# UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

FORM 8-K

## CURRENT REPORT Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 2, 2011

### **ENDURO ROYALTY TRUST**

(Exact name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation) 1-35333 (Commission File Number) 45-6259461 (IRS Employer Identification Number)

919 Congress Avenue, Suite 500 Austin, Texas 78701

(Address of principal executive offices, including zip code)

(512) 236-6599

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

#### Item 1.01 Entry into a Material Definitive Agreement.

#### **Underwriting Agreement**

On November 2, 2011, Enduro Royalty Trust (the "*Trust*") entered into an Underwriting Agreement (the "*Underwriting Agreement*"), by and among Enduro Resource Partners LLC ("*Enduro*"), the Trust and the underwriters named therein (the "*Underwriters*"), with respect to the offer and sale (the "*Offering*") by Enduro of 13,200,000 trust units representing beneficial interests in the Trust ("*Trust Units*") at a price of \$22.00 per Trust Unit (\$20.625 per Trust Unit, net of underwriting discounts and commissions). Pursuant to the Underwriting Agreement, Enduro also granted the Underwriters an option for a period of 30 days to purchase up to an additional 1,980,000 Trust Units to cover over-allotments, if any, on the same terms. The Trust will not receive any proceeds from the Offering.

The material terms of the Offering are described in the prospectus, dated November 2, 2011 (the "*Prospectus*"), filed by the Trust and Enduro with the United States Securities and Exchange Commission (the "*Commission*") on November 4, 2011 pursuant to Rule 424(b)(1) under the Securities Act of 1933, as amended (the "*Securities Act*"). The Offering is registered with the Commission pursuant to a Registration Statement on Form S-1, as amended (File No. 333-174225), initially filed by the Trust and Enduro on May 16, 2011.

The Underwriting Agreement contains customary representations, warranties and agreements of the Trust, and customary conditions to closing, obligations of the parties and termination provisions. The Trust has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Underwriters may be required to make because of any of those liabilities.

As more fully described in the section entitled "Underwriting" in the Prospectus, certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Trust, for which they received or will receive customary expenses.

The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

#### Conveyance of Net Profits Interest

Effective November 8, 2011, Enduro Operating LLC, a Texas limited liability company and a wholly owned subsidiary of Enduro ("Enduro Operating"), and Enduro Texas LLC, a Texas limited liability company and a wholly owned subsidiary of Enduro ("Enduro Texas"), merged, with each entity surviving the merger. By virtue of the merger, Enduro Texas will retain all rights, title and interest to 80% of the net profits interest (the "Net Profits Interest") in certain oil and natural gas properties in Texas, Louisiana and New Mexico. Enduro Operating and Enduro Texas have entered into a Conveyance of Net Profits Interest, dated effective as of July 1, 2011 (the "Conveyance"), to effect the transfer of the Net Profits Interest from Enduro Operating to Enduro Texas. The description of the Net Profits Interest and the Conveyance contained in the section entitled "Computation of Net Profits" of the Prospectus is incorporated herein by reference.

On November 8, 2011, the merger (the "*Trust Merger*") of Enduro Texas with and into the Trust pursuant to that certain Agreement and Plan of Merger, dated November 3, 2011 (the "*Trust Merger Agreement*"), became effective. Under the terms of the Trust Merger Agreement, the Trust will continue as the surviving entity, and the limited liability company interest in Enduro Texas held by Enduro prior to the effective time of the Trust Merger converted into the right to receive 33,000,000 Trust Units. Further, by virtue of the Trust Merger, the Trust will retain all rights, title and interest to the Net Profits Interest (including the right to enforce the Conveyance against Enduro Operating, as grantor). On November 8, 2011, the Trust, Enduro Operating and Enduro Texas entered into a Supplement to Conveyance of Net Profits Interest (the "*Conveyance Supplement*") to acknowledge that The Bank of New York Mellon Trust Company, N.A., as trustee of the Trust (the "*Trustee*"), will be deemed the grantee under the Conveyance and a party thereto.

The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Trust Merger Agreement, the Conveyance and the Conveyance Supplement which are filed as Exhibits 1.2, 10.1 and 10.2, respectively, to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

#### Registration Rights Agreement

On November 8, 2011, the Trust and Enduro entered into a Registration Rights Agreement (the "*Registration Rights Agreement*"), pursuant to which Enduro, its affiliates and any transferee of Enduro's Trust Units would be entitled, beginning 180 days after the date of the Registration Rights Agreement, to demand that the Trust use its reasonable best efforts to effect the registration of such holders' Trust Units under the Securities Act. The holders are entitled to demand a maximum of five such registrations. The description of the Registration Rights Agreement contained in the section entitled "Trust Units Eligible for Future Sale — Registration Rights" of the Prospectus is incorporated herein by reference.

The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

#### Item 3.02 Unregistered Sale of Equity Securities.

The information set forth under Item 1.01 regarding the issuance of Trust Units under the Trust Merger Agreement is incorporated in this Item 3.02 by reference. The issuance was made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act.

#### Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the closing of the transactions contemplated by the Underwriting Agreement, on November 3, 2011, Enduro, Wilmington Trust Company, as Delaware trustee of the Trust, and the Trustee entered into an Amended and Restated Trust Agreement (the "Amended and Restated Trust Agreement"). A description of the Amended and Restated Trust Agreement is contained in the section entitled "Description of the Trust Agreement" of the Prospectus and is incorporated herein by reference.

The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Amended and Restated Trust Agreement, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated in this Item 5.03 by reference.

Description

#### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

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1.1	Underwriting Agreement dated as of November 2, 2011 among Enduro Resource Partners LLC, Enduro Royalty Trust and Barclays Capital Inc., Citigroup Global Markets Inc., Goldman, Sachs & Co., RBC Capital Markets, LLC and Wells Fargo Securities, LLC, as
	representatives of the several underwriters named therein.
1.2	Agreement and Plan of Merger, dated as of November 3, 2011, by and between Enduro Texas LLC and Enduro Royalty Trust.
3.1	Amended and Restated Trust Agreement of Enduro Royalty Trust, dated November 3, 2011, among Enduro Resource Partners LLC, Wilmington Trust Company, as Delaware trustee of Enduro Royalty Trust, and The Bank of New York Mellon Trust Company, N.A., as trustee of Enduro Royalty Trust.
10.1	Conveyance of Net Profits Interest, dated effective as of July 1, 2011, by and between Enduro Operating LLC and Enduro Texas LLC.

Exhibit No.	Description
10.2	Supplement to Conveyance of Net Profits Interest, dated as of November 8, 2011, by and among Enduro Operating LLC, Enduro Texas
	LLC and Enduro Royalty Trust.
10.3	Registration Rights Agreement, dated as of November 8, 2011, by and between Enduro Resource Partners LLC and Enduro Royalty Trust.

#### **SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Enduro Royalty Trust

By: The Bank of New York Mellon Trust Company,

N.A., as Trustee

By: /s/ Michael J. Ulrich

Michael J. Ulrich Vice President

Date: November 8, 2011

#### **Exhibit Index**

Description

Exhibit No.

1,1	Underwriting Agreement dated as of November 2, 2011 among Enduro Resource Partners LLC, Enduro Royalty Trust and Barclays Capital Inc., Citigroup Global Markets Inc., Goldman, Sachs & Co., RBC Capital Markets, LLC and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein.
1.2	Agreement and Plan of Merger, dated as of November 3, 2011, by and between Enduro Texas LLC and Enduro Royalty Trust.
3.1	Amended and Restated Trust Agreement of Enduro Royalty Trust, dated November 3, 2011, among Enduro Resource Partners LLC, Wilmington Trust Company, as Delaware trustee of Enduro Royalty Trust, and The Bank of New York Mellon Trust Company, N.A., as trustee of Enduro Royalty Trust.
10.1	Conveyance of Net Profits Interest, dated effective as of July 1, 2011, by and between Enduro Operating LLC and Enduro Texas LLC.
10.2	Supplement to Conveyance of Net Profits Interest, dated as of November 8, 2011, by and among Enduro Operating LLC, Enduro Texas LLC and Enduro Royalty Trust.
10.3	Registration Rights Agreement, dated as of November 8, 2011, by and between Enduro Resource Partners LLC and Enduro Royalty Trust.

#### **EXECUTION VERSION**

#### 13,200,000

#### ENDURO ROYALTY TRUST

#### **Trust Units of Beneficial Interest**

#### **UNDERWRITING AGREEMENT**

November 2, 2011

BARCLAYS CAPITAL INC. 745 Seventh Avenue

New York, New York 10019

CITIGROUP GLOBAL MARKETS INC.

388 Greenwich Street

New York, New York, 10013

GOLDMAN, SACHS & CO.

200 West Street,

New York, New York 10282

RBC CAPITAL MARKETS, LLC

Three World Financial Center

200 Vesey Street

New York, New York 10281

WELLS FARGO SECURITIES, LLC

375 Park Avenue

New York, New York 10152

As Representatives of the several

Underwriters named in Schedule 1 attached hereto,

#### Ladies and Gentlemen:

Enduro Resource Partners LLC, a Delaware limited liability company (the "Company"), proposes to sell an aggregate of 13,200,000 trust units (the "Firm Units") of beneficial interest (the "Trust Units") of Enduro Royalty Trust, a statutory trust formed under the laws of Delaware (the "Trust"). In addition, the Company proposes to grant the underwriters (the "Underwriters") named in <a href="Schedule 1">Schedule 1</a> attached to this agreement (this "Agreement") an option to purchase up to an additional 1,980,000 Trust Units on the terms set forth in Section 3 (the "Option Units"). The Firm Units and the Option Units, if purchased, are hereinafter collectively called the "Units." This is to confirm the agreement concerning the purchase of the Units from the Company by the Underwriters. Barclays Capital Inc., Citigroup Global Markets Inc., Goldman, Sachs & Co., RBC Capital Markets, LLC and Wells Fargo Securities, LLC are acting as the representatives of the several Underwriters and in such capacity are referred to in this Agreement as the "Representatives."

The entire number of Firm Units are divided into two tranches. The first tranche consists of 6,732,000 Firm Units (the "Exchange Units"), which will be purchased from the Company by the Underwriters designated as purchasers of Exchange Units as set out in Schedule 1 (the "Exchange Underwriters"). The second tranche consists of 6,468,000 Firm Units (the "Non-Exchange Units"), which will be purchased from the Company by the Underwriters designated as purchasers of Non-Exchange Units as set out on Schedule 1 (the "Non-Exchange Underwriters"). The second tranche also includes the Directed Trust Units, as defined below. For the avoidance of doubt, the Option Units are not divided into tranches.

It is understood and agreed by all parties hereto that the Company has caused the formation of the Trust and will convey, or cause to be conveyed, to the Trust a net profits interest (the "Net Profits Interest") entitling the Trust to receive 80% of the net profits from the sale of production of oil and natural gas attributable to the Company's interest in certain oil and natural gas properties located in Texas, New Mexico and Louisiana after deduction of all royalties and other burdens on production thereon in exchange for 33,000,000 Trust Units.

It is further understood and agreed to by all parties hereto that the following transactions have occurred or will occur on or before the Closing Date (as hereinafter defined):

- (a) Pursuant to an Agreement and Plan of Merger to be dated the Closing Date (the "**Double Survivor Merger Agreement**"), between Enduro Texas LLC ("**Enduro Texas**" or the "**Grantee**"), a Texas limited liability company, and Enduro Operating LLC ("**Enduro Operating**" or the "**Grantor**"), a Texas limited liability company, a merger (the "**Double Survivor Merger**") will occur effective as of the Closing Date pursuant to which (i) the Net Profits Interest will be allocated to and vested in the Grantee and (ii) the other assets and liabilities of the Grantor will be retained by it. In connection with and by way of the Double Survivor Merger, the Grantor will execute and deliver on the Closing Date a conveyance of the Net Profits Interest (the "**Conveyance**") in favor of the Grantee effective as of July 1, 2011.
- (b) Immediately following the Double Survivor Merger, pursuant to an Agreement and Plan of Merger to be dated the Closing Date (the "Trust Merger Agreement"), between the Grantee and the Trust, the Grantee will merge with and into the Trust (the "Trust Merger" and, together with the Double Survivor Merger, the "Mergers") effective as of the Closing Date, with the Trust surviving the Merger, pursuant to which, among other things, the Trustee, acting as trustee of the Trust will be deemed to be the "Grantee" under the Conveyance. In connection with and by way of the Merger, the Grantor, the Grantee and the Trust will enter into a supplement to the Conveyance (the "Conveyance Supplement").
  - (c) The public offering of the Firm Units contemplated hereby will be consummated.
- (d) The Trust Agreement of the Trust by and among the Company, The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"), and Wilmington Trust Company, as Delaware trustee (the "**Delaware Trustee**") (the "**Organizational Trust Agreement**"), will be amended and restated (as so amended and restated, the "**Trust Agreement**").

(e) The Company and the Trust will enter into a registration rights agreement granting registration rights to the Company with respect to the Trust Units it will own after completion of the offering of the Units (the "Registration Rights Agreement").

The transactions contemplated above are referred to herein as the "**Transactions**." The "**Transaction Documents**" shall mean the Double Survivor Merger Agreement, the Conveyance, the Trust Merger Agreement, the Conveyance Supplement and the Registration Rights Agreement.

The "**Organizational Documents**" shall mean the Organizational Trust Agreement, the Trust Agreement, the Certificate of Trust of the Trust and the Certificate of Formation and the Limited Liability Company Agreement of each of the Company, the Grantor and the Grantee, in each case as amended to date.

The "Operative Agreements" shall mean the Transaction Documents, the Organizational Trust Agreement and the Trust Agreement.

It is further understood and agreed to by all parties hereto that approximately 660,000 of the Firm Units (the "Directed Trust Units") will initially be reserved by the several Underwriters for offer and sale upon the terms and conditions to be set forth in the most recent Preliminary Prospectus (as defined in Section 1) and in accordance with the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA") to employees of the Company and its subsidiaries and persons having business relationships with the Company and its subsidiaries who have heretofore delivered to Barclays Capital Inc. offers or indications of interest to purchase Firm Units in form satisfactory to Barclays Capital Inc. (such program, the "Directed Unit Program") and that any allocation of such Firm Units among such persons will be made in accordance with timely directions received by Barclays Capital Inc. from the Company; provided that under no circumstances will Barclays Capital Inc. or any Underwriter be liable to the Trust or the Company or to any such person for any action taken or omitted in good faith in connection with such Directed Unit Program. It is further understood that any Directed Trust Units not affirmatively reconfirmed for purchase by any participant in the Directed Unit Program by 8:00 A.M., New York City time, on the first business day following the date hereof or otherwise not purchased by such persons will be offered by the Underwriters to the public upon the terms and conditions set forth in the Prospectus (as defined in Section 1).

- 1. Representations, Warranties and Agreements of the Trust and the Company. Each of the Trust and the Company represents, warrants and agrees that:
- (a) *Registration Statement*. A registration statement on Form S-1 (File No. 333-174225) relating to the Units has (i) been prepared by the Trust and the Company in conformity with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder; (ii) been filed with the Commission under the Securities Act; and (iii) become effective under the Securities Act. Copies of such registration statement and any amendment thereto have been delivered by the Company to you as the Representatives. As used in this Agreement:

- (i) "Applicable Time" means 4:50 p.m. (New York City time) on November 2, 2011;
- (ii) "Effective Date" means the date and time as of which any part of the Registration Statement was declared effective by the Commission;
- (iii) "Issuer Free Writing Prospectus" means each "free writing prospectus" (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Company or the Trust or used or referred to by the Company or the Trust in connection with the offering of the Units;
- (iv) "**Preliminary Prospectus**" means any preliminary prospectus relating to the Units included in such registration statement or filed with the Commission pursuant to Rule 424(b) under the Securities Act;
- (v) "**Pricing Disclosure Package**" means, as of the Applicable Time, the most recent Preliminary Prospectus, together with the information included in <u>Schedule 3</u> hereto and each Issuer Free Writing Prospectus filed or used by the Company on or before the Applicable Time, other than a road show that is an Issuer Free Writing Prospectus but is not required to be filed under Rule 433 under the Securities Act;
- (vi) "Prospectus" means the final prospectus relating to the Units, as filed with the Commission pursuant to Rule 424(b) under the Securities Act; and
- (vii) "**Registration Statement**" means such registration statement, as amended as of the Effective Date, including any Preliminary Prospectus or the Prospectus, all exhibits to such registration statement and including the information deemed by virtue of Rule 430A under the Securities Act to be part of such registration statement as of the Effective Date.

Any reference to the "**most recent Preliminary Prospectus**" shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement or filed pursuant to Rule 424(b) under the Securities Act prior to or on the date hereof. Any reference herein to the term "Registration Statement" shall be deemed to include any abbreviated registration statement to register additional Trust Units under Rule 462(b) under the Securities Act (the "**Rule 462(b) Registration Statement**").

- (b) *No Stop Order*. The Commission has not issued any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending the effectiveness of the Registration Statement, and no proceeding or examination for such purpose has been instituted or threatened by the Commission.
- (c) *Not an "Ineligible Issuer.*" The Trust was not at the time of initial filing of the Registration Statement and at the earliest time thereafter that the Trust, the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Units, is not on the date hereof and will not be on the applicable Delivery Date (as defined in Section 5) an "ineligible issuer" (as

defined in Rule 405 under the Securities Act).

- (d) *Compliance of Registration Statement with Securities Act.* The Registration Statement conformed and will conform in all material respects on the Effective Date and on the applicable Delivery Date, and any amendment to the Registration Statement filed after the date hereof will conform in all material respects when filed, to the requirements of the Securities Act and the rules and regulations thereunder. The most recent Preliminary Prospectus conformed, and the Prospectus will conform, in all material respects when filed with the Commission pursuant to Rule 424(b) under the Securities Act and on the applicable Delivery Date to the requirements of the Securities Act and the rules and regulations thereunder.
- (e) No Material Misstatements or Omissions in Registration Statement. The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that no representation or warranty is made as to information contained in or omitted from the Registration Statement in reliance upon and in conformity with written information furnished to the Company or the Trust through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 10(f).
- (f) No Material Misstatements or Omissions in Prospectus. The Prospectus will not, as of its date or as of the applicable Delivery Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made as to information contained in or omitted from the Prospectus in reliance upon and in conformity with written information furnished to the Company or the Trust through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 10(f).
- (g) No Material Misstatements or Omissions in Pricing Disclosure Package. The Pricing Disclosure Package did not, as of the Applicable Time, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package in reliance upon and in conformity with written information furnished to the Company or the Trust through the Representative by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 10(f).
- (h) Compliance of Issuer Free Writing Prospectus with Securities Act. Each Issuer Free Writing Prospectus conformed or will conform in all material respects to the requirements of the Securities Act and the rules and regulations thereunder on the date of first use, and the Trust and the Company have complied with all prospectus delivery and any filing requirements applicable to such Issuer Free Writing Prospectus pursuant to the Securities Act and the rules and regulations thereunder. Neither the Trust nor the

Company has made any offer relating to the Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representatives. The Trust and the Company have retained in accordance with the Securities Act and the rules and regulations thereunder all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Securities Act and the rules and regulations thereunder. The Company has taken all actions necessary so that any "road show" (as defined in Rule 433 under the Securities Act) in connection with the offering of the Units will not be required to be filed pursuant to the Securities Act and the rules and regulations thereunder.

- (i) Formation, Due Qualification and Authority of the Trust. The Trust has been duly formed and is validly existing and in good standing as a statutory trust under the Delaware Statutory Trust Act and all filings required under the laws of the State of Delaware with respect to the formation and valid existence of the Trust as a statutory trust have been made. The Trust is duly registered and qualified to do business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to be so registered or qualified or in good standing could not, in the aggregate, reasonably be expected to (i) have a material adverse effect on the condition (financial or otherwise), results of operations, properties, business or prospects of the Trust or the Underlying Properties (as defined in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus) (a "Material Adverse Effect"), (ii) materially impair the ability of the Trust or the Company to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents or (iii) subject the unitholders of the Trust to any material liability or disability. The Trust has full right, power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus. The Trust does not own or control, directly or indirectly, any corporation, association or other entity.
- (j) *Outstanding Trust Units*. At the Initial Delivery Date (as defined in Section 5), after giving effect to the Transactions, the Trust will have outstanding 33,000,000 Trust Units; such Trust Units and the beneficial interests in the Trust represented thereby will be duly authorized and validly issued in accordance with the Trust Agreement, and will be fully paid and nonassessable and free from any preemptive or similar rights.
- (k) Conformity of Trust Units to Description in the Registration Statement, the Most Recent Preliminary Prospectus and the Prospectus. The Trust Units conform in all material respects to the descriptions thereof contained in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus.
- (l) Legal Proceedings. Except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, there is (i) no action, suit or proceeding before or by any court, arbitrator or governmental agency, body or official, domestic or foreign, now pending or, to the knowledge of the Trust or the Company, threatened, to which the Trust is or may be a party or to which the business or assets of the Trust is or may be subject or (ii) no injunction, restraining order or order of any

nature issued by a federal or state court or foreign court of competent jurisdiction to which the Trust is a party or to which the business or assets of the Trust is subject, that, in the case of clause (i) or (ii) individually or in the aggregate, will result in a Material Adverse Effect or materially impair the ability of the Trust or the Company to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents to which the Trust is a party.

