


Prepared by and after recording return to:  
Black Stone Minerals Company, L.P.  
1001 Fannin, Suite 2020  
Houston, Texas 77002  
Attn: Llana Dobbie, Director, Land Administration

  
20100809000254490 1/12 \$109.90  
Shelby Cnty Judge of Probate, AL  
08/09/2010 01:51:48 PM FILED/CERT

### ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "Assignment") by and among BSNR PRODUCTION, L.P. (formerly known as Eagle Rock Production, L.P.), a Texas limited partnership ("Assignor"), whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002, and BSNR RAPTOR, L.P., a Delaware limited partnership ("Raptor"), and BLACK STONE MINERALS COMPANY, L.P., a Delaware limited partnership ("BSMC"; Raptor and BSMC being hereinafter referred to collectively as "Assignee"), each of whose street and post office address is 1001 Fannin, Suite 2020, Houston, Texas 77002 is executed this 24<sup>th</sup> day of May, 2010, and is effective as of 7:00 a.m., local time, where the Assets (hereinafter defined) are located, on the 24<sup>th</sup> day of May, 2010 ("Effective Time").

### RECITALS

A. Ivory GP, L.L.C. ("Ivory") is the sole general partner and Raptor and BSMC are the sole limited partners of Assignor;

B. Ivory, in its capacity as sole general partner of Assignor, has determined that it is in the best interest of Assignor and the partners of Assignor for Assignor to cease its operations, dissolve and wind up its business;

C. In connection therewith, Assignor has distributed to its partners, Ivory, Raptor and BSMC, all of its right, title and interest in and to the Assets;

D. Ivory has distributed all of its right, title and interest in and to the Assets to its sole member BSMC;

E. Following the distribution from Ivory, BSMC and Raptor became the owners of the Assets in the undivided interests set forth on Schedule 1.1 attached hereto and made a part hereof; and

F. In lieu of executing multiple assignments to effect the distributions described above, Assignor and Assignee desire to enter into this Assignment to evidence the ultimate result of all such distributions.



## CONVEYANCE

**NOW, THEREFORE**, Assignor for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS, SETS OVER, ASSIGNS AND DELIVERS unto each Assignee, in the respective undivided interests set forth on Schedule 1.1, all of Assignor's right, title, interest in and to the following (collectively, the "Assets"):

(a) oil, gas, other liquid or gaseous hydrocarbons, or any of them or any combination thereof, and all products extracted, separated, processed and produced therefrom ("Hydrocarbons") and other minerals (including all right, title and interest of the Assignor in Hydrocarbons and their respective constituent products, and any other minerals, including sulfur and coal seam gas, industrial minerals, precious and semi-precious gems and minerals, lead, zinc, copper, coal, lignite, peat, phosphate, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, ruble ilmenite, leucosene, zircon, monazite, gold, silver, bauxite, geothermal energy (including entrained methane, hydrostatic pressure and thermal energy)) and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous in and under and that may be produced from the lands from and after the Effective Time described on Exhibit A and Exhibit B attached hereto or in the conveyances or other instruments described on Exhibit A and Exhibit B (collectively, the "Lands") and any lands pooled, unitized, communitized or consolidated therewith, together with each and every kind and character of right, title, claim, and interest that the Assignor has in and to the Lands and any lands pooled, unitized, communitized, or consolidated therewith, whether such Hydrocarbons and other minerals be producing or not, or subject to an existing oil and gas lease or not, including (i) all fee mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, and production payments, working interests and other interests, similar or dissimilar to the foregoing; (ii) the production from any Hydrocarbon wells located on the Lands, whether producing, not producing, shut-in, temporarily abandoned, or permanently abandoned, including, without limitation, any wells described on Exhibit A-1 and Exhibit B-1 attached hereto (the "Wells"); (iii) any pools or units which include any Lands or Wells (the "Units"), and including all interest of Assignor in production from any such Unit, whether such Unit production comes from Wells located on or off of the Lands;

(b) mineral files, lease files, contract files, abstracts and title opinions, production records, Well files, division order files, accounting records and other files and records relating to the properties and interests described in subclause (a) above; and

(c) all other real, personal and other property, whether tangible or intangible or recorded or unrecorded and irrespective of whether such property is related or unrelated to any of the Assets described in subclause (a) or (b) above.

