORE VENTURES INC., a Delaware Corporation, P.O. Box 576, Houston, Texas 77001, herein after called "ASSIGNOR" and R & R ROYALTY, LTD., 500 N. SHORELINE, #322, CORPUS CHRISTI, TX 78471, herein after called "ASSIGNEE".

For ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, assign and convey all of ASSIGNOR's right, title and interest in, to, under and arising out of or in any way related to each and every property described in the instruments listed on Exhibit "A" attached hereto and made a part hereof, referred to herein as the "ASSIGNED PROPERTY".

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.

THIS ASSIGNMENT shall be subject to the following terms and conditions:

1. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of ASSIGNOR and ASSIGNEE.
2. This assignment is made without warranty or representation of any kind, express, statutory or implied as to title, description, physical condition of the ASSIGNED PROPERTY (including, without limitation, the environmental condition of the ASSIGNED PROPERTY), quality, value, fitness for purpose, merchantability, or otherwise.
3. To the fullest extent permitted by law, but no further, ASSIGNEE shall indemnify and hold harmless ASSIGNOR, from any and all Claims which directly or indirectly arise or result from or are caused by the use, operation, maintenance, occupation, ownership or abandonment of the ASSIGNED PROPERTY before, on, or after the effective date of this assignment except for any such Claims caused by the willful misconduct or gross negligence of ASSIGNOR. ASSIGNEE further covenants and agrees to defend any suit(s) or administrative proceeding(s) brought against ASSIGNOR on account of any such Claims indemnified hereunder and to pay or discharge the full amount or obligation of such Claims incurred by, accruing to or imposed on ASSIGNOR resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, ASSIGNEE shall pay to ASSIGNOR all attorneys' fees incurred by ASSIGNOR in enforcing ASSIGNEE'S indemnity in this paragraph 3.
4. To the fullest extent permitted by law, but no further, ASSIGNEE shall indemnify and hold harmless ASSIGNOR from and against any and all Environmental Claims or Environmental Cleanup Liability which arises directly or indirectly from the use, operation, maintenance, occupation, ownership or abandonment of the ASSIGNED PROPERTY before, on or after the effective date of this assignment, except for any such Environmental Claims or Environmental Cleanup Liability caused by the willful misconduct or gross negligence of ASSIGNOR. ASSIGNEE further covenants and agrees to defend any suit(s) or administrative proceeding(s) brought against ASSIGNOR on account of any such Environmental Claims or Environmental Cleanup Liability and to pay or discharge the full amount or obligation of such Environmental Claims or Environmental Cleanup Liability incurred by, accruing to or imposed on ASSIGNOR, resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, ASSIGNEE shall pay to ASSIGNOR, all attorneys' fees incurred by ASSIGNOR in enforcing ASSIGNEE'S indemnity in this paragraph 4.
5. To the extent transferable, this assignment includes all contracts and agreements to which the property described in Exhibit A is subject.
6. This ASSIGNMENT is intended by the ASSIGNOR and ASSIGNEE as a complete and final statement of the Agreement between ASSIGNOR and ASSIGNEE, and supersedes and cancels any and all prior or contemporaneous oral agreements, statements, representations, understandings, negotiations, or communications between or among ASSIGNOR and ASSIGNEE.


LOT 24005



2011011127 4 PGS

IN WITNESS WHEREOF, this instrument is executed by the parties on this 16th Day of June, 2011.

SHELL ONSHORE VENTURES INC.

BY: 
G. T. Tassin
Attorney-in-Fact

COMMONWEALTH OF PENNSYLVANIA:

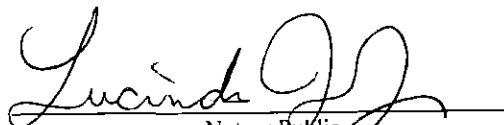
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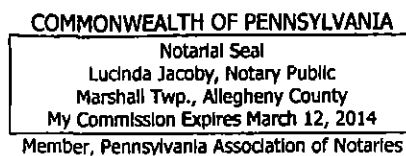
COUNTY OF BUTLER :