- (m) *Legal Proceedings to be Described or Filed*. There are no legal or governmental proceedings pending or, to the knowledge of the Trust or the Company, threatened, against the Trust or to which the Trust or any of its properties or assets are subject, that are required to be described in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) but are not described as required.
- (n) *Contracts to be Described or Filed.* There are no agreements, contracts, indentures, leases or other instruments of the Trust that are required to be described in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) or to be filed as an exhibit to the Registration Statement that are not described in, or filed with, the Registration Statement, the most recent Preliminary Prospectus and the Prospectus as required by the Securities Act.
- (o) *No Preemptive Rights, Registration Rights or Options*. Except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, there are no options, warrants, preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any Trust Units or securities convertible into or exchangeable for Trust Units. Neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Trust Units or securities convertible into or exchangeable for Trust Units.
- (p) *Authority and Authorization*. The Trust has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Trust has all requisite power and authority to issue, sell and deliver the Trust Units to the Company in accordance with and upon the terms and conditions set forth in the Trust Agreement, the Registration Statement, the most recent Preliminary Prospectus and the Prospectus. All trust action required to be taken by the Trust or any of its unitholders or the Trustee or the Delaware Trustee for the authorization, issuance, sale and delivery of the Trust Units to the Company, the execution and delivery of the Operative Agreements to which the Trust is a party and the consummation by the Trust of the Transactions and any other transactions contemplated by this Agreement and the Operative Agreements to which the Trust is a party shall have been validly taken by the Trust. The holders of the Trust Units are entitled to the benefits of the Trust Agreement.
  - (q) Authorization of the Underwriting Agreement. This Agreement has been duly authorized and validly executed and delivered by the Trust.
  - (r) Enforceability of Operative Agreements. Each of the Operative

Agreements to which the Trust is a party has been or at the Closing will be duly authorized, executed and delivered by the Trust, and is a valid and legally binding agreement of the Trust, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

- (s) *No Consents*. No consent, approval, authorization, order, registration, filing or qualification ("**consent**") of or with any court, governmental agency or body having jurisdiction over the Trust or its properties is required in connection with (i) the issuance of the Units by the Trust and sale of the Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of this Agreement and the Operative Agreements by the Trust and (iii) the consummation by the Trust of the Transactions or any other transactions contemplated by this Agreement or the Operative Agreements, except (A) for registration of the Trust Units under the Securities Act and consents required under the Exchange Act, and applicable state securities or "Blue Sky" laws in connection with the purchase and distribution of the Units by the Underwriters, (B) for such consents that have been, or prior to the Initial Delivery Date will be, obtained or made, (C) for such consents that, if not obtained, has not had and would not materially impair the ability of the Trust, the Company, the Grantor or the Grantee to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents to which it is a party and (D) except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus.
- (t) No Conflicts. None of (i) the issuance of the Units by the Trust and sale of the Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of this Agreement or the Operative Agreements by the Trust and (iii) the consummation of the Transactions and any other transactions contemplated by this Agreement and the Operative Agreements, (A) conflicts with or will conflict with or constitutes or will constitute a breach of, or a default under, the Organizational Documents of the Trust, (B) conflicts with or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would constitute such a default) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Trust is a party or by which any of its properties may be bound, (C) violates or will violate any statute, law, regulation, ruling or any order, judgment, decree or injunction of any court or governmental agency or body directed to the Trust or its properties in a proceeding to which it or its properties is a party or is bound or (D) results in the creation or imposition of liens, encumbrances, security interests, equities, community property rights, restrictions on transfer, charges or other claims (each, a "Lien") upon any property or assets of the Trust, except with respect to clauses (B) (D) for such conflicts, violations, breaches, defaults or Liens that would not, individually or in the aggregate, have a Material Adverse Effect or materially impair the ability of the Trust to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents.

- (u) *No Defaults*. The Trust is not (i) in violation of any of its Organizational Documents, (ii) in violation of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over it or any of its properties or assets, or (iii) in breach, default (or an event which, with notice or lapse of time or both, would constitute such a default) or violation in the performance of any obligation, agreement, covenant or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it is a party or by which it or any of its properties may be bound, which breach, default or violation in the cases of clause (ii) or (iii) would not, individually or in the aggregate, have a Material Adverse Effect or materially impair the ability of the Trust to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents to which the Trust is a party.
- (v) *Independent Public Accountants*. Ernst & Young LLP, who have certified certain financial statements of the Trust (including the related notes thereto) included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (or any amendment or supplement thereto), is and was during the periods covered by such financial statements, an independent registered public accounting firm with respect to the Trust as required by the Securities Act and the Public Company Accounting Oversight Board.
- (w) Books and Records. The Trust (i) makes and keeps books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of its assets and (ii) maintains systems of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with general or specific authorization of management or the Trustee, as applicable, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with general or specific authorization of management or the Trustee, as applicable, and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (x) Disclosure Controls and Procedures. (i) The Trust has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Trust in the reports it will file or submit under the Exchange Act is accumulated and communicated to the Trustee, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.
- (y) *No Changes in Internal Controls*. Since the date of the most recent financial statements of the Trust reviewed or audited by Ernst & Young LLP, (i) the Trust has not been advised of or become aware of (A) any significant deficiencies in the design

or operation of internal controls that could adversely affect the ability of the Trust to record, process, summarize and report financial data, or any material weaknesses in internal controls and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Trust, and (ii) there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

- (z) *Sarbanes-Oxley Act of 2002*. The Trust has taken all necessary action to ensure that, upon and at all times after the filing of the Registration Statement, the Trust will be in compliance in all material respects with all applicable and effective provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and the rules of The New York Stock Exchange that are effective and applicable to the Trust.
- (aa) *No Changes Since Trust Formation.* Since the date the Trust was formed through the date hereof, and except as may otherwise be disclosed in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus, the Trust has not (i) issued or granted any Trust Units or securities exchangeable for or convertible into Trust Units, (ii) incurred any liability or obligation, direct or contingent other than liabilities and obligations that were incurred in the ordinary course of business and except for this Agreement and the Operative Agreements, (iii) entered into any transaction not in the ordinary course of business or (iv) made any distribution on its equity interests.
- (bb) *Certain Relationships and Related Transactions*. Except as set forth in the Pricing Disclosure Package and the Prospectus, there are no transactions with "affiliates" (as defined in Rule 405 promulgated under the Securities Act) of the Trust or any unitholder of the Trust (whether or not an affiliate) that are required by the Securities Act to be disclosed in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus. Additionally, no relationship, direct or indirect, exists between the Trust, on the one hand, and the Trustee or unitholders of the Trust, on the other hand, that is required by the Securities Act to be disclosed in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus that is not so disclosed.
- (cc) *Investment Company Act.* The Trust is not, and as of the applicable Delivery Date and, after giving effect to the offer and sale of the Units and the application of the proceeds therefrom as described under "Use of Proceeds" in the most recent Preliminary Prospectus and the Prospectus, will not be, an "investment company" or a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an investment company within the meaning of such term under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), and the rules and regulations of the Commission thereunder.
- (dd) *Integration*. The Trust has not sold or issued any securities that would be integrated with the offering of the Units contemplated by this Agreement pursuant to the Securities Act, the rules and regulations thereunder or the interpretations thereof by the Commission.

- (ee) *No Brokers*. The Trust is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or the Underwriters for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Units.
- (ff) *Stabilization*. The Trust has not taken, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Trust in connection with the offering of the Units.
- (gg) *Listing*. The Units have been approved for listing, subject to official notice of issuance and evidence of satisfactory distribution, on The New York Stock Exchange.
- (hh) *Distribution of Offering Materials*. The Trust has not distributed and, prior to the later to occur of any Delivery Date and completion of the distribution of the Units, will not distribute any offering material in connection with the offering and sale of the Units other than any Preliminary Prospectus, the Prospectus and any Issuer Free Writing Prospectus to which the Representatives have consented in accordance with Section 1(h) or Section 6(f) and, in connection with the Directed Unit Program, the enrollment materials prepared by Barclays Capital Inc. on behalf of the Trust and the Company.
- (ii) *Anti-Corruption*. Neither the Trust nor, to the knowledge of the Trust or the Company, any person associated with or acting on behalf of the Trust, has (i) used any trust funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from trust funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (jj) *Money Laundering Laws*. The operations of the Trust are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Trust with respect to the Money Laundering Laws is pending or, to the knowledge of the Trust or the Company, threatened.
- (kk) *Office of Foreign Assets Control*. Neither the Trust nor, to the knowledge of the Trust or the Company, any trustee, agent, employee or affiliate of the Trust is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**").
  - (ll) Directed Unit Program. The Trust has not offered, or caused Barclays

Capital Inc. to offer, Units to any person pursuant to the Directed Unit Program with the specific intent to unlawfully influence (i) a customer or supplier of the Trust or the Company to alter the customer's or supplier's level or type of business with the Trust or the Company or (ii) a trade journalist or publication to write or publish favorable information about the Trust or the Company or their respective businesses or assets.

(mm) *Authorization and Qualification of Trustee*. The Trustee is a national banking association duly authorized and empowered to act as trustee of the Trust pursuant to the Organizational Trust Agreement and the Trust Agreement.

(nn) *No Consent Needed for Trustee Action*. No consent, approval, authorization or filing is required under any law, rule or regulation of the States of Texas, Louisiana or New Mexico or of the United States of America, in order to permit the Trustee to act as trustee of the Trust.

Any certificate signed by the Trustee and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Units shall be deemed a representation and warranty by the Trust, as to matters covered thereby, to each Underwriter.

- 2. Representations, Warranties and Agreements of the Company. The Company represents, warrants and agrees that:
- (a) *Not an "Ineligible Issuer.*" The Company was not at the time of initial filing of the Registration Statement and at the earliest time thereafter that the Trust, the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Units, is not on the date hereof and will not be on the applicable Delivery Date (as defined in Section 5) an "ineligible issuer" (as defined in Rule 405 under the Securities Act).
- (b) *No Material Misstatements or Omissions in Issuer Free Writing Prospectus*. The Pricing Disclosure Package, when taken together with each Issuer Free Writing Prospectus listed in Schedule 4 hereto, did not, as of the Applicable Time, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company or the Trust through the Representative by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 10(f). Each Issuer Free Writing Prospectus listed in Schedule 4 hereto does not conflict with the information contained in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus.
- (c) Forward-Looking and Supporting Information. Each of the statements (including the assumptions described therein) included in the Registration Statement and the Pricing Disclosure Package and to be made in the Prospectus (and any supplements thereto) within the coverage of Rule 175(b) under the Securities Act, including (but not

limited to) any statements with respect to projected results of operations, estimated cash available for distribution and future cash distributions of the Trust, and any statements made in support thereof or related thereto, was made or will be made with a reasonable basis and in good faith.

- (d) Formation, Due Qualification and Authority of the Company and its Subsidiaries. The Company and each of its subsidiaries has been duly formed and is validly existing as a limited liability company in good standing under the laws of its jurisdiction of organization with full power and authority to own, lease and operate its properties and to conduct its business as presently conducted and as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus and is duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to so register or qualify would not reasonably be expected to (i) result in a Material Adverse Effect, (ii) materially impair the ability of the Trust or the Company to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents or (iii) subject the unitholders of the Trust to any material liability or disability.
- (e) *Ownership of the Units*. Immediately prior to any Delivery Date on which the Company is selling Units, the Company will have, good and marketable title to the Units to be sold by the Company hereunder on such Delivery Date, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code (the "UCC") in respect thereof, free and clear of all Liens.
- (f) *Outstanding Trust Units Held by Company*. At the Initial Delivery Date, after giving effect to the Transactions and assuming no exercise of the Underwriters' over-allotment option, the Company will own 19,800,000 Trust Units free and clear of all Liens.
- (g) *Title to the Units*. Upon payment for the Units, delivery of such Units, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by The Depository Trust Company ("DTC"), registration of such Units in the name of Cede or such other nominee and the crediting of such Units on the books of DTC to securities accounts of the Underwriters, (i) DTC will acquire good and marketable title to the Units free and clear of all Liens, (ii) DTC shall be a "protected purchaser" of such Units within the meaning of Section 8-303 of the UCC, (iii) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Units and (iv) an adverse claim to such securities entitlement, whether framed in conversion, replevin, constructive trust, equitable lien or other theory may not be asserted against the Underwriters with respect to such security entitlement. For purposes of this representation, the Company may assume that when such payment, delivery and crediting occur, (x) such Units will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Trust's unit registry in accordance with its organizational documents and applicable law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

- (h) *Legal Proceedings to be Described or Filed*. There are no legal or governmental proceedings pending or, to the knowledge of the Company, threatened, against the Company or any of its subsidiaries or to which the Company, any of its subsidiaries or any of their respective properties or assets, including the Subject Interests (as defined in the Conveyance), are subject, that are required to be described in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) but are not described as required.
- (i) *Contracts to be Described or Filed*. There are no agreements, contracts, indentures, leases or other instruments of the Company that are required to be described in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) or to be filed as an exhibit to the Registration Statement that are not described in or filed with the Registration Statement, the most recent Preliminary Prospectus and the Prospectus as required by the Securities Act.
- (j) Authority and Authorization. The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including the sale of the Trust Units in accordance with and upon the terms and conditions set forth in this Agreement, the Registration Statement, the most recent Preliminary Prospectus and the Prospectus. Each of the Company, the Grantor and the Grantee has all requisite power and authority to enter into the Operative Agreements to which it is a party and to perform its obligations thereunder. At any applicable Delivery Date, all limited liability company action required to be taken by each of the Company, the Grantor, the Grantee or any of its members for the authorization, issuance, sale and delivery of the Trust Units, the execution and delivery of the Operative Agreements to which it is a party and the consummation of the Transactions and any other transactions contemplated by this Agreement and the Operative Agreements to which it is a party shall have been validly taken.
  - (k) Authorization of the Underwriting Agreement. This Agreement has been duly authorized and validly executed and delivered by the Company.
- (l) *Enforceability of Operative Agreements*. Each of the Operative Agreements to which the Company, the Grantor or the Grantee is a party has been duly and validly authorized, executed and delivered by the Company, the Grantor or the Grantee, as applicable, and is a valid and legally binding agreement of the Company, the Grantor or the Grantee, as applicable, enforceable against the Company, the Grantor or the Grantee, as applicable, in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (m) Conveyance and Mergers. (i) Except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, the Conveyance, when duly executed by the proper officers of the Grantor and delivered by the Grantor to the Grantee, will constitute a fully conveyed and vested interest in real property under the

laws of each of the States of Texas, Louisiana and New Mexico, and is adequate and sufficient to bargain, sell, grant, convey, transfer, assign, set over, and deliver the Net Profits Interest to the Grantee; the recording of the Conveyance in the real property records in each county where the Subject Interests are located is sufficient to impart notice of the contents thereof, and all subsequent purchasers or creditors of the Grantor will be deemed to purchase with notice of and subject to such Net Profits Interest; the Conveyance and the Net Profits Interest conform in all material respects to the descriptions thereof in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus; the Net Profits Interest is described in the Conveyance in a manner sufficient to identify the interests conveyed under the laws of each of the States of Texas, Louisiana and New Mexico; the Grantee's net revenue interest with respect to each Subject Well (as defined in the Conveyance) is no less than the net revenue interest set forth on Exhibit C hereto and its working interest with respect to each Subject Well is no greater than the working interest set forth on Exhibit C hereto (except for circumstances which result in a proportionate increase in the Grantee's corresponding net revenue interest for such Subject Well); the Grantee's net revenue interest and working interest with respect to each Subject Well is derived from its interest in each Lease (as defined in the Conveyance); as of the Closing Date, any future Subject Well on any Lease would have the same net revenue interest and working interest as the existing Subject Wells on such Lease (subject to increases or reductions proportionate to the Grantee's contributing interest of the Lease in relation to each spacing unit of any such future Subject Well); (ii) as of the Closing Date, except as set forth on Schedule 5, the Company has not made any election not to participate in any operation proposed to be conducted under any joint operating agreement, or otherwise exercised a right not to consent, or withheld any such consent, with respect to the Subject Interests; and (iii) the Trust Merger is sufficient to cause all of the rights of the Grantee in the Net Profits Interest to vest in the Trust as successor to the Grantee. From and after the Trust Merger, the Trust's net revenue interest with respect to each Subject Interest will be no less than the net revenue interest set forth on Exhibit C hereto and its working interest with respect to each Subject Interest will be no greater than the working interest set forth on Exhibit C hereto (except for circumstances which result in a proportionate increase in the Trust's corresponding net revenue interest for such Subject Interest).

(n) *No Consents*. No consent of any court, governmental agency or body having jurisdiction over the Company, any of its subsidiaries or its or their properties is required in connection with (i) the issuance of the Units by the Trust and sale of the Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of this Agreement and the Operative Agreements by the Trust, the Company, the Grantor or the Grantee and (iii) the consummation by each of the Company, the Grantor and the Grantee of the Transactions or any other transactions contemplated by this Agreement or the Operative Agreements, except (A) for registration of the Trust Units under the Securities Act and consents required under the Exchange Act, and applicable state securities or "Blue Sky" laws in connection with the purchase and distribution of the Units by the Underwriters, (B) for such consents that have been, or prior to the Initial Delivery Date will be, obtained or made, (C) for such consents that, if not obtained, has not had and would not materially impair the ability of the Trust, the Company, the Grantor or the

Grantee to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents to which it is a party and (D) except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus.

- (o) No Conflicts. None of (i) the issuance of the Units by the Trust and sale of the Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of this Agreement or the Operative Agreements by the Trust, the Company, the Grantor or the Grantee and (iii) the consummation of the Transactions and any other transactions contemplated by this Agreement and the Operative Agreements, (A) conflicts with or will conflict with or constitutes or will constitute a breach of, or a default under, the Organizational Documents of the Company or the similar organizational documents of its subsidiaries, (B) conflicts with or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would constitute such a default) or a Debt Repayment Triggering Event (as defined below) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which any of its or their properties may be bound, (C) violates or will violate any statute, law, regulation, ruling or any order, judgment, decree or injunction of any court or governmental agency or body directed to the Company, any of its subsidiaries or any of its or their properties in a proceeding to which the Company, any of its subsidiaries or its or their properties is a party or is bound or (D) results in the creation or imposition of any Lien upon any property or assets of the Company or any of its subsidiaries, except with respect to clauses (B) — (D) for such conflicts, violations, breaches, defaults or Liens that would not, individually or in the aggregate, have a Material Adverse Effect or materially impair the ability of the Trust, the Company, the Grantor or the Grantee to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents. A "Debt Repayment Triggering Event" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by any debtor.
- (p) *No Defaults*. The Company and each of its subsidiaries is not (i) in violation of any of its Organizational Documents, (ii) in violation of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over it or any of its properties or assets, or (iii) in breach, default (or an event which, with notice or lapse of time or both, would constitute such a default) or violation in the performance any obligation, agreement, covenant or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it or any of its subsidiaries is a party or by which it, any of its subsidiaries or any of its or their properties may be bound, which breach, default or violation in the cases of clause (ii) or (iii) would not, individually or in the aggregate, have a Material Adverse Effect or materially impair the ability of the Trust, the Company, the Grantor or the Grantee to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents to which the Company, the Grantor or

the Grantee is a party.

- (q) Financial Statements. The financial statements of the Company, the Trust, Enduro Resource Partners LLC Predecessor, the Predecessor Underlying Properties, the Samson Permian Basin Assets and the ConocoPhillips Permian Basin Assets (as each term is defined in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus), each together with the related notes, included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (and any amendment or supplement thereto), present fairly in all material respects the financial condition of the Company, the Trust, Enduro Resource Partners LLC Predecessor, the Predecessor Underlying Properties, the Samson Permian Basin Assets and the ConocoPhillips Permian Basin Assets, respectively, on the basis stated in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (and any amendment or supplement thereto) at the respective dates or for the respective periods to which they apply. Such statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States applied consistently throughout the periods involved, except as disclosed therein; and the other financial information relating to the Company set forth in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (and any amendment or supplement thereto) is accurately presented in all material respects and prepared on a basis consistent with such financial statements and the books and records of the Company or the Trust, as applicable. Except as set forth in Section 2(r), no other financial statements or schedules are required to be included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (and any amendment or supplement thereto).
- (r) *Pro Forma Financial Statements*. The pro forma financial statements for the Company, the Trust and the Combined Underlying Properties (as defined in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus) included in the most recent Preliminary Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements for the Company, the Trust and the Combined Underlying Properties included in the most recent Preliminary Prospectus. The pro forma financial statements for the Company, the Trust and the Combined Underlying Properties included in the most recent Preliminary Prospectus comply as to form in all material respects with the applicable requirements of Regulation S-X under the Act.
- (s) *Independent Public Accountants*. Ernst & Young LLP, who have certified certain financial statements of the Company, the Predecessor Underlying Properties, the Samson Permian Basin Assets and the ConocoPhillips Permian Basin Assets (including the related notes thereto), included in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (or any amendment or supplement thereto), is and was during the periods covered by such financial statements, an independent registered public accounting firm with respect to the Company as required by the Securities Act and the Public Company Accounting Oversight Board.

- (t) *Books and Records*. The Company (i) makes and keeps books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of its assets and (ii) maintains systems of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with general or specific authorization of management, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with general or specific authorization of management, and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (u) *Disclosure Controls and Procedures*. (i) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Trustee in the reports it will file or submit under the Exchange Act is accumulated and communicated to the Company's principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.
- (v) No Changes in Internal Controls. Since the date of the most recent financial statements of the Company and its consolidated subsidiaries reviewed or audited by Ernst & Young LLP, (i) the Company has not been advised of or become aware of (A) any significant deficiencies in the design or operation of internal controls that could adversely affect the ability of the Company and each of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal controls and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Company and each of its subsidiaries, and (ii) there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.
- (w) *Sarbanes-Oxley Act of 2002*. There is and has been no failure on the part of the Company and any of the Company's officers, in their capacities as such, to comply in all respects with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.
- (x) *Environmental Laws*. The Company, each of its subsidiaries and, to the knowledge of the Company, any operator of any of the Underlying Properties, (i) is, and at all times prior hereto was, in compliance with all laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legal requirements of any governmental authority, including without limitation any international, foreign, national, state, provincial, regional, or local authority, relating to pollution, the protection of human health or safety, the environment, or natural resources, or to the use, handling, storage, manufacturing, transportation, treatment, discharge, disposal or release of hazardous or toxic substances or

wastes, pollutants or contaminants ("Environmental Laws") applicable to the Company or such operator, which compliance includes, without limitation, obtaining, maintaining and complying with all permits and authorizations and approvals required by Environmental Laws to conduct its business, and (ii) has not received notice (and does not otherwise have knowledge) of any actual or alleged violation of Environmental Laws, or of any actual or potential liability for or other obligation concerning the presence, disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except in the case of clause (i) or (ii) where such non-compliance, violation, liability, or other obligation could not, in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as described in the most recent Preliminary Prospectus, (x) there are no proceedings that are pending, or known by the Company to be contemplated, against the Company or, to the knowledge of the Company, any operator of the Underlying Properties under Environmental Laws in which a governmental authority is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of \$100,000 or more will be imposed, (y) the Company is not aware of any issues regarding compliance with Environmental Laws by it or any operator of the Underlying Properties, including any pending or proposed Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a Material Adverse Effect and (z) the Company does not anticipate material capital expenditures relating to Environmental Laws.

- (y) *Reserve Engineers*. Cawley, Gillespie & Associates, Inc. ("Cawley Gillespie"), whose reports appear in the most recent Preliminary Prospectus and who has delivered the letter referred to in Section 9(j) hereof, was, as of the date of such reports, and is, as of the date hereof, an independent petroleum engineer with respect to the Trust and the Company.
- (z) *No Labor Disputes*. No labor disturbance by the employees of the Company exists or, to the knowledge of the Company, is imminent, and, to the knowledge of the Company, no labor disturbance by the employees of any third party operator of any of the Underlying Properties exists or is imminent that could reasonably be expected to have a Material Adverse Effect.
- (aa) *Statistical and Market Data*. The statistical and market-related data included in the most recent Preliminary Prospectus are based on or derived from sources that the Trust and the Company each believe to be reliable and accurate in all material respects.
- (bb) *Transfer Taxes*. On the Initial Delivery Date and any Option Units Delivery Date, as the case may be, all transfer taxes or other similar fees or charges under Federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance by the Trust or sale by the Company of the Units will have been fully paid by the Company.
- (cc) No Material Changes. Except as disclosed in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (or any amendment or

supplement thereto), since the respective dates as of which information is given in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (i) none of the Company or any of its subsidiaries have incurred any material liabilities or obligations, indirect, direct or contingent, or entered into any transaction that is not in the ordinary course of business, (ii) none of the Company or any of its subsidiaries have sustained any material loss or interference with its business or properties (including the Underlying Properties) from fire, flood, windstorm, accident or other calamity, whether or not covered by insurance, (iii) none of the Company or any of its subsidiaries or any outstanding debt obligations, (iv) there has not been any material change in the indebtedness of the Company or any of its subsidiaries (other than in the ordinary course of business) and (v) there has not been any material adverse change, or any development involving or that had or will have a Material Adverse Effect, in the condition (financial or otherwise), business, properties, prospects, net worth or result of operations of the Company and its subsidiaries, taken as a whole, or the Underlying Properties.