**TO HAVE AND TO HOLD** the Assets unto Assignee, and the successors in title and assigns of each respective Assignee forever, in the respective undivided interests set forth on Schedule 1.1 subject, however, to the terms and conditions of this Assignment.

THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

This Assignment shall be governed by and interpreted in accordance with the laws of the state of Texas without giving effect to principles thereof relating to conflicts of law rules that would direct the application of the laws of another jurisdiction.



All of the provisions hereof shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Assignor hereby irrevocably constitutes and appoints each of the Assignees as its true and lawful attorney-in-fact, with full power of substitution, in the name of Assignor, and on behalf of and for the benefit of each Assignee, to execute, acknowledge and deliver one or more counterparts of this Assignment or any other instrument of conveyance, assignment or transfer that may be necessary to carry out the purposes and intent of this Assignment; to do all such acts and things in relation thereto as such Assignee shall deem advisable; and to execute such other documents and instruments and perform such further acts as deemed reasonably necessary by such Assignee or its representatives to effectuate the transactions contemplated hereby. Assignor agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Assignor or by its dissolution or by the cancellation of its certificate of limited partnership or in any manner or for any reason. Notwithstanding the foregoing, in no event shall any action by Assignees pursuant to this power of attorney increase the liability of Assignor hereunder.

Assignor and Assignee agree to take such further actions and to execute, acknowledge and deliver all such additional instruments as may be necessary to fully and effectively transfer the Assets to Assignee.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. To facilitate recording, counterparts for recording in a particular jurisdiction may contain only the portions of Exhibit A, Exhibit A-1, Exhibit B and Exhibit B-1 setting forth descriptions or references to descriptions of the Assets that are located in such jurisdiction unless prohibited by state law, in which case a complete counterpart of this Assignment will be recorded. A complete counterpart of this Assignment containing a full description of all of the Assets shall be recorded in Brazoria County, Texas.

Each Assignee represents that it is exempt from state property transfer taxes and county transfer taxes for the Lands located in the State of Michigan pursuant to Michigan Statutes Annotated §207.505(n) and §207.526(p).

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, this Assignment has been executed by Assignor and Assignee on the dates reflected in their respective acknowledgments.

**WITNESSES:**

*Llana Dobbie*

Llana Dobbie

*Betty Headley*

Betty Headley

Shelby County, AL 08/09/2010

State of Alabama

Deed Tax : \$4.00

**ASSIGNOR:**

**BSNR PRODUCTION, L.P.,**  
a Texas limited partnership

By: Ivory GP, L.L.C.,  
a Delaware limited liability company and  
its general partner

By: Black Stone Minerals Company, L.P.,  
a Delaware limited partnership and  
its sole manager

By: Black Stone Natural Resources, L.L.C.,  
a Delaware limited liability company and  
its general partner

By: *Hallie A. Vanderhider*  
Hallie A. Vanderhider  
President & Chief Operating Officer

**WITNESSES:**

Llana Dobbie  
Llana Dobbie

Betty Headley  
Betty Headley

**ASSIGNEE:**

**BSNR RAPTOR, L.P.,**  
a Delaware limited partnership

By: Ivory GP, L.L.C.,  
a Delaware limited liability company and  
its general partner

By: Black Stone Minerals Company, L.P.,  
a Delaware limited partnership and  
its sole manager

By: Black Stone Natural Resources, L.L.C.,  
a Delaware limited liability company and  
its general partner

By: [Signature]  
R. Marc Carroll  
Chief Financial Officer

**WITNESSES:**

Llana Dobbie  
Llana Dobbie

Betty Headley  
Betty Headley

**BLACK STONE MINERALS COMPANY, L.P.,**  
a Delaware limited partnership

By: Black Stone Natural Resources, L.L.C.,  
a Delaware limited liability company and  
its general partner