On this, the 16th day of June, 2011, before me Notary Public, the undersigned officer, G. T. Tassin, personally appeared, who acknowledged herself to be the Attorney In Fact for SHELL ONSHORE VENTURES, INC., a Delaware Corporation, and that she as such Attorney In Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by herself as Attorney In Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:


Notary Public



**EXHIBIT "A" attached to Assignment and Conveyance by and
between Shell Onshore Ventures Inc. and R & R ROYALTY, LTD.**

Polk County, Texas

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING
<u>PROSPECT: SCHWAB-WILCOX</u>				
T-11887.1	ARCH MACDONALD	SHELL PETROLEUM CORPORATION	3/23/1933	V010 P405
T-11887.2	W.M. FREE, ET AL	SHELL PETROLEUM CORPORATION	8/13/1936	V017 P596
T-11887.3	JAMES A FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/19/1936	V144 P332
T-11887.4	CARRIE MAY MARSHALL ET AL	SHELL PETROLEUM CORPORATION	6/21/1936	V049 P454
T-11887.5	TESS L TWYMAN, ET VIR	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P461
T-11887.6	JAMES HENRY HAMILTON, ET AL	SHELL PETROLEUM CORPORATION	6/23/1936	V049 P450
T-11887.7	W.L. FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/21/1936	V049 P441
T-11887.8	SUSAN E GARVIN	SHELL PETROLEUM CORPORATION	6/20/1936	V144 P330
T-11887.9	UDORA MAYES	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P458
T-11887.10	E.R. FOWLER	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P438
T-11887.11	MATTIE KING	SHELL PETROLEUM CORPORATION	7/16/1936	V017 P591
T-11887.12	FRENCH FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/23/1936	V049 P446
T-12744.1	FRED L DOUCETTE	C. F. FAIN	3/20/1933	V010 P355
T-16368.1	WEST SECURITIES COMPANY, ET AL	GEORGE L PEYTON & W.M. PEYTON	11/10/1938	V021 P162
T-16368.2	CLARK DAVIS, ET AL	GEO. L PEYTON & W.M. PEYTON	12/14/1938	V021 P282
T-16368.3	MARY E MACDONALD	GEO. L PEYTON & W.M. PEYTON	1/20/1939	V021 P286
T-28445.1	C.I. WITHERS, ET AL	SHELL OIL COMPANY	5/15/1957	V053 P641
T-28447.1	C.I. WITHERS, ET AL	SHELL OIL COMPANY	5/15/1957	V053 P632
T-41239.1	KIRBY LUMBER CORPORATION	SHELL OIL COMPANY	8/08/1966	V070 P164

✓ AFTER RECORDING, RETURN TO:
ENERGYNET, INC.
7201 I-40 WEST, SUITE 319
AMARILLO, TX 79106

FILED FOR RECORD
2011 AUG 18 PM 12:13

Schelana Walker
SCHELANA WALKER
POLK COUNTY, TEXAS

State of Texas }
County of Polk }
I, SCHELANA WALKER hereby certify that this instrument
was FILED in the file number sequence on the date and at the time
stamped hereon by me and was duly RECORDED in the Official
Public Records in Volume and Page of the named RECORDS OF
Polk County, Texas as stamped hereon by me.

AUG 18 2011

Rb



Schelana Walker
COUNTY CLERK
POLK COUNTY, TEXAS

OFFICIAL RECORDS
LIBERTY COUNTY
PAULETTE WILLIAMS
COUNTY CLERK
RECORDING FEE: \$23.00
2011011127
09/09/2011 03:52 PM 4 PGS
MCESSNA,DC Receipt #011948

STATE OF TEXAS }
COUNTY OF LIBERTY }
I hereby certify that this instrument as FILED in the number sequence
on the date and at the time stamped hereon by me, and was
duly RECORDED in the volume and page of the OFFICIAL PUBLIC
RECORDS of Liberty County, Texas, as Stamped hereon by me on

SEP - 9 2011

Paulette Williams
COUNTY CLERK
LIBERTY COUNTY, TEXAS