(dd) *Reserve Reports*. The information supplied by the Company to Cawley Gillespie for purposes of preparing the reserve reports and estimates of the Underlying Properties and the Net Profits Interest and preparing the letters (the "**Reserve Report Letters**") of Cawley Gillespie, including, without limitation, production volumes, sales prices for production costs of operation and development, and working interest and net revenue information relating to ownership interests in the Net Profits Interest and the Underlying Properties, was true and correct in all material respects on the date supplied and such information was supplied and was prepared in accordance with customary industry practices; and estimates of such reserves and present values as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus and reflected in the Reserve Report Letters comply in all material respects with the applicable requirements of Regulation S-X and Subpart 1200 of Regulation S-K under the Securities Act.

(ee) *Title to the Underlying Properties*. The Grantor, as of the Initial Delivery Date, will have good and defensible title to the Subject Interests, free and clear of all Liens except (i) those described in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus; (ii) royalties and other burdens and obligations, expressed and implied, under oil and gas leases; (iii) overriding royalties, production payments and similar interests and other burdens created by the Grantor or its predecessors in title; (iv) contractual obligations arising under operating agreements, farm-out agreements and other agreements that may affect the properties or their titles of a type and nature customary in the oil and gas industry; (v) liens that arise in the normal course of operations, such as those for unpaid taxes, statutory liens securing unpaid suppliers and contractors and contractual liens under operating agreements to secure payments of all amounts that are not yet delinquent or, if delinquent are being contested in good faith by appropriate proceedings; (vi) pooling, unitization and communalization agreements, declarations and orders; (vii) easements, restrictions, rights-of-way and other matters that commonly affect property; (viii) conventional rights of reassignment that obligate the Grantor to reassign all or part of any Subject Interest to a third party if the Grantor intends to release or abandon each interest before the termination of such interest; and (ix) rights reserved to or vested in

appropriate governmental agencies or authorities to control or regulate the Subject Interests and the Net Profits Interest therein; none of which in the aggregate materially adversely affect the value of the Subject Interests and do not materially interfere with the Net Profits Interest or the use made and proposed to be made of such property by the Grantor. All contracts, agreements or underlying leases, which comprise a portion of the Subject Interests and which individually or in the aggregate are material to the Subject Interests, are in full force and effect, the Grantor has paid all rents and other charges to the extent due and payable thereunder, is not in default under any of such underlying contracts, agreements or leases, has received no notice of default from any other party thereto and knows of no material default by any other party thereto. The working interests in oil, gas and mineral leases or mineral interests that constitute a portion of the Subject Interests held by the Grantor reflect in all material respects the right of the Grantor to explore or receive production from such Subject Interests and the care taken by the Grantor with respect to acquiring or otherwise procuring such leases or mineral interests was generally consistent with standard industry practices for acquiring or procuring leases and interests therein to explore such for hydrocarbons. Upon recordation and filing of the Conveyance, the Conveyance Supplement and Certificates of Merger for the Double Survivor Merger and the Trust Merger, the Trust will have good and defensible title to the Net Profits Interest, free and clear of all liens, encumbrances and defects, except Permitted Encumbrances (as defined in the Conveyance). To the knowledge of the Company, there are no Prior Reversionary Interests (as defined in the Conveyance) in the Subject Interests.

(ff) *Rights-of-way*. The Grantor has such easements or rights-of-way from each person (collectively, "**rights-of-way**") as are necessary for the Company and the Grantor to conduct the Company's business in the manner described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, except for such rights-of-way that, if not obtained, could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; the Grantor has fulfilled and performed all its material obligations with respect to such rights-of-way, and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the Grantor with respect to such rights-of-way, except for such revocations, terminations and impairments that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and none of such rights-of-way contains any restriction that is materially burdensome to the Grantor.

(gg) *Permits*. The Company and each of its subsidiaries have such permits, licenses, patents, franchises, certificates of need and other approvals, consents or authorizations of governmental or regulatory authorities ("**Permits**") as are necessary under applicable law to own their properties and conduct their businesses in the manner described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, except for any of the foregoing that could not, in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Company and its subsidiaries has fulfilled and performed all of its obligations with respect to the Permits, and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other impairment of the rights of the holder or any such Permits, except for any of the foregoing that could not reasonably be expected to have a Material Adverse Effect.

- (hh) *Insurance*. The Company and each of its subsidiaries carry, or are covered by, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for companies engaged in similar businesses in similar industries. All policies of insurance of the Company and its subsidiaries are in full force and effect; the Company and its subsidiaries are in compliance with the terms of such policies in all material respects; and neither the Company nor any of its subsidiaries has received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance; there are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and neither the Company nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that could not reasonably be expected to have a Material Adverse Effect.
- (ii) *Certain Relationships and Related Transactions*. Except as set forth in the Pricing Disclosure Package and the Prospectus, there are no transactions with "affiliates" (as defined in Rule 405 promulgated under the Securities Act) of the Company or any member of the Company (whether or not an affiliate) that are required by the Securities Act to be disclosed in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus. Additionally, no relationship, direct or indirect, exists between the Company, on the one hand, and the members of the Company, on the other hand, that is required by the Securities Act to be disclosed in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus that is not so disclosed.
- (jj) *Investment Company Act*. The Company is not, and as of the applicable Delivery Date and, after giving effect to the offer and sale of the Units and the application of the proceeds therefrom as described under "Use of Proceeds" in the most recent Preliminary Prospectus and the Prospectus, will not be, an "investment company" or controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an investment company within the meaning of such term under the Investment Company Act, and the rules and regulations of the Commission thereunder.
- (kk) *Legal Proceedings*. Except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject that could, in the aggregate, reasonably be expected to have a Material Adverse Effect or could, in the aggregate, reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of the transactions contemplated hereby; and to the knowledge of the Company, no such proceedings are threatened or contemplated by governmental authorities or others.
- (ll) *ERISA*. Other than with respect to items that would not reasonably be expected to have a Material Adverse Effect, (i) each "employee benefit plan" (within the

meaning of Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("ERISA")) for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each a "Plan") has been maintained in compliance with its terms and with the requirements of all applicable statutes, rules and regulations including ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) with respect to each Plan subject to Title IV of ERISA (A) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur, (B) no "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived, has occurred or is reasonably expected to occur, (C) the fair market value of the assets under each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan), and (D) neither the Company nor any member of its Controlled Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(c)(3) of ERISA); and (iv) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(mm) *Tax Returns*. (i) The Company has filed all federal, state, local and foreign income and franchise tax returns required to be filed through the date hereof, other than returns as to which the failure to file, individually or in the aggregate, would not have a Material Adverse Effect and subject to permitted extensions, (ii) the Company has paid all taxes due thereon, other than taxes being challenged in good faith by the Company and (iii) no tax deficiency has been determined adversely to the Company that could, nor does the Company have any knowledge of any tax deficiencies that could, in the aggregate, reasonably be expected to have a Material Adverse Effect, except those that are being contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles.

(nn) *No Brokers*. Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or the Underwriters for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Units.

(oo) *Stabilization*. The Company has not taken, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Trust in connection with the offering of the Units.

(pp) *Distribution of Offering Materials*. Neither the Company nor any person acting on behalf of the Company has distributed and, prior to the later to occur of any

Delivery Date and completion of the distribution of the Units, will not distribute any offering material in connection with the offering and sale of the Units other than any Preliminary Prospectus, the Prospectus, and any Issuer Free Writing Prospectus to which the Representatives have consented in accordance with Section 6(f) and, in connection with the Directed Unit Program, the enrollment materials prepared by Barclays Capital Inc. on behalf of the Trust and the Company.

- (qq) *Anti-Corruption*. Neither the Company nor, to the knowledge of the Company, any person associated with or acting on behalf of the Company, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (rr) *Money-Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.
- (ss) Office of Foreign Assets Control. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by OFAC; and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.
- (tt) *Directed Unit Program*. The Company has not offered, or caused Barclays Capital Inc. to offer, Units to any person pursuant to the Directed Unit Program with the specific intent to unlawfully influence (i) a customer or supplier of the Trust or the Company to alter the customer's or supplier's level or type of business with the Trust or the Company or (ii) a trade journalist or publication to write or publish favorable information about the Trust or the Company, their respective businesses or assets.
- (uu) *No Material Non-Public Information*. The Company is not prompted to sell the Units by any information concerning the Trust that is not set forth in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus.
- (vv) *Lock-up Agreements*. The Company has procured letters, substantially in the form of Exhibit A-1 hereto (the "Lock-Up Agreements"), of each officer, director and member of the Company set forth on Schedule 2 hereto.
  - (ww) No Restrictions on Payments. The Company is not currently prohibited,

directly or indirectly, from making any payments on account of the Net Profits Interest to the Trust.

(xx) *Solvency.* Immediately after the Closing Date, the Company (after giving effect to the Conveyance and the other transactions contemplated hereby) will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company is not less than the total amount required to pay the probable liabilities of the Company on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) the Company is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) the Company is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company is engaged and (v) the Company is not a defendant in any civil action that would result in a judgment that the Company would become unable to satisfy. In computing the amount of such contingent liabilities at any time, it is intended that such liabilities will be computed at the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

- (yy) *Preferential Rights and Consents*. None of (i) the issuance of the Units by the Trust and sale of the Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of this Agreement and the Operative Agreements by the Trust, the Company, the Grantor and the Grantee and (iii) the consummation by the Trust, the Company, the Grantor or the Grantee of the Transactions or any other transactions contemplated by this Agreement or the Operative Agreements is subject to any third party preferential purchase rights, rights of first refusal, or similar rights with respect to the Subject Interests.
- (zz) *Effectiveness of Mergers*. Prior to the Initial Delivery Date, the Double Survivor Merger and the Trust Merger will be effective under the Texas Business Organizations Code (the "**TBOC**").
- (aaa) *Authorization and Qualification of Delaware Trustee*. The Delaware Trustee is a Delaware banking corporation duly authorized and empowered to act as Delaware trustee of the Trust pursuant to the Organizational Trust Agreement and the Trust Agreement.
- (bbb) *Private Placement*. The sale and issuance of the 33,000,000 Trust Units to the Company pursuant to the Conveyance is exempt from the registration requirements of the Securities Act and securities laws of any state having jurisdiction with respect thereto, and neither the Trust nor the Company has taken or will take any action that would cause the loss of such exemption. The Company has not sold any securities that would be integrated with the offering of the Units contemplated by this Agreement pursuant to the Securities Act or the interpretations thereof by the Commission.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Units shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

- 3. Purchase of the Units by the Underwriters.
- (a) *Purchase of the Exchange Units*. On the basis of the representations, warranties and covenants contained in, and subject to the terms and conditions of, this Agreement, the Company agrees to sell the Exchange Units to the Exchange Underwriters, and each of the Exchange Underwriters, severally and not jointly, agrees to purchase the number of Exchange Units set forth opposite that Exchange Underwriter's name in <u>Schedule 1</u> hereto. The Company shall be permitted to assign the rights (but not its obligations) with respect to the sale of the Exchange Units to a "qualified intermediary" (as defined in Treasury Regulation 1.1031(k)-1(g)(4)). The respective purchase obligations of the Exchange Underwriters listed in this Section 3(a) with respect to the Exchange Units shall be rounded among the Exchange Underwriters to avoid fractional units, as the Representatives may determine.
- (b) *Purchase of the Non-Exchange Units*. On the basis of the representations, warranties and covenants contained in, and subject to the terms and conditions of, this Agreement, the Company agrees to sell the Non-Exchange Units to the Non-Exchange Underwriters, and each of the Non-Exchange Underwriters, severally and not jointly, agrees to purchase the number of Non-Exchange Units set forth opposite that Non-Exchange Underwriter's name in <u>Schedule 1</u> hereto. For the avoidance of doubt, the Company shall not be permitted to assign its rights with respect to the sale of the Non-Exchange Units to a qualified intermediary. The respective purchase obligations of the Non-Exchange Underwriters listed in this Section 3(b) with respect to the Non-Exchange Units shall be rounded among the Non-Exchange Underwriters to avoid fractional units, as the Representatives may determine.
- (c) *Purchase of the Option Units*. In addition, the Company grants to the Underwriters an option to purchase up to 1,980,000 Option Units. Such option is exercisable in the event that the Underwriters sell more than the number of Firm Units in the offering and as set forth in Section 5 hereof. Each Underwriter agrees, severally and not jointly, to purchase the number of Option Units (subject to such adjustments to eliminate fractional units as the Representatives may determine) that bears the same proportion to the total number of Option Units to be sold on such Delivery Date as the number of Firm Units set forth in Schedule 1 hereto opposite the name of such Underwriter bears to the total number Firm Units. For the avoidance of doubt, the Company shall not be permitted to assign its rights with respect to the sale of the Option Units to a qualified intermediary.

The purchase price payable by the Underwriters for both the Firm Units and any Option Units purchased by the Underwriters shall be \$20.625 per unit

less an amount equal to any distributions declared by the Trust and payable on each Firm Unit but not on each Option Unit.

The Company is not obligated to deliver any of the Firm Units or Option Units to be delivered on the applicable Delivery Date, except upon payment for all such Trust Units to be purchased on such Delivery Date as provided herein.

4. <u>Offering of Units by the Underwriters</u>. Upon authorization by the Representatives of the release of the Firm Units, the several Underwriters propose to offer the Firm Units for sale upon the terms and conditions to be set forth in the Prospectus.

The Company agrees to pay all fees and disbursements incurred by the Underwriters in connection with the Directed Unit Program and any stamp duties or other taxes incurred by the Underwriters in connection with the Directed Unit Program.

#### 5. Delivery of and Payment for the Units.

- (a) *Delivery of and Payment for the Exchange Units*. Delivery of and payment for the Exchange Units shall be made at 10:00 A.M., New York City time, on the third full business day following the date of this Agreement or at such other date or place as shall be determined by agreement between the Representatives and the Trust. This date and time are sometimes referred to as the "**Initial Delivery Date.**" Delivery of the Exchange Units shall be made to the Representatives for the account of each Exchange Underwriter against payment by the several Exchange Underwriters through the Representatives and of the respective aggregate purchase prices of the Exchange Units being sold by the Company to or upon the order of the Company of the purchase price by wire transfer in immediately available funds to the accounts specified by the Company. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Exchange Underwriter hereunder. The Company shall deliver the Exchange Units through the facilities of DTC unless the Representatives shall otherwise instruct.
- (b) *Delivery of and Payment for the Non-Exchange Units*. Delivery of and payment for the Non-Exchange Units shall be made at the Initial Delivery Date. Delivery of the Non-Exchange Units shall be made to the Representatives for the account of each Non-Exchange Underwriter against payment by the several Non-Exchange Underwriters through the Representatives and of the respective aggregate purchase prices of the Non-Exchange Units being sold by the Company to or upon the order of the Company of the purchase price by wire transfer in immediately available funds to the accounts specified by the Company. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Non-Exchange Underwriter hereunder. The Company shall deliver the Non-Exchange Units through the facilities of DTC unless the Representatives shall otherwise instruct.
  - (c) Delivery of and Payment for the Option Units. The option granted in

Section 3 will expire 30 days after the date of this Agreement and may be exercised in whole or from time to time in part by written notice being given to the Company by the Representatives; *provided* that if such date falls on a day that is not a business day, the option granted in Section 3 will expire on the next succeeding business day. Such notice shall set forth the aggregate number of Option Units as to which the option is being exercised, the names in which the Option Units are to be registered, the denominations in which the Option Units are to be issued and the date and time, as determined by the Representatives, when the Option Units are to be delivered; *provided*, *however*, that this date and time shall not be earlier than the Initial Delivery Date nor earlier than the second business day after the date on which the option shall have been exercised. Each date and time any Option Units are delivered is sometimes referred to as an "Option Units Delivery Date," and the Initial Delivery Date and any Option Units Delivery Date are sometimes each referred to as a "Delivery Date."

Delivery of the Option Units by the Company and payment for the Option Units by the several Underwriters through the Representatives shall be made at 10:00 A.M., New York City time, on the date specified in the corresponding notice described in the preceding paragraph or at such other date or place as shall be determined by agreement between the Representatives and the Company. On the Option Units Delivery Date, the Company shall deliver or cause to be delivered the Option Units to the Representatives for the account of each Underwriter against payment by the several Underwriters through the Representatives and of the respective aggregate purchase prices of the Option Units being sold by the Company to or upon the order of the Company of the purchase price by wire transfer in immediately available funds to the accounts specified by the Company. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. The Company shall deliver the Option Units through the facilities of DTC unless the Representatives shall otherwise instruct.

6. Further Agreements of the Parties. Each of the Trust and the Company severally agrees:

(a) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Delivery Date except as provided herein; to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment or supplement to the Registration Statement or the Prospectus has been filed and to furnish the Representatives with copies thereof; to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the

Prospectus or any Issuer Free Writing Prospectus, of the suspension of the qualification of the Units for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding or examination for any such purpose or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

- (b) To furnish promptly to the Representatives and to counsel for the Underwriters a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith;
- (c) To deliver promptly to the Representatives such number of the following documents as the Representatives shall reasonably request: (A) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement), (B) each Preliminary Prospectus, the Prospectus and any amended or supplemented Prospectus and (C) each Issuer Free Writing Prospectus; and, if the delivery of a prospectus is required at any time after the date hereof in connection with the offering or sale of the Units or any other securities relating thereto and if at such time any events shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend or supplement the Prospectus in order to comply with the Securities Act, to notify the Representatives and, upon its request, to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Prospectus that will correct such statement or omission or effect such compliance;
- (d) To file promptly with the Commission any amendment or supplement to the Registration Statement or the Prospectus that may, in the judgment of the Trust, the Company or the Representatives, be required by the Securities Act or requested by the Commission;
- (e) Prior to filing with the Commission any amendment or supplement to the Registration Statement or the Prospectus, to furnish a copy thereof to the Representatives and counsel for the Underwriters and obtain the consent of the Representatives to the filing;
- (f) Not to make any offer relating to the Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representatives;
  - (g) To comply with all applicable requirements of Rule 433 under the

Securities Act with respect to any Issuer Free Writing Prospectus. If at any time after the date hereof any events shall have occurred as a result of which any Issuer Free Writing Prospectus, as then amended or supplemented, would conflict with the information in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or, if for any other reason it shall be necessary to amend or supplement any Issuer Free Writing Prospectus, to notify the Representatives and, upon their request, to file such document and to prepare and furnish without charge to each Underwriter as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Issuer Free Writing Prospectus that will correct such conflict, statement or omission or effect such compliance;

- (h) As soon as practicable after the Effective Date (it being understood that the Trust shall have until at least 410 days or, if the fourth quarter following the fiscal quarter that includes the Effective Date is the last fiscal quarter of the Company's fiscal year, 455 days after the end of the Trust's current fiscal quarter), to make generally available to the Trust's security holders and to deliver to the Representatives an earnings statement of the Trust (which need not be audited) complying with Section 11(a) of the Securities Act and the rules and regulations thereunder (including, at the option of the Trust, Rule 158);
- (i) To cooperate with the Representatives and counsel for the Underwriters in connection with the registration or qualification of the Units for offering and sale by the several Underwriters and by dealers under the securities or Blue Sky laws of such jurisdictions as the Representatives may reasonably designate and to file such consents to service of process or other documents as may be reasonably necessary in order to effect and maintain such registration or qualification for so long as required to complete the distribution of the Units; *provided* that in no event shall the Company or the Trust be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to general service of process in suits, other than those arising out of the offering or sale of the Units, as contemplated by this Agreement and the Prospectus, in any jurisdiction where it is not now so subject. In the event that the qualification of the Units in any jurisdiction is suspended, the Company and the Trust shall so advise you promptly in writing;
- (j) For a period commencing on the date hereof and ending on the 180th day after the date of the Prospectus (the "Lock-Up Period"), not to, directly or indirectly, (A) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Trust Units (including, without limitation, Trust Units that may be deemed to be beneficially owned by the Company in accordance with the rules and regulations of the Commission and Trust Units that may be issued upon exercise of any options or warrants) or securities convertible into or exchangeable for Trust Units, or sell or grant options, rights or warrants with respect to any Trust Units or securities convertible into, exercisable or exchangeable for Trust Units (other than the offer and sale of the Firm Units and the Option Units and other than a pledge of the

Company's Trust Units under the Credit Agreement dated December 1, 2010, among the Company, each lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer, as amended, provided that the Company will agree not to acquire any oil or natural gas properties for consideration exceeding \$10 million, either individually or in the aggregate, for a period of 90 days after the date of the Prospectus), (B) enter into any swap or other derivative transaction that transfers to another, in whole or in part, any of the economic consequences of ownership of such Trust Units, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Trust Units or other securities, in cash or otherwise, (C) make any demand for or exercise any right or file or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Trust Units or securities convertible, exercisable or exchangeable into Trust Units or any other securities of the Trust or (D) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of Barclays Capital Inc., on behalf of the Underwriters, and to furnish or cause to be furnished to the Representatives, prior to the Initial Delivery Date, each of the Lock-Up Agreements; notwithstanding the foregoing, if (x) during the last 17 days of the Lock-Up Period, the Trust issues an earnings release or material news or a material event relating to the Trust occurs or (y) prior to the expiration of the Lock-Up Period, the Trust announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed in this paragraph shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the announcement of the material news or the occurrence of the material event, unless Barclays Capital Inc. on behalf of the Underwriters,

- (k) In the case of the Company, to apply the net proceeds from the sale of the Units being sold by the Company substantially in accordance with the description as set forth in the Prospectus under the caption "Use of Proceeds";
- (l) In the case of the Trust, to file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Securities Act;
- (m) If the Trust and the Company elect to rely upon Rule 462(b) under the Securities Act, to file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) under the Securities Act by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing pay the Commission the filing fee for the Rule 462(b) Registration Statement;
- (n) In connection with the Directed Unit Program, the Company shall ensure that any of the officers or managers of the Company that are Directed Trust Units Participants will be restricted from sale, transfer, assignment, pledge or hypothecation to the same extent as sales and dispositions of Trust Units by the Company are restricted pursuant to Section 6(j). At the request of Barclays Capital Inc., the Trust will direct the transfer agent to place stop transfer restrictions upon such securities held by such individuals for such period of time as is consistent with Section 6(j);
  - (o) None of the Trust, the Company nor any of their affiliates will take,

directly or indirectly, any action designed to or that has constituted or that reasonably would be expected to cause or result in the stabilization or manipulation of the price of any security of the Trust in connection with the offering of the Units; and

- (p) To do and perform all things required or necessary to be done and performed under this Agreement by it prior to each Delivery Date, and to satisfy all conditions precedent to the Underwriters' obligations hereunder to purchase the Units.
  - 7. Further Agreements of the Company. The Company agrees that:
- (a) Not more than seven days following the Closing Date, it will (i) record the Conveyance, the Conveyance Supplement and, in Louisiana, extracts of the Amended and Restated Trust Agreement in the Recorder of Deeds in the Register and Recorder's Offices of the Texas and New Mexico counties and the Office of the Clerk of Court in the Louisiana parishes where the Subject Interests are located and (ii) record the Certificates of Merger for the Double Survivor Merger and the Trust Merger in the appropriate public offices of the States of Texas, Louisiana and New Mexico, to the extent such recordation is required. The Company will provide to the Underwriters evidence of such filings reasonably satisfactory to counsel for the Underwriters as promptly as practicable following the time of such filings, and in any event not more than sixty days following the Closing Date;
- (b) Neither the Company nor any person acting on behalf of the Company (other than, if applicable, the Trust and the Underwriters) shall use or refer to any "free writing prospectus" (as defined in Rule 405 under the Securities Act), relating to the Units;
- (c) To deliver to the Representatives prior to the Initial Delivery Date a properly completed and executed United States Treasury Department Form W-9.
- 8. Expenses. The Company agrees, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, to pay all expenses, costs, fees and taxes incident to and in connection with (a) the authorization, issuance, sale and delivery of the Units and any stamp duties or other taxes payable in that connection, and the preparation and printing of certificates for the Units; (b) the preparation, printing and filing under the Securities Act of the Registration Statement (including any exhibits thereto), any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto; (c) the distribution of the Registration Statement (including any exhibits thereto), any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto, all as provided in this Agreement; (d) the production and distribution of this Agreement, any supplemental agreement among Underwriters, and any other related documents in connection with the offering, purchase, sale and delivery of the Units; (e) any required review by the FINRA of the terms of sale of the Units, but not including related fees and expenses of counsel to the Underwriters related to such review; (f) the listing of the Units on The New York Stock Exchange; (g) the preparation, printing and distribution of a Blue Sky Memorandum (including related fees and expenses of counsel to the Underwriters); (h) the offer and sale of the Units by the Underwriters in connection with the Directed Unit Program,

including the fees and disbursements of counsel to the Underwriters related thereto, the costs and expenses of preparation, printing and distribution of the Directed Unit Program material and all stamp duties or other taxes incurred by the Underwriters in connection with the Directed Unit Program; (i) the investor presentations on any "road show" undertaken in connection with the marketing of the Units, including, without limitation, expenses associated with any electronic road show, travel and lodging expenses of the representatives and officers of the Trust and the Company and half of the cost of any aircraft chartered in connection with the road show; and (j) all other costs and expenses incident to the performance of the obligations of the Trust and the Company under this Agreement; *provided* that, except as provided in this Section 8 and in Section 13, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel, any transfer taxes on the Units which they may sell and the expenses of advertising any offering of the Units made by the Underwriters.