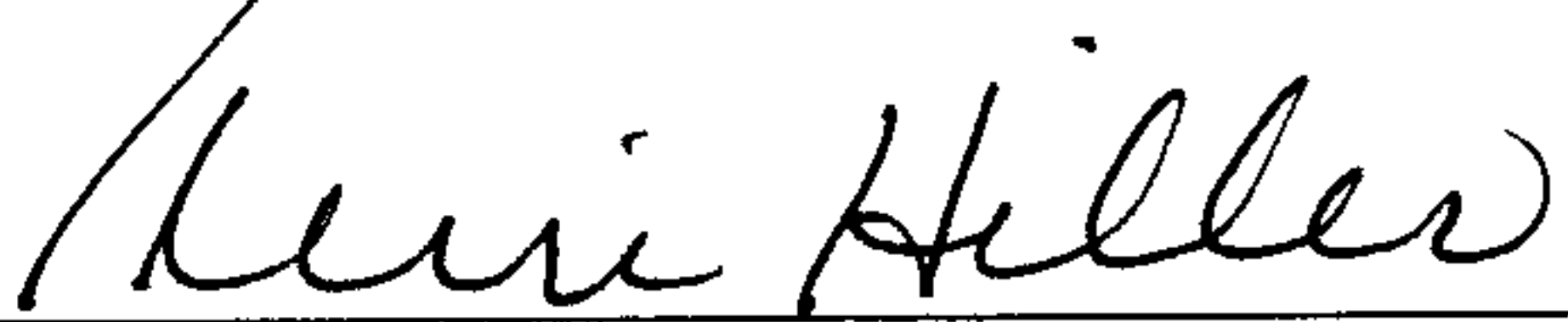
By: Mark E. Robinson  
Mark E. Robinson  
Vice President – Legal and Land



STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

I, the undersigned, a notary in and for said County in said State, hereby certify that Hallie A. Vanderhider whose name as President and Chief Operating Officer of Black Stone Natural Resources, L.L.C., a Delaware limited liability company, acting in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, the sole manager of Ivory GP, L.L.C., a Delaware limited liability company, general partner of **BSNR PRODUCTION, L.P.**, a Texas limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company as the general partner of the sole manager of the general partner of said limited partnership. Given under my hand this 24<sup>th</sup> day of May, A.D. 2010.

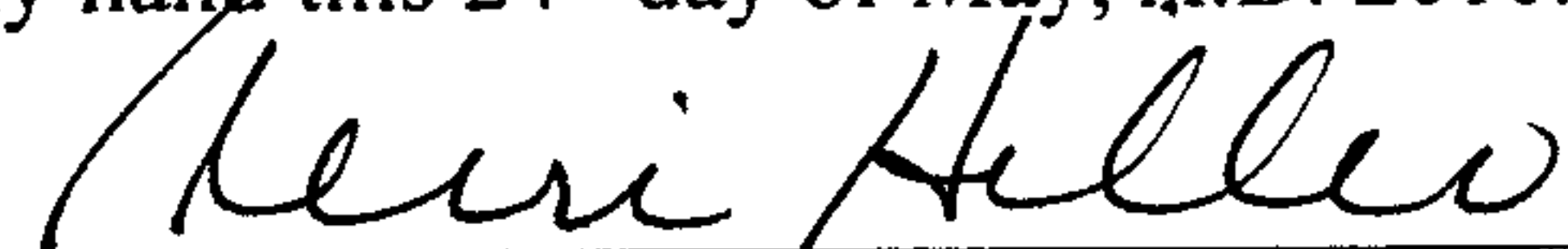


  
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Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

I, the undersigned, a notary in and for said County in said State, hereby certify that R. Marc Carroll whose name as Chief Financial Officer of Black Stone Natural Resources, L.L.C., a Delaware limited liability company, acting in its capacity as general partner of Black Stone Minerals Company, L.P., a Delaware limited partnership, the sole manager of Ivory GP, L.L.C., a Delaware limited liability company, general partner of **BSNR RAPTOR, L.P.**, a Delaware limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company as the general partner of the sole manager of the general partner of said limited partnership. Given under my hand this 24<sup>th</sup> day of May, A.D. 2010.