- 9. *Conditions of Underwriters' Obligations*. The respective obligations of the Underwriters hereunder are subject to the accuracy, when made and on each Delivery Date, of the representations and warranties of the Trust and the Company contained herein, to the performance by the Trust and the Company of their respective obligations hereunder, and to each of the following additional terms and conditions:
  - (a) The Prospectus shall have been timely filed with the Commission in accordance with Section 6(a); the Trust and the Company each shall have complied with all filing requirements applicable to any Issuer Free Writing Prospectus used or referred to after the date hereof; no stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus shall have been issued and no proceeding or examination for such purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been complied with. If the Trust and the Company have elected to rely upon Rule 462(b) under the Securities Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement.
  - (b) No Underwriter shall have discovered and disclosed to the Trust or the Company on or prior to such Delivery Date that the Registration Statement, the Prospectus or the Pricing Disclosure Package, or any amendment or supplement thereto, contains an untrue statement of a fact which, in the opinion of Baker Botts L.L.P., counsel for the Underwriters, is material or omits to state a fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.
  - (c) All limited liability company and trust proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Units, the Registration Statement, the Prospectus and any Issuer Free Writing Prospectus, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Trust and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

- (d) Latham & Watkins LLP shall have furnished to the Representatives its written opinion, as counsel to the Company, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as Exhibit B-1A and its written opinion regarding certain tax matters, as counsel to the Company, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as Exhibit B-1B.
- (e) Gordon, Arata, McCollam, Duplantis & Eagan, LLC, shall have furnished to the Representatives its written opinion, as Louisiana counsel to the Company, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as <a href="Exhibit B-2">Exhibit B-2</a>.
- (f) Hinkle, Hensley, Shanor & Martin, L.L.P., shall have furnished to the Representatives its written opinion, as New Mexico counsel to the Company, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as <a href="Exhibit B-3"><u>Exhibit B-3</u></a>.
- (g) Richards, Layton & Finger, P.A. shall have furnished to the Representatives its written opinion, as special Delaware counsel to the Trust, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as Exhibit B-4.
- (h) Bracewell & Giuliani LLP shall have furnished to the Representatives its written opinion, as counsel to the Trustee, addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as <a href="Exhibit B-5">Exhibit B-5</a>.
- (i) The Representatives shall have received from Baker Botts L.L.P., counsel for the Underwriters, such opinion or opinions, dated such Delivery Date, with respect to the issuance of the Units by the Trust and sale of the Units by the Company, the Registration Statement, the Prospectus and the Pricing Disclosure Package and other related matters as the Representatives may reasonably require, and the Trust and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.
- (j) At the time of execution of this Agreement, the Representatives shall have received from Ernst & Young LLP a letter, in form and substance satisfactory to the Representatives, addressed to the Underwriters and dated the date hereof (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, and (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the most recent

Preliminary Prospectus, as of a date not more than three days prior to the date hereof), the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

- (k) With respect to the letter of Ernst & Young LLP referred to in the preceding paragraph and delivered to the Representatives concurrently with the execution of this Agreement (the "initial letter"), the Company shall have furnished to the Representatives a letter (the "bring-down letter") of such accountants, addressed to the Underwriters and dated such Delivery Date (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date of the bring-down letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than three days prior to the date of the bring-down letter), the conclusions and findings of such firm with respect to the financial information and other matters covered by the initial letter and (iii) confirming in all material respects the conclusions and findings set forth in the initial letter.
- (l) At the time of execution of this Agreement, the Representatives shall have received from Cawley Gillespie an initial letter (the "**initial expert letter**"), in form and substance satisfactory to the Representatives, addressed to the Underwriters and dated the date hereof and a subsequent letter dated as of the Delivery Date, which such letter shall cover the period from any initial expert letter to the Delivery Date, stating the conclusions and findings of such firm with respect to oil and gas reserves of the Underlying Properties and Net Profits Interest as is customary to underwriters in connection with registered public offerings.
- (m) The Trust shall have furnished to the Representatives a certificate, dated such Delivery Date, of the Trust as to such matters as the Representatives may reasonably request, including, without limitation, a statement that:
  - (i) The Trustee is a national banking association authorized and empowered to act as trustee of the Trust pursuant to the Trust Agreement, and no consent, approval, authorization or filing is required under any law, rule or regulation of the State of Delaware or of the United States of America in order to permit the Trustee to act as trustee of the Trust;
    - (ii) The Trust has 33,000,000 Trust Units outstanding;
  - (iii) The representations, warranties and agreements of the Trust in Section 1 are true and correct on and as of such Delivery Date, and the Trust has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such Delivery Date;

- (iv) No stop order suspending the effectiveness of the Registration Statement has been issued; and no proceedings or examination for that purpose have been instituted or, to the knowledge of the Trust, threatened; and
- (v) The Trust has examined the Registration Statement, the Prospectus and the Pricing Disclosure Package, and, in its opinion, (i) (A) the Registration Statement, as of the Effective Date, (B) the Prospectus, as of its date and on the applicable Delivery Date, and (C) the Pricing Disclosure Package, as of the Applicable Time, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading, and (ii) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus that has not been so set forth.
- (n) The Company shall have furnished to the Representatives a certificate, dated such Delivery Date, of the Company's Chief Executive Officer and Chief Financial Officer as to such matters as the Representatives may reasonably request, including, without limitation, a statement that:
  - (i) The representations, warranties and agreements of the Company in Section 1 and Section 2 are true and correct on and as of such Delivery Date, and the Company has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such Delivery Date;
  - (ii) No stop order suspending the effectiveness of the Registration Statement has been issued; and no proceedings or examination for that purpose have been instituted or, to the knowledge of such persons, threatened; and
  - (iii) They have examined the Registration Statement, the Prospectus and the Pricing Disclosure Package, and, in their opinion, (i) (A) the Registration Statement, as of the Effective Date, (B) the Prospectus, as of its date and on the applicable Delivery Date, and (C) the Pricing Disclosure Package, as of the Applicable Time, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading, and (ii) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus that has not been so set forth.
- (o) None of the Trust, the Underlying Properties or the Company or any of its subsidiaries shall have sustained, since the date of the latest audited financial statements

included in the most recent Preliminary Prospectus, any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) since such date there shall not have been any change in the capitalization or long-term debt of the Trust or the Company or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, properties, business or prospects of the Trust or the Company, the effect of which, in any such case described in clause (i) or (ii), is, individually or in the aggregate, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Units being delivered on such Delivery Date on the terms and in the manner contemplated in the Prospectus.

- (p) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading in securities generally on The New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market or in the over-the-counter market, or trading in Trust Units on any exchange or in the over-the-counter market, shall have been suspended or materially limited or the settlement and clearance of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a general moratorium on commercial banking activities shall have been declared by federal or state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof (or the effect of international conditions on the financial markets in the United States shall be such), as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the public offering or delivery of the Units being delivered on such Delivery Date on the terms and in the manner contemplated in the Prospectus.
- (q) The New York Stock Exchange shall have approved the Units for listing, subject only to official notice of issuance and evidence of satisfactory distribution.
- (r) The Lock-Up Agreements between the Representatives and the officers, directors and stockholders of the Company set forth on <u>Schedule 2</u>, delivered to the Representatives on or before the date of this Agreement, shall be in full force and effect on such Delivery Date.
- (s) On or prior to each Delivery Date, the Trust and the Company shall have furnished to the Underwriters such further certificates and documents as the Representatives may reasonably request.
- (t) Counsel to the Underwriters shall have received evidence to its reasonable satisfaction that the Double Survivor Merger is effective under the TBOC.

(u) Counsel to the Underwriters shall have received evidence to its reasonable satisfaction that the Trust Merger is effective under the TBOC and the Delaware Statutory Trust Act.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

10. Indemnification and Contribution.

(a) The Company and the Trust each hereby agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees, agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and any "affiliate" (within the meaning of Rule 405 under the Securities Act) of such Underwriter participating in the offering of the Units, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Units), to which that Underwriter, affiliate, director, officer, employee, agent or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in (A) any Preliminary Prospectus, the Registration Statement, the Prospectus or in any amendment or supplement thereto, (B) any Issuer Free Writing Prospectus or in any amendment or supplement thereto, (C) any "issuer information" (as defined in Rule 433 under the Securities Act) in any "free writing prospectus" (as defined in Rule 405 under the Securities Act) used or referred to by such Underwriter with the prior consent of the Trust and the Company (any such issuer information with respect to whose use the Trust and the Company has given its consent, "**Permitted Issuer Information**"), (D) any materials or information provided to investors by, or with the approval of, the Trust and the Company in connection with the marketing of the offering of the Units, including any "road show" (as defined in Rule 433 under the Securities Act) not constituting an Issuer Free Writing Prospectus ("Marketing Materials") or (E) any Blue Sky application or other document prepared or executed by the Company or the Trust (or based upon any written information furnished by the Company or the Trust for use therein) specifically for the purpose of qualifying any or all of the Units under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a "Blue Sky Application") or (ii) the omission or alleged omission to state in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Permitted Issuer Information, any Marketing Materials or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (in the case of any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus or any amendment or supplement thereto or in any Permitted Issuer Information, Marketing Materials or any Blue Sky Application, in light of the circumstances under which they were made) not misleading, and shall reimburse each Underwriter and each such affiliate, director, officer, employee, agent or controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter, affiliate, director,

officer, employee, agent or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided*, *however*, that neither the Company nor the Trust shall be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any such amendment or supplement thereto or in any Permitted Issuer Information, any Marketing Materials or any Blue Sky Application, in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company or the Trust through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information consists solely of the information specified in Section 10(f). The foregoing indemnity agreement is in addition to any liability which the Company or the Trust may otherwise have to any Underwriter or to any affiliate, director, officer, employee, agent or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Trust, the Company, their respective trustees, directors, officers and employees, and each person, if any, who controls the Trust or the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Trust, the Company or any such trustee, director, officer, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Marketing Materials or Blue Sky Application, or (ii) the omission or alleged omission to state in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Marketing Materials or Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (in the case of any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus or any amendment or supplement thereto or in any Permitted Issuer Information, Marketing Materials or Blue Sky Application, in light of the circumstances under which they were made) not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company or the Trust through the Representatives by or on behalf of that Underwriter specifically for inclusion therein, which information is limited to the information set forth in Section 10(f). T

(c) Promptly after receipt by an indemnified party under this Section 10 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 10,

notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 10 except to the extent it has been materially prejudiced (through the forfeiture of substantive rights and defenses) by such failure and, provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 10. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 10 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided*, *however*, that the indemnified party shall have the right to employ counsel to represent jointly the indemnified party and those other indemnified parties and their respective trustees, directors, officers, employees, agents and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought under this Section 10 if (i) the indemnified party and the indemnifying party shall have so mutually agreed; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party and its trustees, directors, officers, employees, agents and controlling persons shall have reasonably concluded that there may be legal defenses available to them that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnified parties or their respective trustees, directors, officers, employees, agents or controlling persons, on the one hand, and the indemnifying party, on the other hand, and representation of both sets of parties by the same counsel would be inappropriate due to actual or potential differing interests between them, and in any such event the fees and expenses of such separate counsel shall be paid by the indemnifying party. No indemnifying party shall (x) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party, or (y) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) Notwithstanding the foregoing, the Trust shall not be obligated to make

any payments to an indemnified party under this Section 10 until the earlier to occur of the following: (a) with respect to a final, nonappealable judgment of a court of competent jurisdiction or a settlement agreement, the Company has not paid such indemnified party the amount owed within 30 days of the due date under such judgment or settlement, (ii) with respect to expenses, the Company has not paid such indemnified party the amount owed within 30 days of submission by the indemnified party for reimbursement of such expenses or (iii) the Company shall become the subject of any bankruptcy or insolvency proceedings or publicly declares its inability to pay its debts as they become due.

(e) If the indemnification provided for in this Section 10 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 10(a), 10(b), or 10(g) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company and the Trust, on the one hand, and the Underwriters, on the other, from the offering of the Units or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Trust, on the one hand, and the Underwriters, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Trust, on the one hand, and the Underwriters, on the other, with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Units purchased under this Agreement (before deducting expenses) received by the Company, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriters with respect to the Units purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Trust, the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Trust, the Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 10(e) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 10(e) shall be deemed to include, for purposes of this Section 10(e), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 10(e), in no event shall an Underwriter be required to contribute any amount in excess of the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Units exceeds the amount of any damages

that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 10(e) are several in proportion to their respective underwriting obligations and not joint.

- (f) The Underwriters severally confirm and the Trust and the Company acknowledge and agree that (i) the second paragraph under "Commissions and Expenses" and (ii) paragraphs under "Stabilization, Short Positions and Penalty Bids," each under the caption "Underwriting" in the most recent Preliminary Prospectus and Prospectus are correct and constitute the only information concerning such Underwriters furnished in writing to the Company by or on behalf of the Underwriters specifically for inclusion in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Marketing Materials.
- (g) The Trust and the Company shall indemnify and hold harmless Barclays Capital Inc. (including its affiliates, directors, officers, employees and agents) and each person, if any, who controls Barclays Capital Inc. within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act ("Barclays Entities"), from and against any loss, claim, damage or liability or any action in respect thereof to which any of the Barclays Entities may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action (i) arises out of, or is based upon, any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the approval of the Trust or the Company for distribution to Directed Unit Participants in connection with the Directed Unit Program or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) arises out of, or is based upon, the failure of the Directed Unit Participant to pay for and accept delivery of Directed Trust Units that the Directed Unit Participant agreed to purchase or (iii) is otherwise related to the Directed Unit Program; provided that neither the Trust nor the Company shall be liable under this clause (iii) for any loss, claim, damage, liability or action that is determined in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Barclays Entities. The Company shall reimburse the Barclays Entities promptly upon demand for any legal or other expenses reasonably incurred by them in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred.
  - 11. Defaulting Underwriters.
    - (a) Defaulting Exchange Underwriters.
      - (i) If, on any Delivery Date, any Exchange Underwriter defaults in its obligations to purchase the Exchange Units that it has

agreed to purchase under this Agreement, the remaining non-defaulting Exchange Underwriters may in their discretion arrange for the purchase of such Exchange Units by the non-defaulting Exchange Underwriters or other persons satisfactory to the Trust and the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Exchange Underwriter, the non-defaulting Exchange Underwriters do not arrange for the purchase of such Exchange Units, then the Trust and the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Exchange Underwriters to purchase such Exchange Units on such terms. In the event that within the respective prescribed periods, the non-defaulting Exchange Underwriters notify the Trust and the Company that they have so arranged for the purchase of such Exchange Units, or the Trust and the Company notifies the non-defaulting Exchange Underwriters that they have so arranged for the purchase of such Exchange Units, either the non-defaulting Exchange Underwriters or the Company may postpone such Delivery Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Trust, counsel for the Company or counsel for the Exchange Underwriters may be necessary in the Registration Statement, the Prospectus or in any other document or arrangement, and the Trust and the Company agree to promptly prepare any amendment or supplement to the Registration Statement, the Prospectus or in any such other document or arrangement that effects any such changes. As used in this Agreement, the terms "Underwriter" and "Exchange Underwriter" include, for all purposes of this Agreement unless the context requires otherwise, any party not listed in Schedule 1 hereto that, pursuant to this Section 11, purchases Exchange Units that a defaulting Exchange Underwriter agreed but failed to purchase.

(ii) If, after giving effect to any arrangements for the purchase of the Exchange Units of a defaulting Exchange Underwriter or Exchange Underwriters by the non-defaulting Exchange Underwriters and the Trust and the Company as provided in paragraph (a)(i) above, the total number of Exchange Units that remains unpurchased does not exceed one-eleventh of the total number of all the Exchange Units, then the Trust and the Company shall have the right to require each non-defaulting Exchange Underwriter to purchase the total number of Exchange Units that such Exchange Underwriter agreed to purchase hereunder plus such Exchange Underwriter's pro rata share (based on the total number of Exchange Units that such Exchange Underwriter agreed to purchase hereunder) of the Exchange Units of such defaulting Exchange Underwriter or Exchange Underwriters for which such arrangements have not been made; provided that the non-defaulting Exchange Underwriters shall not be obligated to purchase more than 110% of the total number of Exchange Units that it agreed to purchase on such Delivery Date pursuant to the terms of Section 3.

- (iii) If, after giving effect to any arrangements for the purchase of the Exchange Units of a defaulting Exchange Underwriter or Exchange Underwriters by the non-defaulting Exchange Underwriters and the Trust and the Company as provided in paragraph (a)(i) above, the total number of shares of Exchange Units that remains unpurchased exceeds one-eleventh of the total number of Exchange Units, or if the Trust and the Company shall not exercise the right described in paragraph (a)(ii) above, then this Agreement shall terminate without liability on the part of the non-defaulting Exchange Underwriters or the non-defaulting Non-Exchange Underwriters. Any termination of this Agreement pursuant to this Section 11(a) shall be without liability on the part of the Trust or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Sections 8 and 13 and except that the provisions of Section 10 shall not terminate and shall remain in effect.
- (iv) Nothing contained herein shall relieve a defaulting Exchange Underwriter of any liability it may have to the Company or any non-defaulting Exchange Underwriter for damages caused by its default.

### (b) Defaulting Non-Exchange Underwriters.

(i) If, on any Delivery Date, any Non-Exchange Underwriter defaults in its obligations to purchase the Non-Exchange Units that it has agreed to purchase under this Agreement, the remaining non-defaulting Non-Exchange Underwriters may in their discretion arrange for the purchase of such Non-Exchange Units by the non-defaulting Non-Exchange Underwriters or other persons satisfactory to the Trust and the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Non-Exchange Underwriter, the non-defaulting Non-Exchange Underwriters do not arrange for the purchase of such Non-Exchange Units, then the Trust and the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Non-Exchange Underwriters to purchase such Non-Exchange Units on such terms. In the event that within the respective prescribed periods, the non-defaulting Non-Exchange Underwriters notify the Trust and the Company that they have so arranged for the purchase of such Non-Exchange Units, or the Trust and the Company notifies the non-defaulting Non-Exchange Underwriters that they have so arranged for the purchase of such Non-Exchange Units, either the non-defaulting Non-Exchange Underwriters or the Company may postpone such Delivery Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Trust, counsel for the Company or counsel for the Non-Exchange Underwriters may be necessary in the Registration Statement, the Prospectus or in any other document or arrangement, and the Company agree to promptly prepare any amendment or supplement to the Registration Statement, the Prospectus or in any such other document or arrangement

that effects any such changes. As used in this Agreement, the terms "Underwriter" and "Non-Exchange Underwriter" include, for all purposes of this Agreement unless the context requires otherwise, any party not listed in <u>Schedule 1</u> hereto that, pursuant to this Section 11, purchases Non-Exchange Units that a defaulting Non-Exchange Underwriter agreed but failed to purchase.

- (ii) If, after giving effect to any arrangements for the purchase of the Non-Exchange Units of a defaulting Non-Exchange Underwriter or Non-Exchange Underwriters by the non-defaulting Non-Exchange Underwriters and the Trust and the Company as provided in paragraph (b)(i) above, the total number of Non-Exchange Units that remains unpurchased does not exceed one-eleventh of the total number of all the Non-Exchange Units, then the Trust and the Company shall have the right to require each non-defaulting Non-Exchange Underwriter to purchase the total number of Non-Exchange Units that such Non-Exchange Underwriter agreed to purchase hereunder plus such Non-Exchange Underwriter's pro rata share (based on the total number of Non-Exchange Units that such Non-Exchange Underwriter agreed to purchase hereunder) of the Non-Exchange Units of such defaulting Non-Exchange Underwriter or Non-Exchange Underwriters for which such arrangements have not been made; provided that the non-defaulting Non-Exchange Underwriters shall not be obligated to purchase more than 110% of the total number of Non-Exchange Units that it agreed to purchase on such Delivery Date pursuant to the terms of Section 3.
- (iii) If, after giving effect to any arrangements for the purchase of the Non-Exchange Units of a defaulting Non-Exchange Underwriter or Non-Exchange Underwriters by the non-defaulting Non-Exchange Underwriters and the Trust and the Company as provided in paragraph (b)(i) above, the total number of shares of Non-Exchange Units that remains unpurchased exceeds one-eleventh of the total number of Non-Exchange Units, or if the Trust and the Company shall not exercise the right described in paragraph (b)(ii) above, then this Agreement shall terminate without liability on the part of the non-defaulting Exchange Underwriters or the non-defaulting Non-Exchange Underwriters. Any termination of this Agreement pursuant to this Section 11(b) shall be without liability on the part of the Trust or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Sections 8 and 13 and except that the provisions of Section 10 shall not terminate and shall remain in effect.
- (iv) Nothing contained herein shall relieve a defaulting Non-Exchange Underwriter of any liability it may have to the Company or any non-defaulting Non-Exchange Underwriter for damages caused by its default.

- 12. *Termination*. The obligations of the Underwriters hereunder may be terminated by the Representatives by notice given to and received by the Company and the Trust prior to delivery of and payment for the Firm Units if, prior to that time, any of the events described in Sections 9(n) and 9(o) shall have occurred or if the Underwriters shall decline to purchase the Units for any reason permitted under this Agreement.
- 13. Reimbursement of Underwriters' Expenses. If (a) the Company shall fail to tender the Units for delivery to the Underwriters for any reason, or (b) the Underwriters shall decline to purchase the Units for any reason permitted under this Agreement, the Company will reimburse the Underwriters for all reasonable out-of-pocket expenses (including fees and disbursements of counsel for the Underwriters) incurred by the Underwriters in connection with this Agreement and the proposed purchase of the Units, and upon demand the Company shall pay the full amount thereof to the Representatives. If this Agreement is terminated pursuant to Section 11 by reason of the default of one or more Underwriters, the Company shall not be obligated to reimburse any defaulting Underwriter on account of those expenses.
- 14. Research Analyst Independence. Each of the Company and the Trust acknowledges that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company, the Trust and/or the offering that differ from the views of their respective investment banking divisions. Each of the Company and the Trust hereby waives and releases, to the fullest extent permitted by law, any claims that the Company or the Trust, as the case may be, may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company or the Trust by such Underwriters' investment banking divisions. Each of the Company and the Trust acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.
- 15. No Fiduciary Duty. The Company and the Trust each acknowledges and agrees that in connection with this offering and sale of the Units or any other services the Underwriters may be deemed to be providing hereunder, notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by the Underwriters: (a) no fiduciary or agency relationship between the Company, the Trust and any other person, on the one hand, and the Underwriters, on the other, exists; (b) the Underwriters are not acting as advisors, expert or otherwise, to either the Company or the Trust, including, without limitation, with respect to the determination of the public offering price of the Units, and such relationship between the Company and the Trust, on the one hand, and the Underwriters, on the other, is entirely and solely commercial, based on armslength negotiations; (c) any duties and obligations that the Underwriters may have to the Company or the Trust shall be limited to those duties and obligations specifically stated herein; and (d) the Underwriters and their respective affiliates may have interests that differ from those

of the Company and the Trust. The Company and the Trust each hereby waives any claims that the Company or the Trust may have against the Underwriters with respect to any breach of fiduciary duty in connection with this offering.

- 16. Notices, etc. All statements, requests, notices and agreements hereunder shall be in writing, and:
- (a) if to the Underwriters, shall be delivered or sent by mail or facsimile transmission to Barclays Capital Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Syndicate Registration (Fax: 646-834-8133)), with a copy, in the case of any notice pursuant to Section 10(c), to the Director of Litigation, Office of the General Counsel, Barclays Capital Inc., 200 Park Avenue, New York, New York 10166;
- (b) if to the Company, shall be delivered or sent by mail or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Jon S. Brumley, President and Chief Executive Officer (Fax: •); and
- (c) if to the Trust, shall be delivered or sent by mail or facsimile transmission to the address of the Trust set forth in the Registration Statement, Attention: Michael J. Ulrich (Fax: 512-479-2253).

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Company and the Trust shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriters by Barclays Capital Inc. on behalf of the Representatives.

- 17. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Company, the Trust and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (a) the representations, warranties, indemnities and agreements of the Company and the Trust contained in this Agreement shall also be deemed to be for the benefit of the directors, officers, employees and agents of the Underwriters and each person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Securities Act, (b) the representations and warranties of the Company contained in this Agreement shall also be deemed to be for the benefit of the Trustee, and (c) the indemnity agreement of the Underwriters contained in Section 10(c) of this Agreement shall be deemed to be for the benefit of the trustees of the Trust, the directors of the Company or the Trust, the officers of the Company or the Trust who have signed the Registration Statement and any person controlling the Company or the Trust within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 17, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 18. *Survival*. The respective indemnities, representations, warranties and agreements of the Company, the Trust and the Underwriters contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Units and shall remain in full force and effect, regardless of any

investigation made by or on behalf of any of them or any person controlling any of them.

- 19. *Definition of the Terms "Business Day"*, "*Affiliate" and "Subsidiary"*. For purposes of this Agreement, (a) "**business day**" means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close and (b) "**affiliate**" and "**subsidiary**" shall have the meanings set forth in Rule 405 under the Securities Act.
  - 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 21. Waiver of Jury Trial. The Trust, the Company and the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
- 22. *Patriot Act*. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Trust, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.
- 23. *Counterparts*. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.
- 24. Limitation of Trustee's Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by the Trustee not individually or personally, but solely as Trustee in the exercise of the powers and authority conferred and vested in it and (b) under no circumstances shall the Trustee be liable for any liability of the Trust or for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.
- 25. *Headings*. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[Signature pages follow]

If the foregoing correctly sets forth the agreement among the Company, the Trust and the Underwriters, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

## ENDURO RESOURCE PARTNERS LLC

By: /s/ Jon S. Brumley

Name: Jon S. Brumley

Title: President and Chief Executive Officer

## ENDURO ROYALTY TRUST

By: The Bank of New York Mellon Trust Company, N.A., *Trustee* 

By: /s/ Michael J. Ulrich

Name: Michael J. Ulrich Title: Vice President

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## Accepted:

BARCLAYS CAPITAL INC. CITIGROUP GLOBAL MARKETS INC. GOLDMAN, SACHS & CO. RBC CAPITAL MARKETS, LLC WELLS FARGO SECURITIES, LLC

For themselves and as Representatives of the several Underwriters named in <u>Schedule 1</u> hereto

By: BARCLAYS CAPITAL INC.

By: /s/ Victoria Hale
Authorized Representative

By: CITIGROUP GLOBAL MARKETS INC.

By: /s/ R. Kenley Steeg
Authorized Representative

By: GOLDMAN, SACHS & CO.

By: /s/ Goldman, Sachs & Co.
Authorized Representative

By: RBC CAPITAL MARKETS, LLC

By: /s/ Joseph L. Morea

Authorized Representative

By: WELLS FARGO SECURITIES, LLC

By: /s/ David Herman

Authorized Representative

	Numbe	Number of Firm Units	
II- J:	Number of	Number of Non-	
Underwriters  Product Control Long	Exchange Units	Exchange Units	
Barclays Capital Inc.	_	2,244,000	
Citigroup Global Markets Inc.	2,244,000	_	
Goldman, Sachs & Co.	2,244,000	_	
RBC Capital Markets, LLC	_	2,244,000	
Wells Fargo Securities, LLC	2,244,000		
J.P Morgan Securities LLC	_	528,000	
Morgan Keegan & Company, Inc.	_	396,000	
Robert W. Baird & Co. Incorporated	_	396,000	
Stifel, Nicolaus & Company, Incorporated	_	396,000	
Wunderlich Securities, Inc.		264,000	
Total	6,732,000	6,468,000	

# PERSONS DELIVERING LOCK-UP AGREEMENTS

# **Directors and Officers**

Jon S. Brumley
David Leuschen
Pierre F. Lapeyre, Jr.
N. John Lancaster
I. Jon Brumley
John W. Arms
Kimberly A. Weimer
Bill R. Pardue

David J. Grahek

# ORALLY CONVEYED PRICING INFORMATION

- 1. \$22.00 per Unit
- 2. 13,200,000 Units offered

## ISSUER FREE WRITING PROSPECTUSES

None

## JOA ELECTIONS

PROPERTY NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84067.017.00	LOST TANK 4 FEDERAL 18	EDDY	NM	3001537895	0.0000000	0.0000000	0.5000000	0.4375000		

### SPECIFIED AGREEMENTS

Credit Agreement dated December 1, 2010, among Enduro Resource Partners LLC, a Delaware limited liability company, each lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer (as amended, the "*Credit Agreement*"), as amended

First Amendment to the Credit Agreement dated February 28, 2011, among Enduro Resource Partners LLC, each lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer

Second Amendment to the Credit Agreement dated August 8, 2011, among Enduro Resource Partners LLC, each lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer

Security Agreement dated as of December 1, 2010 of Enduro Resource Partners LLC in favor of Bank of America, N.A., as administrative agent under the Credit Agreement.

#### FORM OF LOCK-UP LETTER AGREEMENT

Barclays Capital Inc.
As Representative of the several
Underwriters named in Schedule 1,
c/o Barclays Capital Inc.
200 Park Avenue
New York, New York 10166

Ladies and Gentlemen:

The undersigned understands that you and certain other firms (the "Underwriters") propose to enter into an Underwriting Agreement (the "Underwriting Agreement") providing for the purchase by the Underwriters of trust units (the "Units") of beneficial interest of Enduro Royalty Trust, a Delaware Statutory Trust (the "Trust"), and that the Underwriters propose to reoffer the Units to the public (the "Offering").

In consideration of the execution of the Underwriting Agreement by the Underwriters, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that, without the prior written consent of Barclays Capital Inc., on behalf of the Underwriters, the undersigned will not, directly or indirectly, (1) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Units (including, without limitation, Units that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Units that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Units, (2) enter into any swap or other derivative transaction that transfers to another, in whole or in part, any of the economic consequences of ownership of Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Units or other securities, in cash or otherwise, (3) make any demand for or exercise any right or file or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Units or securities convertible, exercisable or exchangeable into Units or any other securities of the Trust or (4) publicly disclose the intention to do any of the foregoing, for a period commencing on the date hereof and ending on the 180th day after the date of the Prospectus relating to the Offering (such 180-day period, the "Lock-Up Period").

Notwithstanding the foregoing, if (1) during the last 17 days of the Lock-Up Period, the Trust issues an earnings release or material news or a material event relating to the Trust occurs or (2) prior to the expiration of the Lock-Up Period, the Trust announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed by this Lock-Up Letter Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the announcement of the material news or the

occurrence of the material event, unless such extension is waived by Barclays Capital Inc. in writing.

In furtherance of the foregoing, the Trust and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Letter Agreement.

It is understood that, if the Trust notifies the Underwriters that it does not intend to proceed with the Offering, if the Underwriting Agreement does not become effective, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Units, the undersigned will be released from its obligations under this Lock-Up Letter Agreement.

The undersigned understands that the Company and the Underwriters will proceed with the Offering in reliance on this Lock-Up Letter Agreement.

Whether or not the Offering actually occurs depends on a number of factors, including market conditions. Any Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation among the Trust, Enduro Resource Partners LLC and the Underwriters.

[Signature page follows]

	Very truly yours,
	By: Name: Title:
Dated:	
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The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that,

upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the

undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

#### FORM OF OPINION OF LATHAM & WATKINS LLP

- 1. The Company is a limited liability company duly formed under the laws of the State of Delaware with limited liability company power and authority to own its properties and to conduct its business as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus. With your consent, based solely on certificates from public officials, we confirm that the Company is validly existing and in good standing under the laws of the State of Delaware.
- 2. Enduro Operating LLC is a limited liability company duly formed under the laws of the State of Texas with limited liability company power and authority to own its properties, including the Net Profits Interest, and to convey all right, title and interest in the Net Profits Interest to Enduro Texas as contemplated in the Double Survivor Merger Agreement. With your consent, based solely on certificates from public officials, we confirm that Enduro Operating LLC is validly existing and in good standing under the laws of the State of Texas.
- 3. Enduro Texas LLC is a limited liability company duly formed under the laws of the State of Texas with limited liability company power and authority to own its properties, including the Net Profits Interest, and to convey all right, title and interest in the Net Profits Interest to the Trust as contemplated in the Trust Merger Agreement. With your consent, based solely on certificates from public officials, we confirm that Enduro Texas LLC is validly existing and in good standing under the laws of the State of Texas.
- 4. The Company has limited liability company power and authority to enter into the Underwriting Agreement, the Registration Rights Agreement and the Amended and Restated Trust Agreement. The execution, delivery and performance of the Underwriting Agreement, the Registration Rights Agreement and the Amended and Restated Trust Agreement have been duly authorized by all necessary limited liability company action of the Company; and each of the Underwriting Agreement, the Registration Rights Agreement and the Amended and Restated Trust Agreement has been duly executed and delivered by the Company.
- 5. Enduro Operating LLC has limited liability company power and authority to enter into the Double Survivor Merger Agreement, the Conveyance and the Conveyance Supplement. The execution, delivery and performance of the Double Survivor Merger Agreement, the Conveyance and the Conveyance Supplement have been duly authorized by all necessary limited liability company action of Enduro Operating LLC; the Double Survivor Merger Agreement, the Conveyance and the Conveyance Supplement have been duly executed and delivered by Enduro Operating LLC; and the Double Survivor Merger Agreement, the Conveyance and the Conveyance Supplement are legally valid and binding agreements of Enduro Operating LLC, enforceable against it in accordance with their

respective terms.

- 6. Enduro Texas LLC has limited liability company power and authority to enter into the Double Survivor Merger Agreement, the Conveyance, the Conveyance Supplement and the Trust Merger Agreement. The execution, delivery and performance of the Double Survivor Merger Agreement, the Conveyance, the Conveyance Supplement and the Trust Merger Agreement have been duly authorized by all necessary limited liability company action of Enduro Texas LLC; the Double Survivor Merger Agreement, the Conveyance Supplement and the Trust Merger Agreement have been duly executed and delivered by Enduro Texas LLC; and the Double Survivor Merger Agreement, the Conveyance, the Conveyance Supplement and the Trust Merger Agreement are the legally valid and binding agreements of Enduro Texas LLC, enforceable against it in accordance with their respective terms.
- 7. The execution and delivery of the Underwriting Agreement and the Registration Rights Agreement, and the execution, delivery and performance of the Double Survivor Merger Agreement, the Conveyance, the Trust Merger Agreement, the Conveyance Supplement and the Amended and Restated Trust Agreement by the parties thereto, and the issuance of the Units by the Trust and the sale of the Units by the Company do not on the date hereof:
  - i. violate the Organizational Documents of the Company, Enduro Operating LLC or Enduro Texas LLC;
  - ii. result in the breach of or a default under any of the Specified Agreements set forth in Schedule 6 to this Agreement;
  - iii. violate any federal or Texas statute, rule or regulation applicable to the Company, Enduro Operating LLC, Enduro Texas LLC or the Trust;
  - iv. result in the creation of any security interest in, or lien upon any property (including, without limitation, the Subject Interests) or assets of the Trust under any of the Specified Agreements; or
  - v. require any consents, approvals, or authorizations to be obtained by the Company, Enduro Operating LLC, Enduro Texas LLC or the Trust from, or any registrations, declarations or filings to be made by the Company, Enduro Operating LLC, Enduro Texas LLC or the Trust with, any governmental authority under any federal or Texas statute, rule or regulation applicable to the Company, Enduro Operating LLC, Enduro Texas LLC or the Trust or under the Delaware LLC Act, on or prior to the date hereof that have not been obtained or made.
- 8. The Registration Statement has become effective under the Act. To the best of our knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the Act and no proceedings therefor have been initiated or threatened by the Commission. The most recent Preliminary Prospectus has been filed in accordance with Rule 424(b) under the Act and the Prospectus has been filed in

accordance with Rule 424(b) and 430A under the Act.

- 9. The Registration Statement at \_\_\_, 2011, including the information deemed to be a part thereof pursuant to Rule 430A under the Act, and the Prospectus, as of its date and as of the date hereof, each appeared on their face to be appropriately responsive in all material respects to the applicable form requirements for registration statements on Form S-1 under the Act and the rules and regulations of the Commission thereunder; it being understood, however, that we express no view with respect to Regulation S-T or oil and gas reserves data or reports, financial statements, schedules, or other financial data, included in or omitted from, the Registration Statement or the Prospectus. For purposes of this paragraph, we have assumed that the statements made in the Registration Statement and the Prospectus are correct and complete.
- 10. The statements in the Registration Statement, Preliminary Prospectus and the Prospectus under the captions "Prospectus Summary," "The Trust," "Description of Trust Agreement," and "Description of Trust Units," insofar as they purport to constitute a summary of the terms of the Trust Units, and under the captions "Prospectus Summary," "The Trust," "The Underlying Properties Environmental Matters and Regulation," "Information About Enduro Resource Partners LLC (Enduro Sponsor) Description of the Enduro Sponsor Limited Liability Company Agreement," "Computation of Net Proceeds," "Description of Trust Agreement," "Description of Trust Units," and "ERISA Considerations," insofar as they purport to describe or summarize certain provisions of the documents or Texas or U.S. federal laws referred to therein, are accurate descriptions or summaries in all material respects.
- 11. Neither the Trust nor the Company is, and immediately after giving effect to the sale of the Units in accordance with the Underwriting Agreement and the application of the proceeds as described in the Prospectus under the caption "Use of Proceeds," neither the Trust nor the Company will be required to be, registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
- 12. To the best of our knowledge, neither the Trust nor the Company is a party to any agreement that would require the inclusion in the Registration Statement of Trust Units owned by any person or entity other than the Company.
- 13. The Double Survivor Merger became effective under the Texas Business Organizations Code (the "*TBOC*") at the effective time set forth in the DS Certificate of Merger. Under Section 10.008 of the TBOC, pursuant to the Double Survivor Merger Agreement and the Conveyance, upon the effectiveness of the Double Survivor Merger, all rights, title and interest to the Net Profits Interests were allocated to and vested in Enduro Texas LLC as a survivor of the Double Survivor Merger, without reversion or impairment, any further act or deed or any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon.
- 14. The Trust Merger became effective under the TBOC at the effective time set forth in the Trust Certificate of Merger. Under Section 10.008 of the TBOC, as provided in the Trust Merger Agreement and upon the effectiveness of the Trust Merger, all rights, title and

interest to all of the real estate and other property and the liability and obligations of Enduro Texas LLC were allocated to and vested in the Trust, without reversion or impairment, any further act or deed or any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon.

15. The Conveyance is in a form legally sufficient to convey all right, title and interest of Enduro Operating LLC in and to the Net Profits Interest to the grantee thereunder and complies with the recording acts of the State of Texas; the recording of the Conveyance and the Conveyance Supplement in the appropriate real property records in each county in the State of Texas where the Subject Interests (as defined in the Conveyance) are located will cause the Net Profits Interest to constitute a fully conveyed and vested real property interest and is sufficient to provide the grantee thereunder the protections afforded under the recording acts of the State of Texas against purchasers or creditors of Enduro Operating LLC or Enduro Texas LLC subsequently acquiring interests in the Subject Interests, and, following the filing of the Conveyance and the Conveyance Supplement in each county in the State of Texas where the Subject Interests are located, such purchasers and creditors of Enduro Operating LLC and Enduro Texas LLC will be deemed to purchase with notice of, and subject to, such Net Profits Interest.

16. Upon indication by book entry that the Units listed on Schedule 1 to the Underwriting Agreement have been credited to a securities account maintained by the several Underwriters at The Depository Trust Company ("**DTC**") and payment therefor in accordance with the Underwriting Agreement, the several Underwriters will acquire a security entitlement with respect to such Units and, under the New York UCC, an action based on an adverse claim to the Units, whether framed in conversion, replevin, constructive trust, equitable lien or other theory may not be asserted against the several Underwriters.

Such counsel shall state that they have reviewed the Registration Statement, the most recent Preliminary Prospectus and the Prospectus and have participated in conferences with officers and other representatives of the Company and the Trust, the independent registered public accounting firm of the Trust and the Company and representatives of the Underwriters, at which the contents of the Registration Statement, the most recent Preliminary Prospectus and the Prospectus and related matters were discussed, and although such counsel has not independently verified, is not passing upon, and is not assuming any responsibility for the accuracy, completeness or fairness of the statements contained in, the Registration Statement, the most recent Preliminary Prospectus and the Prospectus (except to the extent specified in the foregoing opinions), based on the foregoing, no facts have come to such counsel's attention that lead such counsel to believe that:

- (a) the Registration Statement, at the Effective Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading;
- (b) the Pricing Disclosure Package, as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made,

not misleading; or

(c) the Prospectus, as of its date or as of the Closing Date or the Additional Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading,

it being understood that such counsel expresses no statement or belief with respect to (a) the financial statements and related schedules, including the notes thereto and the independent public accounting firm's report thereon, (b) the oil and gas reserve data or (c) other financial data contained therein or omitted therefrom.

In rendering such opinion, such counsel may state that its opinion is limited to matters governed by the federal laws of the United States of America, the laws of the State of New York, the State of Texas and the State of Delaware and that such counsel is not admitted in the State of Delaware.

## EXHIBIT B-1B

## FORM OF TAX OPINION OF LATHAM & WATKINS LLP

Based on such facts and subject to the qualifications, assumptions and limitations set forth in the opinion and in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, our opinion that is filed as Exhibit 8.1 to the Registration Statement is confirmed, and the Underwriters may rely upon such opinion as if it were addressed to them.

B-1B-1

#### FORM OF OPINION OF GORDON, ARATA, MCCOLLAM, DUPLANTIS & EAGAN, LLC

- 1. Each of Enduro Management and Enduro Operating is duly registered or qualified, and in good standing, with the Louisiana Secretary of State to do business in the State of Louisiana.
- 2. Assuming that neither the Trust nor the Trustee is otherwise transacting business in, or qualified to do business in, Louisiana, (a) the Trustee is not required to qualify with the Louisiana Secretary of State to transact business, or to appoint an agent for service of process, in the State of Louisiana solely as a result of the activities of the Trustee authorized pursuant to the Amended Trust Agreement, (b) the activities of the Trustee will not require the appointment of an ancillary trustee in the State of Louisiana and (c) the Trust is not required to qualify with the Louisiana Secretary of State to transact business in the State of Louisiana, or to appoint an agent for service of process in the State of Louisiana, solely as a result of the conveyance of the Net Profits Interest under the Conveyance and the Conveyance Supplement.
- 3. The Conveyance, as amended and supplemented by the Conveyance Supplement, constitutes a valid and binding agreement of Enduro Operating under the laws of State of Louisiana, enforceable against Enduro Operating in accordance with its terms. The Conveyance and the Conveyance Supplement are collectively adequate and sufficient under the laws of the State of Louisiana to transfer, in favor of the Trustee, title to that portion of the Net Profits Interest constituting immovable property that is located in the State of Louisiana and is accurately and specifically described therein as being conveyed thereby. Each of the Conveyance and the Conveyance Supplement is in sufficient form for filing for registry in the conveyance records of each Louisiana parish where any portion of any Lease is located and, for purposes of Louisiana's law of registry, shall have effect against third persons from the time it is filed for registry in such conveyance records.
- 4. Under article 171 of the Louisiana Mineral Code, "[a] co-owner of the lessee's interest in a mineral lease may create a dependent right such as an overriding royalty, production payment, net profits interest, or other non-operating interest out of his undivided interest without the consent of his co-owner" and "may also transfer all or part of his undivided interest." Article 16 of the Louisiana Mineral Code provides that the mineral rights that may be created by the landowner include the mineral lease and are real rights, and article 17 of the Louisiana Mineral Code provides that a mineral right is an incorporeal immovable. Further, in an opinion decided before the Louisiana Mineral Code was enacted in 1974, the federal Fifth Circuit held that a net profits interest in a Louisiana mineral lease was a royalty interest subject to Louisiana's severance tax. See Louisiana Land & Expl. Co. v. Donnelly, 394 F.2d 273 (5th Cir. 1968). Based on the foregoing, it is reasonable to conclude that a Louisiana court would classify the portion of the Net Profits Interest affecting Leases located in the State of Louisiana as a real right and an incorporeal immovable under Louisiana law.
- 5. A beneficial owner of a Unit of the Trust will not, solely by virtue of said ownership, be subject to personal liability under the laws of the State of Louisiana for any

activities of the Trustee that are both authorized under the Amended Trust Agreement and described in the Registration Statement, the Preliminary Prospectus and the Prospectus.