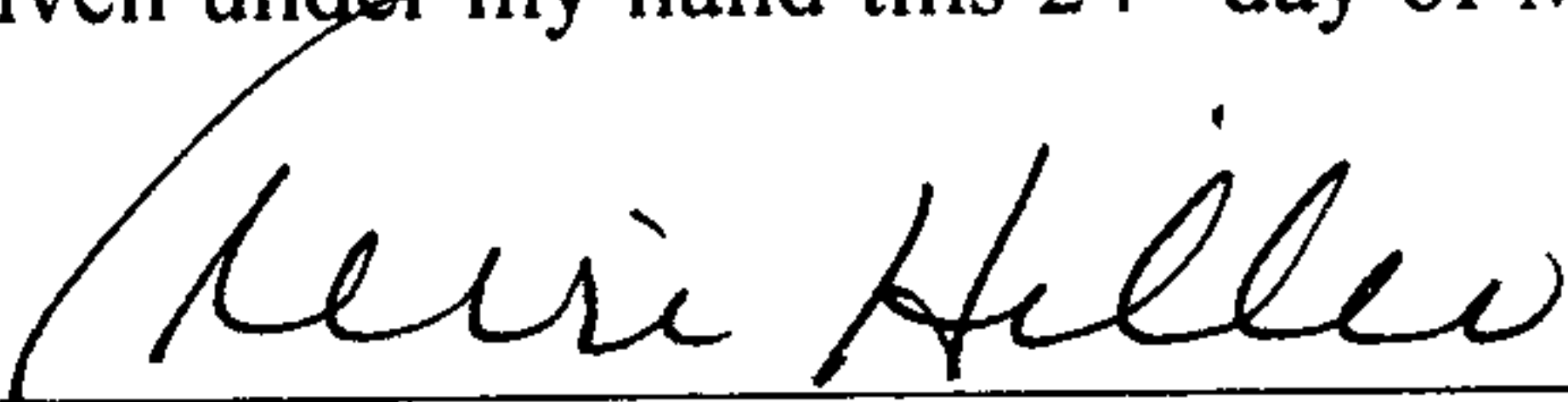
  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS       §

I, the undersigned, a notary in and for said County in said State, hereby certify that Mark E. Robinson whose name as Vice President – Legal and Land of Black Stone Natural Resources, L.L.C., a Delaware limited liability company, as general partner of **BLACK STONE MINERALS COMPANY, L.P.**, a Delaware limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company as general partner of said limited partnership. Given under my hand this 24<sup>th</sup> day of May, A.D. 2010.

(Seal/Stamp)



  
\_\_\_\_\_  
Notary Public, State of Texas

## SCHEDULE 1.1

Attached to and made part of that certain  
Assignment and Bill of Sale from BSNR Production, L.P. to  
BSNR Raptor, L.P. and Black Stone Minerals Company, L.P.

### UNDIVIDED INTERESTS

ASSIGNEE	UNDIVIDED INTEREST
BSNR Raptor, L.P.	49.573066%
Black Stone Minerals Company, L.P.	50.426934%




**EXHIBIT A**

Attached to and made part of that certain  
Assignment and Bill of Sale from BSNR Production, L.P. to  
BSNR Raptor, L.P. and Black Stone Minerals Company, L.P.

NONE

EXHIBIT A

  
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**EXHIBIT A-1**

Attached to and made part of that certain  
Assignment and Bill of Sale from BSNR Production, L.P. to  
BSNR Raptor, L.P. and Black Stone Minerals Company, L.P.

NONE

EXHIBIT A-1


  
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EXHIBIT B

Attached to and made part of that certain  
Assignment and Bill of Sale from BSNR Production, L.P. to  
BSNR Raptor, L.P. and Black Stone Minerals Company, L.P.

CONVEYANCE DOCUMENT	EFF. DATE	GRANTOR/LESSOR	GRANTEE/LESSEE	COUNTY/PARISH	ST	RECORDING DATA
Mineral and Royalty Deed	10/1/2003	Black Stone Ivory Acquisitions Partners, L.P.	NGP 2004 Income, L.P., et al	Shelby	AL	Doc #20040816000460520

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**EXHIBIT B-1**

Attached to and made part of that certain  
Assignment and Bill of Sale from BSNR Production, L.P. to  
BSNR Raptor, L.P. and Black Stone Minerals Company, L.P.

NONE

EXHIBIT B-1

  
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