6. No consent of any Louisiana court, governmental agency or body having jurisdiction over and with respect to the Trustee, the Company or their respective properties is required in connection with (i) the issuance of the Trust Units by the Trust and sale of the Trust Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of the Underwriting Agreement and the Operative Agreements by the parties thereto or (iii) the consummation of the Transactions and any other transactions contemplated in the Underwriting Agreement and the Operative Agreements, except (A) for consents required under applicable state securities or "Blue Sky" laws, (B) for such consents that have been, or prior to the Initial Delivery Date will be, obtained or made, (C) for such consents that, if not obtained, would not reasonably be expected to materially impair the ability of the Trustee or the Company to consummate the Transactions or any other transactions provided for in the Underwriting Agreement or the Transaction Documents, (D) except as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus and (E) except for the payment of applicable filing fees and costs in connection with any filings referenced in paragraph 3 above.

7. None of (i) the issuance of the Trust Units by the Trust and sale of the Trust Units by the Company as described in the Registration Statement, the Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of any Operative Agreement by the parties thereto or (iii) the consummation of the Transactions and any other transactions contemplated in the Subject Agreements violates or will violate any Louisiana law normally applicable to transactions of the type contemplated by the Underwriting Agreement and Conveyance (without consideration of any applicable state securities or "Blue Sky" laws) or, to our knowledge, violates or will violate any order, judgment, decree or injunction of any Louisiana court or governmental agency or body directed to the Trust or the Company or any of their respective properties or assets in a proceeding to which any of them or their respective properties or assets is a party or is bound, which violations would reasonably be expected to, individually or in the aggregate, materially impair the ability of the Trust or the Company to consummate the Transactions.

In rendering such opinion, such counsel may (i) rely in respect of matters of fact upon certificates of officers and other employees of the Company and the Trustee and upon information obtained from public officials, (ii) assume that all documents submitted to them as originals are authentic, that all copies submitted to them conform to the originals thereof, and that the signatures on all documents examined by them are genuine, (iii) state that their opinion is limited to the laws of the State of Louisiana and (iv) state that they express no opinion with respect to (A) any permits to own or operate any real or personal property or (B) state or local tax statutes to which the Company or the Trust may be subject.

### FORM OF OPINION OF HINKLE, HENSLEY, SHANOR & MARTIN, L.L.P.

- 1. Enduro Operating LLC is duly registered or qualified to do business and is in good standing as a foreign limited liability company in the State of New Mexico.
- 2. Neither the Trust nor the Trustee is required to qualify to transact business or appoint an agent for service of process in the State of New Mexico as a result of the ownership, operation or activities of the Trust or the Trustee with respect to the Trust (as all such activities are described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus), and such activities of the Trustee pursuant to the Trust Agreement will not require the appointment of an ancillary trustee in the State of New Mexico.
- 3. The Conveyance, as amended by the Conveyance Supplement, constitutes a valid and binding agreement of the Grantor (once executed by the Grantor to Enduro Texas) and the Trust (once executed by Enduro Texas and delivered by Enduro Texas to the Trust) under the laws of the State of New Mexico, enforceable against the Grantor and the Trust in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); the Conveyance and the Conveyance Supplement are adequate and sufficient under the laws of the State of New Mexico to transfer title to the Net Profits Interest to the Trust and each complies with the laws of the State of New Mexico relating to recording and filing laws and regulations; the recording of the Conveyance and the Conveyance Supplement in the appropriate real property records in each county in the State of New Mexico where the Subject Interests (as defined in the Conveyance) are located will cause the Conveyance and the Conveyance Supplement to constitute a fully conveyed and vested real property interest and is sufficient to provide the Trust the protections afforded under the recordation laws of the State of New Mexico against purchasers or creditors of the Grantor or Enduro Texas subsequently acquiring interests in the Subject Interests, and such purchasers and creditors of the Grantor and Enduro Texas will be deemed to purchase with notice of, and subject to, such Net Profits Interest.
- 4. A beneficial owner of a Unit of the Trust will not be subject to personal liability under the laws of the State of New Mexico solely by virtue of said ownership.
- 5. No consent of or with any New Mexico court, governmental agency or body having jurisdiction over the Trust, the Grantor or their respective properties is required in connection with (i) the issuance of the Trust Units by the Trust and sale of the Trust Units by the Company as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of the Agreement and the Operative Agreements by the parties thereto and (iii) the consummation of the Transactions and any other transactions contemplated by the Agreement and the Operative Agreements, except (A) for consents required under applicable state securities or "Blue Sky" laws in connection with the purchase and distribution of the Units by the Underwriters, (B) for such consents that have been, or prior to the Initial Delivery Date will be, obtained or made, (C) for such consents that, if not

obtained, would not reasonably be expected to materially impair the ability of the Trust or the Grantor to consummate the Transactions or any other transactions provided for in this Agreement or the Transaction Documents and (D) except as described in the Registration Statement.

- 6. None of (i) the issuance of the Trust Units by the Trust and sale of the Trust Units by the Company as described in the Registration Statement, Preliminary Prospectus and the Prospectus, (ii) the execution, delivery and performance of the Agreement and the Operative Agreements by the parties thereto or (iii) the consummation of the Transactions and any other transactions contemplated by the Agreement and the Operative Agreements, violates or will violate any New Mexico statute, law or regulation or any order, judgment, decree or injunction known to such counsel of any New Mexico court or governmental agency or body directed to the Trust or the Company or any of their respective properties or assets in a proceeding to which any of them or their respective properties or assets is a party or is bound.
- 7. Under the Bankruptcy Code, the character of a debtor's property is determined by applicable non-bankruptcy law. Therefore, in the event the Grantor or Enduro Texas becomes a debtor in a proceeding under the Bankruptcy Code, a bankruptcy court should find that the interests conveyed in the Conveyance (a) constitute real property interests under New Mexico law rather than contractual rights to receive payment, and (b) are not property of the Grantor's or Enduro Texas's bankruptcy estate and the Grantor or Enduro Texas, as a debtor in possession, or its trustee in bankruptcy, would not be able to reject the Conveyance as an executory contract.
- 8. The Double Survivor Merger and the Trust Merger became effective under New Mexico law prior to the Initial Delivery Date. The Double Survivor Merger is sufficient under the laws of the State of New Mexico to vest in Enduro Texas the Net Profits Interest. The Trust Merger is sufficient under the laws of the State of New Mexico to vest in the Trust as successor to Enduro Texas all of the rights of Enduro Texas in the Net Profits Interest.
- 9. The Certificates of Merger for the Double Survivor Merger and the Trust Merger are in a form legally sufficient for recordation in the appropriate public offices of the State of New Mexico, to the extent such recordation is required, and, upon proper recordation of any such Certificates of Merger in the appropriate records of the applicable counties of the State of New Mexico, will constitute notice to all third parties under the recordation statutes of the State of Texas concerning record title to the Net Profits Interest vested by operation of law pursuant to the Double Survivor Merger and the Trust Merger; and the offices of the County Clerk for each county in which the Subject Interests are located are the appropriate public offices in the State of New Mexico for the recordation of such Certificates of Merger.

In rendering such opinion, such counsel may (i) rely in respect of matters of fact upon certificates of officers and other employees of the Company and the Trustee and upon information obtained from public officials, (ii) assume that all documents submitted to them as originals are authentic, that all copies submitted to them conform to the originals thereof, and that the signatures on all documents examined by them are genuine, (iii) state that their opinion is limited to the laws of the State of New Mexico and (iv) state that they express no opinion with respect to (A) any permits to own or operate any real or personal property or (B) state or local tax statutes to which the Company or the Trust may be subject.

### FORM OF OPINION OF RICHARDS, LAYTON & FINGER, P.A.

- 1. The Trust has been duly formed and is validly existing in good standing as a statutory trust under the Delaware Statutory Trust Act, and all filings required under the laws of the State of Delaware with respect to the formation and valid existence of the Trust as a statutory trust have been made.
- 2. Under the Delaware Statutory Trust Act and the Trust Agreement, the Trust has the trust power and authority to own its property and conduct its business, all as described in the Registration Statement, the most recent Preliminary Prospectus and the Prospectus.
- 3. The Trust Agreement constitutes a legal, valid and binding obligation of the Company, the Trustee and the Delaware Trustee, and is enforceable against the Company, the Trustee and the Delaware Trustee, in accordance with its terms.
- 4. Under the Delaware Statutory Trust Act and the Trust Agreement, the Trust has the trust power and authority to issue the Trust Units to the Company, and to execute, deliver and perform its obligations under the this Agreement, the Trust Merger Agreement, the Conveyance, the Conveyance Supplement and the Registration Rights Agreement.
- 5. The Trust Units have been duly authorized for issuance by the Trust and upon issuance will constitute valid and, subject to the qualifications set forth in paragraph 8 below, fully paid and nonassessable undivided beneficial interests in the assets of the Trust.
  - 6. Each of the Operative Agreements to which the Trust is a party have been duly authorized by the Trust.
- 7. Neither the execution, delivery and performance by the Trust of the Operative Agreements to which the Trust is a party, nor the consummation by the Trust of any of the transactions contemplated thereby, (i) requires the consent or approval of, the withholding of objection on the part of, the giving of notice to, the filing, registration or qualification with, or the taking of any other action in respect of, any governmental authority or agency of the State of Delaware, other than the filing of the Certificate of Trust with the Secretary of State of the State of Delaware pursuant to the Trust Agreement, or (ii) violates the Trust Agreement, the Certificate of Trust or any law, rule or regulation of the State of Delaware applicable to the Trust.
- 8. Under the Delaware Statutory Trust Act, the Trust Unitholders, as beneficial owners of the Trust, are entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. Such counsel may note that the Trust Unitholders may be obligated to make payments as set forth in the Trust Agreement.
- 9. The Trust Merger became effective under the Delaware Statutory Trust Act at the effective time set forth in the Certificate of Merger. Under Section 3815(g) of the

Delaware Statutory Trust Act, upon the effectiveness of the Trust Merger, for all purposes of the laws of the State of Delaware, all of the rights, privileges and powers of Enduro Texas and all property, real, personal and mixed, and all debts due to the Enduro Texas, as well as all other things and causes of action belonging to Enduro Texas, shall be vested in the Trust, and shall thereafter be the property of the Trust, as the surviving entity of the Merger, as they were of Enduro Texas, and the title to any real property vested by deed or otherwise, under the laws of the State of Delaware, in Enduro Texas, shall not revert or be in any way impaired by reason of the Delaware Statutory Trust Act; but all rights of creditors and all liens upon any property of Enduro Texas shall be preserved unimpaired, and all debts, liabilities and duties of Enduro Texas shall thenceforth attach to the Trust and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Trust.

In rendering such opinion, such counsel may (i) rely in respect of matters of fact upon certificates of officers and other employees of the Company and upon information obtained from public officials, (ii) assume that all documents submitted to such counsel as originals are authentic, that all copies submitted to such counsel conform to the originals thereof, and that the signatures on all documents examined by such counsel are genuine and (iii) state that such opinions are limited to matters governed by the laws of the State of Delaware.

## **EXHIBIT B-5**

### FORM OF OPINION OF BRACEWELL & GIULIANI LLP

1. Assuming the due authorization thereto by the Trust, the Agreement and the Operative Agreements to which the Trust is a party have been validly executed and delivered by the Trust.

In rendering such opinion, such counsel may (i) rely in respect of matters of fact upon certificates of officers and other employees of the Company and upon information obtained from public officials, (ii) assume that all documents submitted to such counsel as originals are authentic, that all copies submitted to such counsel conform to the originals thereof, and that the signatures on all documents examined by such counsel are genuine and (iii) state that such opinions are limited to matters governed by the laws of the State of Delaware.

# EXHIBIT C

## NET REVENUE INTERESTS: WELLS

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
70000.001.00	ROOS PROP 2 1_LCV RA SU54	BOSSIER	LA	1701523129	0.0276145	0.0207109				
70000.002.00	TOOKE EST 2 1 ALT_LCV RA SU54	BOSSIER	LA	1701523330	0.0276145	0.0207109				
70000.003.00	CAMPBELL 2 1 ALT_LCV RA SU54	BOSSIER	LA	1701523409	0.0276145	0.0207109				
70000.004.00	CARSON 2 1 ALT_LCV RA SU54 CARSON 2 2 ALT LCV RA	BOSSIER	LA	1701523483	0.0276145	0.0207109				
70000.005.00	SU54 TOOKE T 2 1 ALT LCV RA	BOSSIER	LA	1701523552	0.0276145	0.0207109				
70000.006.00	SU54 CHARRY 2 1 ALT LCV RA	BOSSIER	LA	1701523657	0.0276147	0.0207109				
70000.007.00	SU54 CAMPBELL 2 3 ALT LCV	BOSSIER	LA	1701523665	0.0276147	0.0207109				
70000.008.00	RA SU54 CAMPBELL 2 2 ALT LCV	BOSSIER	LA	1701523905	0.0276145	0.0271066				
70000.009.00	RA SU54 JONES 2 1 ALT LCV RA	BOSSIER	LA	1701523904	0.0276000	0.0207000				
70000.010.00	SU54 KORAN GATHERING	BOSSIER	LA	1701523984	0.0276145	0.0207109				
70000.999.00	FACILITY BOZMAN 2 ALT HOSS RA	BOSSIER	LA		0.0013316	0.0000000				
70002.001.00	SU13 DANCE 3 ALT CV RA	BOSSIER	LA	1701523041	0.2215818	0.1624150				
70002.002.00	SU13 SWEENEY 1 HOSS RA	BOSSIER	LA	1701522987	0.2215818	0.1624150				
70002.003.00	SU13 DANCE 6 ALT CV RA	BOSSIER	LA	1701522821	0.2116392	0.1546828				
70002.004.00	SU13 BOZMAN 1 ALT CV RA	BOSSIER	LA	1701523048	0.2215820	0.1624151				
70003.001.00 70003.002.00	SU13 DANCE 1 CV RA SU13	BOSSIER BOSSIER	LA LA	1701522996 1701522972	0.2197274 0.2175285	0.1640533 0.1622332				
70003.002.00	DANCE I_CV RA 5015	DOSSIER	LA	1/013229/2	0.21/3203	0.1022332				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	DANCE 2 ALT_CV RA									
70003.003.00	SU13	BOSSIER	LA	1701522997	0.2347274	0.1752822				
	DANCE 4 ALT_CV RA									
70003.004.00	SU13	BOSSIER	LA	1701523042	0.2197270	0.1640534				
	DANCE 8 ALT_CV RA									
70003.005.00	SU13	BOSSIER	LA	1701523205	0.2197270	0.1640533				
	DANCE 7 ALT_CV RA									
70003.006.00	SU13	BOSSIER	LA	1701523154	0.2197274	0.1640533				
	DANCE 9 ALT_CV RA									
70003.007.00	SU13	BOSSIER	LA	1701523179	0.2197270	0.1640532				
	DANCE 9D ALT_LCV RA									
70003.007.01	SU59	BOSSIER	LA	1701523179	0.3084563	0.2215818				
	LISTER 1 ALT_CV RA									
70003.008.00	SU13	BOSSIER	LA	1701523320	0.2197274	0.1640533				
70003.009.00	USA 1 ALT_CV RA SU13	BOSSIER	LA	1701523300	0.2197274	0.1640533				
70003.010.00	DAVIS CV RA SU13 1_	BOSSIER	LA	1701520657	0.2053038	0.1503285				
	DANCE 11 ALT_CV RA									
70003.011.00	SU13	BOSSIER	LA	1701523356	0.2197274	0.1640533				
	LEMAY 1 ALT_CV RA									
70003.013.00	SU13	BOSSIER	LA	1701523403	0.2197274	0.1640533				
70003.014.00	DANCE 5	BOSSIER	LA	1701523039	0.2025863	0.1460238				
70003.015.00	DANCE 10	BOSSIER	LA	1701523155	0.1954883	0.1315090				
=00000000000000000000000000000000000000	SWEENEY 3 ALT_CV RA	D. C. C. C. T. D.		.=		0.4040=00				
70003.016.00	SU13	BOSSIER	LA	1701523435	0.2197274	0.1640533				
	LISTER 2 ALT_CV RA	D. C. C. C. T. D.		.=		0.4040=00				
70003.017.00	SU13	BOSSIER	LA	1701523442	0.2197274	0.1640533				
<b>5</b> 0000 040 00	DANCE 12ALT_CV RA	DOGGED		4504500400	0.0405054	0.4640500				
70003.018.00	SU13	BOSSIER	LA	1701523402	0.2197274	0.1640533				
<b>5</b> 0000 040 00	LISTER 3 ALT_CV RA	DOGGED	T 4	4504500500	0.0405054	0.4640500				
70003.019.00	SU13	BOSSIER	LA	1701523526	0.2197274	0.1640533				
<b>5</b> 0000 000 00	DANCE 15 ALT_CV RA	DOGGED		4504504050	0.0405054	0.465004.4				
70003.020.00	SU13	BOSSIER	LA	1701524050	0.2197274	0.1670214				
E0000 004 00	LISTER 6 1 ALT_CV RA	DOGGED	T 4	4504504500	0.0405054	0.4640500				
70003.021.00	SU13	BOSSIER	LA	1701524528	0.2197274	0.1640533				
70002 022 00	DANCE 6 1 ALT_CV RA	DOCCIED	т А	1501524401	0.2107274	0.1640533				
70003.022.00	SU13	BOSSIER	LA	1701524491	0.2197274	0.1640533				
70006.001.00	SWEENEY 2_LCV RA SU59	BOSSIER	LA	1701523199	0.3071621	0.2299610				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	SWEENEY 4 ALT CV RA									
70006.003.00	SU13	BOSSIER	LA	1701523439	0.2197274	0.1670219				
	SWEENEY 4D ALT HOSS									
70006.003.01	RA SU13	BOSSIER	LA	1701523439	0.2215820	0.1670225				
70006.004.00	LEMAY 2 ALT CV RA SU13	BOSSIER	LA	1701523634	0.2197274	0.1624150				
	LEMAY 2D ALT LCV RA									
70006.004.01	SU 59	BOSSIER	LA	1701523634	0.3084583	0.2299610				
	DANCE 14 ALT CV RA									
70006.005.00	SU13	BOSSIER	LA	1701523876	0.2197274	0.1670217				
	BOZMAN 3 ALT_CV RA									
70006.006.00	SU13	BOSSIER	LA	1701523827	0.2197274	0.1670216				
	DANCE 13 ALT_CV RA				V					
70006.007.00	SU13	BOSSIER	LA	1701523738	0.2197274	0.1670217				
	FEIST 1 ALT HOSS RA				0.220.2.					
70007.001.00	SU24	BOSSIER	LA	1701522911	0.3353713	0.2319473				
	FEIST 7 1 ALT CV RA									
70007.001.02	SU24	BOSSIER	LA	1701524558	0.3353713	0.2319473				
	PARKER H L 1 LCV RA				0.0000.20					
70007.002.00	SUA	BOSSIER	LA	1701522822	0.3353713	0.2319473				
	ROBERTSON 1 ALT LCV									
70007.003.00	RA SUA NC	BOSSIER	LA	1701520861	0.4437656	0.3292240				
	ROOS 4 ALT_HOSS RA									
70007.004.00	SU24	BOSSIER	LA	1701522937	0.3353713	0.2319473				
70007.005.00	ROOS 7 9 ALT	BOSSIER	LA	1701524432	0.3353712	0.2319473				
	ROOS 7 10 ALT_LCV RA									
70007.006.00	SUA	BOSSIER	LA	1701524487	0.4437656	0.3310828				
	ROOS 7 10D ALT_CV RA									
70007.006.01	SU24	BOSSIER	LA	1701524487	0.3353713	0.2319472				
	ROOS 7 11 ALT_LCV RA									
70007.007.00	SUA	BOSSIER	LA	1701524480	0.4437656	0.3310828				
	ROOS 7 11D ALT_CV RA									
70007.007.01	SU24	BOSSIER	LA	1701524480	0.3353713	0.2319472				
	ROOS 7 13 ALT_CV RA									
70007.008.00	SU24	BOSSIER	LA	1701524561	0.3353713	0.2319473				
70007.009.00	ROOS 7 12 ALT	BOSSIER	LA	1701524560	0.3353713	0.2319473				
70008.001.00	FEIST 2_TUSC VUA	BOSSIER	LA	1701523056	0.2468884	0.1801374				
70009.001.00	ROOS 5_LCV RA SUA	BOSSIER	LA	1701523093	0.4412653	0.3292241				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	COWEL 7 1 ALT_LCV RA									
70009.002.00	SUA	BOSSIER	LA	1701523456	0.4437655	0.3310777				
	COWEL 7 1D ALT_CV RA									
70009.002.01	SU24	BOSSIER	LA	1701523456	0.3353712	0.2319473				
70009.003.00	ROOS 7 7 ALT LCV	BOSSIER	LA	1701523546	0.4437656	0.3310828				
	ROOS 7 7D ALT CV RA SU									
70009.003.01	24	BOSSIER	LA	1701523546	0.3353712	0.2319473				
70009.004.00	FEIST 4 ALT_LCV RA SUA	BOSSIER	LA	1701523553	0.4437656	0.3310777				
	FEIST 4D ALT_CV RA									
70009.004.01	SU24	BOSSIER	LA	1701523553	0.3353713	0.2319472				
	ROOS 7 6 ALT_CV RA									
70009.005.00	SU24	BOSSIER	LA	1701523545	0.3353710	0.2319473				
	ROOS 7 6D ALT_LCV RA									
70009.005.01	SUA	BOSSIER	LA	1701523545	0.4437655	0.3310777				
	ROBERTSON 7 ALT_CV									
70009.006.00	RA SU24	BOSSIER	LA	1701523704	0.3353713	0.2319473				
	ROBERTSON 7D ALT_LCV									
70009.006.01	RA SUA	BOSSIER	LA	1701523704	0.4437656	0.3310777				
	ROOS 7 8 ALT; LCV RA									
70009.007.00	SUA	BOSSIER	LA	1701524325	0.4437656	0.3292240				
70010.001.00	GRIGSBY 1	BOSSIER	LA	1701520435	0.3389708	0.2333948				
	HOFFMAN RIBBLE 3									
70010.002.00	ALT_HOSS RA SU32	BOSSIER	LA	1701523108	0.3566799	0.2417940				
	HOFFMAN RIBBLE 2									
70010.003.00	ALT_LCV RA SUB	BOSSIER	LA	1701522903	0.3797543	0.2684815				
	HOFFMAN RIBBLE 2D									
70010.003.01	ALT_HOSS RA SU32	BOSSIER	LA	1701522903	0.3566799	0.2417940				
=	MCDOWELL 18 4 ALT_CV									
70010.004.00	RA SU32	BOSSIER	LA	1701522952	0.3797543	0.2887236				
	MCDOWELL 18 2			.==	0.0000040	0.0040400				
70010.005.00	ALT_HOSS RA SU32	BOSSIER	LA	1701522794	0.3393842	0.2312482				
=0011 000 00	MCDOWELL 18 1_LCV RA									
70011.002.00	SUB	BOSSIER	LA	1701522788	0.4454996	0.3334520				
70011.003.00	HOFFMAN RIBBLE 1	BOSSIER	LA	1701522868	0.4156744	0.2450307				
=	ELSTON 18 1 ALT_LCV RA			.==						
70011.004.00	SUB	BOSSIER	LA	1701523710	0.3797543	0.2887236				
E0044 00E 00	MCDOWELL 6 ALT_LCV	DOGGER	T 4	4504500500	0.05055.43	0.00000000				
70011.005.00	RA SUB	BOSSIER	LA	1701523720	0.3797543	0.2887236				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	MCDOWELL 5 ALT_LCV									
70011.006.00	RA SUB	BOSSIER	LA	1701523711	0.3797543	0.2887236				
	MCDOWELL 7 ALT_LCV									
70011.007.00	RA SUB	BOSSIER	LA	1701523733	0.3797543	0.2887236				
	KIRK 18 1 ALT_LCV RA									
70011.008.00	SUB	BOSSIER	LA	1701523764	0.3797543	0.2887236				
=	MCDOWELL 8 ALT_LCV	D. C. C. C. T. D.		.==						
70011.009.00	RA SUB	BOSSIER	LA	1701523734	0.3797543	0.2887236				
	MCDOWELL 18 10	D. C. C. C. T. D.		.==.						
70011.010.00	ALT_LCV RA SUB	BOSSIER	LA	1701523787	0.3797543	0.2887236				
E0044 044 00	HOFFMAN RIBBLE 6	DOCCIED	T 4	4504500550	0.05055.40	0.0007000				
70011.011.00	ALT_LCV RA SUB	BOSSIER	LA	1701523758	0.3797543	0.2887236				
70011 012 00	HOFFMAN RIBBLE 5	DOCCIED	т л	1701533040	0.3797543	0.2007226				
70011.012.00	ALT_LCV RA SUB	BOSSIER	LA	1701523848	0.3/9/543	0.2887236				
70011.013.00	MCDOWELL 9 ALT_LCV RA SUB	BOSSIER	LA	1701523804	0.3797543	0.2887236				
/0011.013.00	BROOKS 18 1 LCV RA	DUSSIER	LA	1/01525004	0.3/9/343	0.200/230				
70011.014.00	SUB	BOSSIER	LA	1701523901	0.3797543	0.2887236				
70011.014.00	BOSSIER PSH PJ 18 1	DOSSILIC	L/1	1701323301	0.5757545	0.2007250				
70011.015.00	ALT LCV RA SUB	BOSSIER	LA	1701523903	0.3797543	0.2887236				
70011.015.00	HOFFMAN RIBBLE 4	DOUBLER	221	1701525505	0.5757545	0.2007250				
70011.016.00	ALT LCV RA SUB	BOSSIER	LA	1701524201	0.3797543	0.2887236				
7 00111010100	MCDOWELL 1 HOSS RA	DOUDILIT	2.1	1,0102 1201	0.0707010	0,2007250				
70013.001.00	SU38	BOSSIER	LA	1701522843	0.1370817	0.0914884				
70013.002.00	MCDOWELL 3	BOSSIER	LA	1701522932	0.1389466	0.0955258				
70014.001.00	PARKER H L 2	BOSSIER	LA	1701522840	0.3905596	0.2685097				
70017.001.00	BRAZZEL 1	BOSSIER	LA	1701520448	0.2956046	0.2157531				
	BRAZZEL 3 ALT_CV RA									
70017.002.00	SU12	BOSSIER	LA	1701523153	0.2956046	0.2157550				
	DAVIS 1 1 ALT_HOSS RA									
70017.003.00	SU12	BOSSIER	LA	1701523184	0.2956046	0.2157531				
70017.004.00	KILLEN 10 ALT_CV RA 12	BOSSIER	LA	1701523174	0.2956046	0.2157531				
	KILLEN 11 ALT_CV RA									
70017.005.00	SU12	BOSSIER	LA	1701523273	0.2956046	0.2157531				
	KILLEN 15 ALT_CV RA									
70017.006.00	SU12	BOSSIER	LA	1701523290	0.2956045	0.2157531				
70017.007.00	KILLEN 5_CV RA SU12	BOSSIER	LA	1701522974	0.2956045	0.2157531				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
70017.008.00	KILLEN 1 6 ALT	BOSSIER	LA	1701523005	0.2956046	0.2151606				
	MURPHY 2 ALT_CV RA									
70017.009.00	SU12	BOSSIER	LA	1701523004	0.2956046	0.2157531				
	MURPHY 3 ALT CV RA									
70017.010.00	SU12	BOSSIER	LA	1701523036	0.2956046	0.2157531				
	KILLEN 9 ALT CV RA									
70017.011.00	SU12	BOSSIER	LA	1701523152	0.2956046	0.2157531				
	LONG DEHAN DANCE 1									
70017.012.00	ALT CV RA SU12	BOSSIER	LA	1701523175	0.2956046	0.2157531				
70017.012.00	LONG DEHAN DANCE 3	DOSSIER	D/I	1701525175	0.2350040	0.2107001				
70017.013.00	ALT CV RA SU12	BOSSIER	LA	1701523357	0.2956045	0.2157531				
70017.013.00	MURPHY 6 ALT CV RA	DOSSIER	LA	1/0132333/	0.2330043	0.213/331				
70017.014.00	SU12	BOSSIER	LA	1701523308	0.2956045	0.2157531				
70017.014.00	MURPHY 7ALT CV RA	DOSSIER	LA	1/01323300	0.2330043	0.213/331				
70017.015.00	SU12	BOSSIER	LA	1701523314	0.2956045	0.2157531				
/001/.015.00		DUSSIER	LA	1/01525514	0.2930043	0.215/551				
70017 016 00	KILLEN 16 ALT_CV RA	DOCCIED	т л	1701522200	0.2050045	0.2457524				
70017.016.00	SU12	BOSSIER	LA	1701523389	0.2956045	0.2157531				
70017 010 00	LONG DEHAN DANCE 2	DOCCIED	т А	1701522271	0.2056045	0.2457524				
70017.018.00	ALT_CV RA SU12	BOSSIER	LA	1701523371	0.2956045	0.2157531				
70017.019.00	BRAZZEL 2	BOSSIER	LA	1701522886	0.2556089	0.1810013				
	HENIGAN 1 ALT_CV RA									
70017.020.00	SU12	BOSSIER	LA	1701523455	0.2956045	0.2157531				
70017.021.00	KILLEN 1 2 ALT	BOSSIER	LA	1701524435	0.2956040	0.2151370				
	BRAZZEL 1 1 ALT_CV RA									
70017.022.00	SU12	BOSSIER	LA	1701524569	0.2956045	0.2157531				
70019.001.00	BRAZZEL 4	BOSSIER	LA	1701523222	0.2956046	0.2157531				
	KILLEN 7 ALT_HOSS RA									
70019.002.00	SU12	BOSSIER	LA	1701523046	0.2956046	0.2157531				
	KILLEN 8 ALT_HOSS RA									
70019.003.00	SU12	BOSSIER	LA	1701523047	0.3181046	0.2320854				
	MURPHY 5 ALT_HOSS RA									
70019.004.00	SU12	BOSSIER	LA	1701523053	0.2956046	0.2157531				
	MURPHY 1 1 ALT CV RA									
70019.005.00	SU12	BOSSIER	LA	1701524403	0.2956045	0.2157531				
	LONG DEHAN DANCE 1 1				1.2230010	1.2237 332				
70019.006.00	ALT CV RA SU12	BOSSIER	LA	1701524415	0.2956045	0.2157531				
	LONG DEHAN DANCE 1 2				2.2230013	5.2257551				
70019.007.00	ALT CV RA SU12	BOSSIER	LA	1701524559	0.2956045	0.2157531				
70013.007.00	7121_6 7 101 3012	DOUBLIN	LIL	1701324333	0.2330043	0.210/001				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
70020.001.00	MURPHY 1	BOSSIER	LA	1701522866	0.2846941	0.1957949				
	KINCAIDE 1 ALT_CV RA									
70021.001.00	SU11	BOSSIER	LA	1701523272	0.3589772	0.2690665				
70021.002.00	H L TOMPKINS 2	BOSSIER	LA	1701522986	0.3565162	0.2672206				
	TOMPKINS H L 3 ALT_CV									
70021.003.00	RA SU11	BOSSIER	LA	1701523002	0.3589772	0.2690665				
	TOMPKINS H L 4 ALT_CV									
70021.004.00	RA SU11	BOSSIER	LA	1701523027	0.3589772	0.2690665				
	TOMPKINS H L 7 ALT_CV									
70021.005.00	RA SU11	BOSSIER	LA	1701523151	0.3589772	0.2690665				
70021.006.00	WILLIS 1 ALT_CV RA SU11	BOSSIER	LA	1701523003	0.3589772	0.2690665				
70021.007.00	WILLIS 3 ALT_CV RA SU11	BOSSIER	LA	1701523173	0.3589772	0.2690665				
	TOMPKINS H L 9 ALT_CV									
70021.008.00	RA SU11	BOSSIER	LA	1701523289	0.3589771	0.2690665				
	TOMPKINS 2 3 ALT_LCV			.=						
70021.009.00	RA SU66	BOSSIER	LA	1701524424	0.3589771	0.2690664				
70022 001 00	DEGUEURCE 1 ALT_LCV	DOCCIED	Τ. Δ	1701500010	0.2500771	0.2000005				
70022.001.00	RA SU66	BOSSIER	LA	1701523312	0.3589771	0.2690665				
70022 002 00	WILLIS 4 ALT_LCV RA	DOCCIED	т А	1701522204	0.2500771	0.2000005				
70022.002.00	SU66 TOMPKINS H L 8 ALT LCV	BOSSIER	LA	1701523284	0.3589771	0.2690665				
70022.003.00	RA SU66	BOSSIER	т л	1701522240	0.3589771	0.2690665				
/0022.003.00	DEGUEURCE 2 ALT LCV	BUSSIER	LA	1701523349	0.3589//1	0.2690665				
70022.004.00	RA SU66	BOSSIER	LA	1701523391	0.3589771	0.2690665				
70022.004.00	ANDREWS 2 1 ALT LCV	BOSSIEK	LA	1/01323331	0.3303771	0.2090003				
70022.005.00	RA SU66	BOSSIER	LA	1701523472	0.3589771	0.2690665				
70022.003.00	KINCAIDE 2 ALT LCV RA	DOSSIER	LA	1/013234/2	0.5505771	0.2030003				
70022.006.00	SU66	BOSSIER	LA	1701523486	0.3589771	0.2690665				
70022.000.00	TOMPKINS H L 10	DOSSIER	LA	1701323400	0.5505771	0.2030003				
70022.007.00	ALT LCV RA SU66	BOSSIER	LA	1701523585	0.3589771	0.2690665				
70022.007.00	DEGUEURCE 4 ALT LCV	BOSSIER	Li i	1701020000	0.5505771	0.2030003				
70022.008.00	RA SU66	BOSSIER	LA	1701523853	0.3589771	0.2690664				
7 00221000100	DEGUEURCE 3 ALT LCV	BOSSIER	2.1	1701020000	0.0000771	0.200000.				
70022.009.00	RA SU66	BOSSIER	LA	1701524069	0.3589771	0.2690664				
. 22227000100	DEGUEURCE 2 1 ALT LCV			2. 0.202 1000		2.230001				
70022.010.00	RA SU66	BOSSIER	LA	1701524502	0.3518980	0.2690066				
70023.001.00	H L TOMPKINS 1	BOSSIER	LA	1701520416	0.3565162	0.2672206				
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PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	TOMPKINS H L 5									
70023.002.00	ALT_HOSS RA SU11	BOSSIER	LA	1701523038	0.3589772	0.2690665				
	WILLIS 2 ALT_HOSS RA									
70023.003.00	SU11	BOSSIER	LA	1701523055	0.3589772	0.2690664				
70023.004.00	TOMPKINS 2 1	BOSSIER	LA	1701524422	0.3589771	0.2690664				
	TOMPKINS 2 2 ALT CV RA									
70023.005.00	SU11	BOSSIER	LA	1701524423	0.3589771	0.2690664				
70023.006.00	TOMPKINS 2 5	BOSSIER	LA	1701524575	0.3619072	0.2712849				
	MOON LAKE DAIRY 16									
70024.001.00	1_CV RA SU58	BOSSIER	LA	1701523031	0.1019951	0.0815961				
	MOON LAKE DAIRY 16 3			.=0.=00.=.						
70025.001.00	ALT_LCV RA SUVV	CADDO	LA	1701733454	0.1019951	0.0815961				
E000E 000 00	MOON LAKE DAIRY 16 4	DOGGTED	T 4	450450000	0.4040054	0.0045064				
70025.002.00	ALT_LCV RA SUVV	BOSSIER	LA	1701523297	0.1019951	0.0815961				
E000E 000 00	MOON LAKE DAIRY 16 2	DOGGTED	T 4	450450000	0.4040054	0.0045064				
70025.003.00	LCV RA SU	BOSSIER	LA	1701523296	0.1019951	0.0815961				
70025.004.00	MOON LAKE DAIRY 16 5	CADDO	LA	1701722512	0.1019951	0.0815961				
	ALT_CV RA SU58 TAYLORTOWN 16 1	BOSSIER	LA LA	1701733512 1701523253						
70025.005.00		BUSSIER	LA	1/01523253	0.1019951	0.0815961				
70025.007.00	MOON LAKE DAIRY 16 6 ALT LCV RA SUV V	BOSSIER	LA	1701523419	0.1019951	0.0815961				
70025.007.00	MOON LAKE DAIRY 16 7	DUSSIER	LA	1/01525419	0.1019951	0.0015901				
70025.008.00	ALT LCV RA SUV V	BOSSIER	LA	1701523426	0.1019951	0.0815961				
70025.006.00	CAPLIS 16 1 ALT LCV RA	DUSSIER	LA	1/01525420	0.1019951	0.0015901				
70025.009.00	SUVV	BOSSIER	LA	1701523397	0.1019951	0.0815961				
70023.003.00	TAYLORTOWN 16 2	DOSSIEK	LA	1/0132333/	0.1013331	0.0013301				
70025.010.00	ALT LCV RA SUVV	BOSSIER	LA	1701523973	0.1019951	0.0815961				
70025.010.00	TAYLORTOWN 16 3	DOSSILK	L/1	1701323373	0.1013331	0.0015501				
70025.011.00	ALT LCV RA SUVV	BOSSIER	LA	1701523990	0.1019951	0.0815961				
70025.011.00	TAYLORTOWN 16 4	DOSSIER	D/1	1701525550	0.1015551	0.0015501				
70025.012.00	ALT LCV RA SUVV	BOSSIER	LA	1701524009	0.1019951	0.0815961				
7 00201012100	TAYLORTOWN 16 5	DOUBLE	2.1	1701021000	0.1015551	0.0015501				
70025.013.00	ALT LCV RA SUVV	BOSSIER	LA	1701524010	0.1019951	0.0815961				
7 00201010100	CAPLIS 16 2 ALT LCV RA	BOSSIER		17 0102 1010	0.1015551	0.0015501				
70025.014.00	SUVV	BOSSIER	LA	1701524076	0.1019951	0.0815961				
	TAYLORTOWN 16 6									
70025.015.00	ALT LCV RA SUVV	BOSSIER	LA	1701524096	0.1020000	0.0815961				
	MOON LAKE DAIRY 16 9									
70025.016.00	ALT LCV RA SUVV	CADDO	LA	1701734170	0.1019640	0.0811710				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	MOON LAKE DAIRY 16 10	·								
70025.017.00	ALT_LCV RA SUVV	CADDO	LA	1701734195	0.1019951	0.0815961				
70025.018.00	MOON LAKE 16 11 ALT	CADDO	LA	1701734165	0.1019950	0.0815960				
	MOON LAKE DAIRY 16 12									
70025.019.00	ALT_LCV RA SUVV	BOSSIER	LA	1701524340	0.1019951	0.0815961				
	CAPLIS 16 3 ALT_LCV RA									
70025.020.00	SUVV	BOSSIER	LA	1701524479	0.1019951	0.0815961				
	RED CHUTE GATHERING									
70025.999.00	FACILITY	BOSSIER	LA		0.0206807	0.0000000				
	ANDREWS ETAL 11 1									
70026.001.00	ALT_CV RA SU26	BOSSIER	LA	1701523057	0.0931323	0.0640821				
	ANDREWS ETAL 11 2									
70026.002.00	ALT_CV RA SU26	BOSSIER	LA	1701523215	0.0931323	0.0640821				
	BOSSIER LEVEE BD 11									
70026.003.00	1_CV RA SU26	BOSSIER	LA	1701522981	0.0931323	0.0640821				
	HARVILLE 11 1 ALT_CV									
70026.004.00	RA SU26	BOSSIER	LA	1701523061	0.0931323	0.0640821				
	ISLAND PLANTING CO									
70026.005.00	INC 11 1 ALT_CV RA SU26	BOSSIER	LA	1701523216	0.0931323	0.0640821				
	KNIGHTON ETAL 11 1									
70026.006.00	ALT_CV RA SU26	BOSSIER	LA	1701523130	0.0931323	0.0640821				
	MOORE ETAL 11 2									
70026.007.00	ALT_CV RA SU26	BOSSIER	LA	1701523217	0.0931323	0.0640821				
	MOORE ETAL 11 3	D.O.O.T.		.==.	0.0004000					
70026.008.00	ALT_CV RA SU26	BOSSIER	LA	1701523271	0.0931323	0.0640821				
<b>50000 000 00</b>	MOORE ETAL 11 4_LCV	DOCCIED	T 4	4504500054	0.4440070	0.0000000				
70026.009.00	RA SU70	BOSSIER	LA	1701523354	0.1113873	0.0832000				
70026 010 00	MOORE ET AL 11 6	BOSSIER	LA	1701534365	0.0931323	0.0640821				
70026.010.00	ALT_CV RA SU26 KNIGHTON ETAL 11 2		LA LA	1701524265						
70027.001.00		BOSSIER	LA	1701523226	0.0459592	0.0316237				
70028.001.00	KILLEN 14 ALT_CV RA SU25	BOSSIER	LA	1701523311	0.2691251	0.1851675				
70028.001.00	MURPHY 4 CV RA SU25	BOSSIER	LA LA	1701523311	0.2691251	0.1851675				
/0028.002.00		BOSSIER	LA	1/01523033	0.2691251	0.18516/5				
70028.003.00	KILLEN 13 ALT_CV RA SU25	BOSSIER	LA	1701523291	0.2691251	0.1850475				
/0020.003.00	MURPHY 8 ALT CV RA	DUSSIER	LA	1/01523291	0.2091251	0.10304/5				
70028.004.00	SU25	BOSSIER	LA	1701523416	0.2691251	0.1851675				
/0020.004.00	3023	DOSSIER	LA	1/01525410	0.2031231	0.10310/3				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	KILLEN 1 1 ALT_CV RA									
70028.005.00	SU12	BOSSIER	LA	1701524395	0.2956045	0.2157530				
70029.001.00	COWEL 1_LCV RA SUL	BOSSIER	LA	1701522845	0.4730639	0.3475330				
	COWEL 1D ALT_HOSS RA									
70029.001.01	SU25	BOSSIER	LA	1701522845	0.2759234	0.1898440				
	COWEL 3 ALT_LCV RA									
70029.002.00	SUL	BOSSIER	LA	1701523496	0.4728909	0.3474059				
	COWEL 3D ALT_CV RA									
70029.002.01	SU25	BOSSIER	LA	1701523496	0.2691251	0.1851675				
70029.003.00	COWEL 4 CV RA SU25	BOSSIER	LA	1701523547	0.2691251	0.1851675				
	COWEL 4D ALT LCV RA									
70029.003.01	SUL	BOSSIER	LA	1701523547	0.4728909	0.3474059				
	MURPHY 9 ALT LCV RA									
70029.004.00	SUL	BOSSIER	LA	1701523630	0.4728909	0.3474059				
	MURPHY 9D ALT CV RA									
70029.004.01	SU25	BOSSIER	LA	1701523630	0.2691251	0.1851674				
	KILLEN 17 ALT_LCV RA									
70029.005.00	SUL	BOSSIER	LA	1701523631	0.4728909	0.3474059				
	KILLEN 20 ALT LCV RA									
70029.006.00	SUL	BOSSIER	LA	1701523693	0.4728909	0.3474059				
	KILLEN 20 ALT; CV RA									
70029.006.01	SU25	BOSSIER	LA	1701523693	0.2691251	0.1851575				
	KILLEN 19 ALT_LCV RA									
70029.007.00	SUL	BOSSIER	LA	1701523703	0.4728909	0.3474059				
	KILLEN 12 4 ALT_CV RA									
70029.010.00	SU25	BOSSIER	LA	1701524494	0.2691251	0.1850475				
	KILLEN 12 3 ALT_CV RA									
70029.011.00	SU25	BOSSIER	LA	1701524493	0.2691251	0.1850475				
	KILLEN 1 ALT_CV RA									
70030.002.00	SU25	BOSSIER	LA	1701520834	0.2942105	0.2020390				
70030.003.00	COWEL 2	BOSSIER	LA	1701522864	0.2541251	0.1751218				
70030.004.00	KILLEN 3	BOSSIER	LA	1701522857	0.2541251	0.1747110				
	MURPHY 12 3 ALT_HOSS									
70030.005.00	RA SU25	BOSSIER	LA	1701524414	0.2691250	0.1850475				
	KILLEN 12 2 ALT_HOSS									
70030.006.00	RA SU25	BOSSIER	LA	1701524400	0.2691251	0.1851675				
	MURPHY 12 2 ALT_CV RA									
70030.007.00	SU25	BOSSIER	LA	1701524413	0.2691250	0.1850470				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	MURPHY 12 1 ALT_LCV RA									
70030.008.00	SUL	BOSSIER	LA	1701524405	0.4728909	0.3247688				
	KILLEN 12 1 ALT_CV RA									
70030.009.00	SU25	BOSSIER	LA	1701524404	0.2691251	0.1850475				
	ARTEX 3 ALT_HOSS RA									
70033.001.00	SU31	BOSSIER	LA	1701523125	0.1010567	0.0707359				
70033.001.01	KILLEN 13 H1_HA RA SU66	BOSSIER	LA	1701524719	0.0997720	0.0663949				
	MCDOWELL 2 HOSS RA									
70033.002.00	SU31	BOSSIER	LA	1701522912	0.1010567	0.0707359				
	KILLEN 13 1 HOSS RA									
70033.003.00	SU31	BOSSIER	LA	1701523192	0.1010567	0.0707359				
	ARTEX 1 ALT HOSS RA									
70033.004.00	SU31	BOSSIER	LA	1701522975	0.0989588	0.0707359				
	ROOS A W 13 1 ALT HOSS									
70033.005.00	RA SU31	BOSSIER	LA	1701523021	0.0989588	0.0707359				
	DNU*DEGUEURCE 13 1									
70033.007.00	ALT HOSS RA SU31	BOSSIER	LA	1701520802	0.0873004	0.0593877				
, 00551007100	JA DEGUEURCE 13 1 HOSS	DOGGILIT	2.1	1701520002	0.007.500.	010000077				
70033.007.01	RA SU31	BOSSIER	LA	1701520802	0.0873610	0.0707359				
70033.008.00	ARTEX 2	BOSSIER	LA	1701522992	0.0992474	0.0783890				
70033.010.00	ARTEX 5 ALT CV RA SU31	BOSSIER	LA	1701524484	0.1010567	0.0676254				
, 00001010100	SNYDER LINDA ETAL 2	DOGGILIT	2.1	1701021101	0.1010007	0.007 020 .				
70034.002.00	ALT CV RA SU30	BOSSIER	LA	1701523146	0.1054162	0.0746768				
70054.002.00	SNYDER LINDA 14 1	DOSSILK	Lil	1701323140	0.1054102	0.0740700				
70034.003.00	ALT HOSS RA SU30	BOSSIER	LA	1701523164	0.1054162	0.0746769				
70054.005.00	KNIGHTON 14 3 HOSS RA	DOSSILK	Lil	1701323104	0.1054102	0.07 407 03				
70034.004.00	SU30	BOSSIER	LA	1701524188	0.0000000	0.0000000	0.0995692	0.0746768		
70034.005.00	CAPLIS 14 3	BOSSIER	LA	1701524100	0.1054162	0.0782007	0.0333032	0.0740700		
70034.003.00	KNIGHTON 14 4 LCV RA	DOSSIER	LA	1/013242/2	0.1034102	0.0702007				
70034.006.00	SU82	BOSSIER	LA	1701524353	0.1054162	0.0782007				
70034.000.00	SNYDER LINDA ET AL 7	DOSSIER	LA	1/01324333	0.1034102	0.0702007				
70034.007.00	ALT CV RA SU30	BOSSIER	LA	1701524488	0.0996012	0.0746989				
70034.007.00	SNYDER LINDA ET AL 6	BOSSIER	LA	1/01324400	0.0550012	0.0740303				
70024 007 01	ALT CV RA SU30	BOSSIER	LA	1701534356	0.0996011	0.0746988				
70034.007.01		BUSSIER	LA	1701524356	0.0996011	0.0746988				
70024 000 00	KNIGHTON 14 5 ALT_LCV	DOCCIED	τ Λ	1701524255	0.1054162	0.0792000				
70034.008.00	RA SU82	BOSSIER	LA	1701524355	0.1054162	0.0782008				
70025 001 00	NEWTON 31 1 ALT_CV RA	DOCCIED	Τ. Δ	1501500105	0.0724045	0.0551204				
70035.001.00	SU4	BOSSIER	LA	1701523105	0.0734045	0.0551204				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	NEWTON 31 1D ALT_HOSS									
70035.001.01	RA SU4	BOSSIER	LA	1701523105	0.0734045	0.0551204				
	PARKS 31 1 ALT_CV RA									
70035.002.00	SU4	BOSSIER	LA	1701523030	0.0734045	0.0551204				
	PARKS 31 1 D ALT_HOSS									
70035.002.01	RA SU4	BOSSIER	LA	1701523030	0.0734045	0.0551204				
	RICHARDSON 31 1	D 0 0 0 0 1 1 1 1		.==						
70035.003.00	ALT_CV RA SU4	BOSSIER	LA	1701523007	0.0734045	0.0551204				
E00DE 00D 04	RICHARDSON 31 1D	DOCCIED		450450005	0.0504045	0.0554004				
70035.003.01	ALT_HOSS RA SU4	BOSSIER	LA	1701523007	0.0734045	0.0551204				
70035.004.00	SIMPSON 31 1_CV RA SU4	BOSSIER	LA	1701522977	0.0734045	0.0551204				
70035.004.01	SIMPSON 31 1D ALT_HOSS RA SU4	BOSSIER	LA	1701522977	0.0734045	0.0551204				
/0033.004.01	MIMS ETAL 3 ALT LCV RA	DUSSIER	LA	1/015229//	0.0734043	0.0551204				
70035.005.00	SUU	BOSSIER	LA	1701523295	0.0734045	0.0549827				
70055.005.00	MIMS ETAL 3D ALT HOSS	DOSSILK	1371	1701323233	0.0754045	0.0343027				
70035.005.01	RA SU4	BOSSIER	LA	1701523295	0.0734045	0.0551204				
70055.005.01	SKANNAL 31 3 ALT CV	DOSSIER	Lil	1701525255	0.0754045	0.0551204				
70035.006.00	RA SU4	BOSSIER	LA	1701523497	0.0734050	0.0549827				
	SKANNAL 31 4 ALT_CV									
70035.007.00	RA SU4	BOSSIER	LA	1701524199	0.0734044	0.0549827				
	ROWELL 31 2 ALT_LCV									
70035.008.00	RA SUU	BOSSIER	LA	1701523502	0.0734045	0.0551203				
	MIMS ETAL 1_HOSS RA									
70036.001.00	SU4	BOSSIER	LA	1701520615	0.0734041	0.0551204				
<b>5</b> 0000 000 00	MIMS ETAL 4 ALT_LCV RA	DOGGIED	T 4	450450000	0.0504045	0.05.40005				
70036.003.00	SUU	BOSSIER	LA	1701523293	0.0734045	0.0549827				
70036.003.01	MIMS ETAL 4 D ALT_HOSS RA SU4	BOSSIER	LA	1701523293	0.0734044	0.0551203				
/0030.003.01	ROWELL 31 1 ALT CV RA	DUSSIER	LA	1/01525295	0.0734044	0.0551205				
70036.007.00	SU4	BOSSIER	LA	1701523191	0.0734045	0.0551203				
70030.007.00	SKANNAL 31 1 ALT HOSS	DOSSIER	LA	1/01323131	0.0734043	0.0331203				
70036.009.00	RA SU4	BOSSIER	LA	1701501692	0.0734045	0.0551204				
70050.005.00	SKANNAL 31 2 ALT HOSS	DOSSIER	Lil	1701501052	0.0754045	0.0551204				
70036.010.00	RA SU4	BOSSIER	LA	1701523351	0.0734045	0.0551204				
70036.012.00	MIMS ETAL 2	BOSSIER	LA	1701522849	0.0558006	0.0418646				
	MIMS ESTATE 1 ALT_CV									
70038.001.00	RA SU3	BOSSIER	LA	1701523020	0.1235334	0.0943135				
	MIMS ESTATE 2 ALT_CV									
70038.002.00	RA SU3	BOSSIER	LA	1701523102	0.1261523	0.0943135				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	MIMS ESTATE 5 ALT_CV									
70038.003.00	RA SU3	BOSSIER	LA	1701523285	0.1714830	0.1280001				
	MIMS JOE 1 ALT_CV RA									
70038.004.00	SU3	BOSSIER	LA	1701523126	0.1235334	0.0943135				
70038.005.00	ROOS 2 CV RA SU3	BOSSIER	LA	1701520660	0.1322781	0.0986952				
70038.006.00	ROOS 4 ALT_CV RA SU3	BOSSIER	LA	1701522918	0.1268153	0.0948063				
70038.007.00	ROOS 5 ALT_CV RA SU3	BOSSIER	LA	1701523069	0.1261523	0.0943135				
70038.008.00	ROOS 8 ALT_CV RA SU3	BOSSIER	LA	1701523193	0.1235330	0.0943135				
	SMITH HEIRS 1 ALT_CV									
70038.009.00	RA SU3	BOSSIER	LA	1701523008	0.1268056	0.0944117				
	MIMS ESTATE 7 ALT_CV									
70038.010.00	RA SU3	BOSSIER	LA	1701523401	0.1235334	0.0932512				
	ROOS 32-12 ALT LCV RA									
70038.011.00	SUV	BOSSIER	LA	1701523481	0.1261524	0.0932513				
	ROOS 32 17 11H; HA RA									
70038.012.00	SU92	BOSSIER	LA	1701524682	0.0858000	0.0634500				
	ROOS 8 CDP GATHERING									
70038.999.00	FACILITY	BOSSIER	LA		0.4437000	0.0000000				
	MIMS ESTATE 3									
70039.001.00	ALT_HOSS TA SU3	BOSSIER	LA	1701523124	0.1235330	0.0943135				
	MIMS ESTATE 4									
70039.002.00	ALT_HOSS RA SU3	BOSSIER	LA	1701523196	0.1235336	0.0943135				
	MIMS JOE 2 ALT_HOSS RA									
70039.003.00	SU3	BOSSIER	LA	1701523185	0.1261523	0.0943135				
	ROOS 10 ALT_HOSS RA									
70039.004.00	SU3	BOSSIER	LA	1701523281	0.1235334	0.0943135				
70039.005.00	ROOS 6_HOSS RA SU3	BOSSIER	LA	1701523087	0.1235334	0.0943135				
	ROOS 7 ALT_HOSS RA									
70039.006.00	SU3	BOSSIER	LA	1701523142	0.1261523	0.0943135				
	SMITH HEIRS 2 ALT_HOSS									
70039.007.00	RA SU3	BOSSIER	LA	1701523149	0.1261523	0.0943135				
	MIMS JOE 3 ALT_HOSS RA									
70039.008.00	SU3	BOSSIER	LA	1701523350	0.1261523	0.0932509				
70040.001.00	ROOS 9_LCV RA SUV	BOSSIER	LA	1701523275	0.1235330	0.0943135				
	HAMMETT 32 1 ALT_LCV									
70040.002.00	RA SUV	BOSSIER	LA	1701523277	0.1235334	0.0943135				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	ROOS 14 ALT_LCV RA									
70040.003.00	SUV	BOSSIER	LA	1701523529	0.1261523	0.0932513				
=00.40.004.00	HAMMETT 32 4 ALT_LCV	D 0 0 0 0 1 1 1 1			0.4004=00					
70040.004.00	RA SUV	BOSSIER	LA	1701523557	0.1261523	0.0943135				
700 40 005 00	ROOS 15 ALT_LCV RA	DOCCIED	т А	1501533505	0.1001500	0.0040405				
70040.005.00	SUV ROOS 13 ALT_LCV RA	BOSSIER	LA	1701523595	0.1261523	0.0943135				
70040.006.00	SUV	BOSSIER	LA	1701523594	0.1261523	0.0943135				
70040.000.00	MURRAY 32 1 ALT LCV	DOSSIEK	LA	1/01323334	0.1201323	0.0543133				
70040.007.00	RA SUV	BOSSIER	LA	1701523803	0.1261523	0.0932513				
700-10.007.00	HOGAN 32 1 ALT LCV RA	DOSSILIC	L21	1701323003	0.1201525	0.0352515				
70040.008.00	SUV	BOSSIER	LA	1701523788	0.1261523	0.0932513				
70041.001.00	NORTON 36 1_CV RA SU5	BOSSIER	LA	1701522915	0.0634046	0.0527601				
	NORTON 36 2 ALT_CV RA									
70041.002.00	SUS	BOSSIER	LA	1701523001	0.0634046	0.0527601				
	NORTON 36 5 ALT_LCV RA									
70041.003.00	SU64	BOSSIER	LA	1701523211	0.0634046	0.0527601				
	COLLINS 36 1 ALT_DV RA									
70041.004.00	SU5	BOSSIER	LA	1701523159	0.0634046	0.0527600				
500 44 005 00	CV RA SU5 1 ALT_ROGERS	DOCCIED	T 4	4504500040	0.000.40.40	0.0505604				
70041.005.00	36 HENDERSON ETAL 36 1	BOSSIER	LA	1701523212	0.0634046	0.0527601				
70042.001.00	ALT HOSS RA SU5	BOSSIER	LA	1701523065	0.0634046	0.0527600				
70042.001.00	NORTON 36 3 HOSS RA	DUSSIER	LA	1/01323003	0.0034040	0.0327600				
70042.002.00	SU5	BOSSIER	LA	1701523014	0.0634046	0.0527601				
70042.002.00	COLLINS 36 2 ALT CV RA	DOSSILK	L11	1701323014	0.0054040	0.0327001				
70042.003.00	SU5	BOSSIER	LA	1701523210	0.0634046	0.0527601				
700121005100	NORTON 36 4 ALT HOSS	DOGGILIT	2.1	1,01020210	0.000.0.0	0.0027 001				
70042.004.00	RA SU5	BOSSIER	LA	1701523064	0.0634046	0.0527601				
70043.001.00	MURPHY SWD SYSTEM	BOSSIER	LA		0.3103380	0.0000000				
70043.002.00	SWD GATH SYS WSF E	BOSSIER	LA		1.0000000	1.0000000				
	KNIGHTON 14 SWD									
70043.003.00	FACILITY	BOSSIER	LA		0.0336498	0.0000000				
70045.001.00	ROBERTSON 4	BOSSIER	LA	1701522904	0.3548182	0.2439375				
=00.40.004.00	KNIGHTON ETAL 11 3	D 0 0 0 0 1 1 1 1		.==.						
70046.001.00	ALT_LCV RA SU70	BOSSIER	LA	1701523387	0.1113873	0.0832000				
	ISLAND PLANTING CO									
70046.002.00	INC 11 2 ALT_LCV RA SU70	BOSSIER	LA	1701523516	0.1113873	0.0832000				
70040.002.00	3070	DUSSIER	LA	1/01523516	0.11138/3	0.0632000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	MOORE ETAL 11 5									
70046.003.00	ALT_LCV RA SU70	BOSSIER	LA	1701523453	0.1113873	0.0832000				
	ISLAND PLANTING CO									
	INC 11 3 ALT_LCV RA									
70046.005.00	SU70	BOSSIER	LA	1701523538	0.1113873	0.0832000				
	BOSSIER PSH PJ 11 1									
70046.006.00	ALT_LCV RA SU70	BOSSIER	LA	1701523854	0.1113873	0.0832000				
	DEGUEURCE 11 1									
70046.007.00	ALT_LCV RA SU71	BOSSIER	LA	1701523898	0.1113873	0.0832000				
	KNIGHTON ET AL 11 4									
70046.008.00	ALT_LCV RA SU70	BOSSIER	LA	1701524421	0.1113873	0.0832000				
	HAMMETT 32 3 ALT_CV									
70048.001.00	RA SU3	BOSSIER	LA	1701523393	0.1261523	0.0923556				
70049.001.00	LMA LAND CO 9 1_SWD	BOSSIER	LA	1701588077	0.0206831	0.0000000				
	MOON LAKE DAIRY 16									
70049.003.00	SWD 8	BOSSIER	LA	1701588097	0.0310656	0.0248525				
	MIMS ETAL 6 ALT_LCV									
70050.001.00	RA SUU	BOSSIER	LA	1701523436	0.0734044	0.0549827				
	MOTE 31 1 ALT_LCV RA									
70050.002.00	SUU	BOSSIER	LA	1701523441	0.0734044	0.0549827				
	MARLAR 31 1 ALT_LCV									
70050.003.00	RA SUU	BOSSIER	LA	1701523454	0.0734044	0.0549827				
	MIMS ETAL 5 ALT_LCV	D 0 0 0 0 1 1 1 1								
70050.004.00	RA SUU	BOSSIER	LA	1701523363	0.0734045	0.0549827				
	MIMS ETAL 5D ALT_LCV	n o coren								
70050.004.01	RA SUU	BOSSIER	LA	1701523363	0.0734044	0.0551204				
E00E0 00E 00	MIMS ETAL 7 ALT_LCV	DOGGED	T 4	4504500460	0.0504045	0.05.40005				
70050.005.00	RA SUU	BOSSIER	LA	1701523462	0.0734045	0.0549827				
70052.004.00	BURNETT 29 1 ALT_LCV	LEDCEED	т А	1711001074	0.0070600	0.0010170				
70052.001.00	RA SUOO	WEBSTER	LA	1711921874	0.0272688	0.0218173				
70052.002.00	GAUTHIER 29 1_LCV RA	MEDCTED	т А	1711021744	0.0545275	0.0422600				
70052.002.00	SUOO	WEBSTER	LA	1711921744	0.0545375	0.0422689				
70052.004.00	GOSSETT 32 1 ALT_LCV	LEDCEED	т А	1711001000	0.0350004	0.0000510				
70053.001.00	RA SUPP	WEBSTER	LA	1711921890	0.0350004	0.0262510				
70060 001 00	DANIELS 32 1_CV RA SU132	MEDCTED	τ Λ	1711021020	0.0422221	0.0217427	0.0204620	0.0295975		
70060.001.00	PHILLIPS 33 1 CV RA	WEBSTER	LA	1711921828	0.0423231	0.0317427	0.0394630	0.02939/5		
70064.001.00	SU139	WEBSTER	LA	1711921863	0.0473100	0.0370312				
70004.001.00	ELSTON 19 1 ALT LCV	WEDSIEK	LA	1/11921003	0.04/3100	0.03/0312				
70065.001.00	RA SUN	BOSSIER	LA	1701523282	0.1385243	0.0981009				
70066.001.00	LIBKE 36 SWD 2	BOSSIER	LA	1701525262	0.1363243	0.0000000				
70000.001.00	LIDICE 30 3 WD 2	DOSSIER	LA	1/01300030	0.0012332	0.0000000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
70074.001.00	ROEMER 19 1 ALT_LCV RA SUN	BOSSIER	LA	1701523713	0.1385424	0.0981009				
70074.001.00	EGP19 1 ALT LCV RA	DOSSIEK	LA	1/01323/13	0.1303424	0.0301003				
70074.002.00	SUN	BOSSIER	LA	1701523717	0.1385243	0.0981009				
70074.002.00	ROBERTS 19 1 ALT LCV	BOSSIER	D/1	1701525717	0.1505245	0.0501005				
70074.003.00	RA SUN	BOSSIER	LA	1701523736	0.1385243	0.0981009				
70074.004.00	EGP19 2	BOSSIER	LA	1701523871	0.1385243	0.0981009				
	EGP19 3 ALT_LCV RA									
70074.005.00	SUN	BOSSIER	LA	1701523872	0.1385243	0.0981009				
	ELM GROVE									
	PLANTATION 19 5									
70074.006.00	ALT_LCV RA SUN	BOSSIER	LA	1701523914	0.1385243	0.0981009				
70074 007 00	EGP19 6 ALT_LCV RA	DOCCIED	т А	1501522045	0.1205242	0.0001000				
70074.007.00	SUN ROBERTS 19 2 ALT LCV	BOSSIER	LA	1701523945	0.1385243	0.0981009				
70074.008.00	RA SUN	BOSSIER	LA	1701523968	0.1385243	0.0981009				
70074.000.00	ROBERTS 19 3 ALT LCV	DOSSIEK	LA	1701323300	0.1303243	0.0301003				
70074.009.00	RA SUN	BOSSIER	LA	1701523969	0.1385243	0.0981009				
70074.009.01	ROBERTS 19 3 ALT	BOSSIER	LA	1701523969	0.1385243	0.0981009				
	EGP19 9 ALT_LCV RA									
70074.012.00	SUN	BOSSIER	LA	1701524072	0.1385243	0.0981009				
	EGP19 7 ALT_LCV RA									
70074.013.00	SUN	BOSSIER	LA	1701524322	0.1385243	0.0981009				
	MURPHY 10 ALT_LCV RA	D. C.		.=0.1=00=10		0.0=00444				
70075.001.00	SU65	BOSSIER	LA	1701523718	0.3688832	0.2766114				
70076.001.00	KILLEN 14 1 ALT_LCV RA SU82	BOSSIER	LA	1701533733	0.1057410	0.0796637				
/00/6.001.00	CAPLIS 14 1 LCV RA	BUSSIER	LA	1701523732	0.1057410	0.0790037				
70076.002.00	SU82	BOSSIER	LA	1701523731	0.0995692	0.0746769				
70070.002.00	KNIGHTON 14 2 ALT LCV	DOSSILIC	L21	1701525751	0.0555052	0.07 407 03				
70076.003.00	RA SU82	BOSSIER	LA	1701523942	0.0995692	0.0746769				
	ROOS 14 1 ALT_LCV RA									
70076.004.00	SU82	BOSSIER	LA	1701523943	0.0995692	0.0746769				
	KILLEN 14 2 HOSS RA									
70076.005.00	SU30	BOSSIER	LA	1701524187	0.0000000	0.0000000	0.0995692	0.0746768		
	CAPLIS 14 2 ALT_LCV RA	D. C.		.=0.=00.	0.40=4460					
70076.006.00	SU82	BOSSIER	LA	1701524181	0.1054162	0.0782008				
70076 007 00	ROOS 14 3 ALT_LCV RA SU82	DOCCIED	LA	1701524170	0.1054163	0.0782008				
70076.007.00	SNYDER LINDA ETAL 4	BOSSIER	LA	1701524179	0.1054162	0.0782008				
70076.008.00	ALT LCV RA SU82	BOSSIER	LA	1701524246	0.1054162	0.0782008				
, 307 0.000.00	7111_1C V 101 0002	DOUGILIK	L11	1/01327270	0.1007102	0.0702000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	SNYDER LINDA ETAL 5									
70076.009.00	ALT LCV RA SU82	BOSSIER	LA	1701524304	0.1054162	0.0782007				
70076.010.00	ROOS 14 4	BOSSIER	LA	1701524319	0.1054162	0.0782008				
	CAPLIS 14 4 ALT CV RA									
70076.011.00	SU30	BOSSIER	LA	1701524383	0.0996012	0.0746989				
	CAPLIS 14 4 D ALT HOSS									
70076.011.01	RA SU30	BOSSIER	LA	1701524383	0.0995691	0.0782008				
	KILLEN 14 3 ALT LCV RA									
70076.013.00	SU82	BOSSIER	LA	1701524425	0.1054162	0.0782008				
70076.014.00	SNYDER LINDA 7 ALT	BOSSIER	LA	1701524488	0.0996011	0.0746989				
70076.015.00	KNIGHTON JO ANN 14 H1	BOSSIER	LA	1701524677	0.0058470	0.0043955				
70079.001.00	WARE 12 1: CV RA SUX	DE SOTO	LA	1703123848	0.0669685	0.0535748				
	SABINE UPLIFT MIN 12 1									
70079.002.00	CVRASUX	DE SOTO	LA	1703123979	0.0669685	0.0535748				
70079.003.00	CARWILE 12 1: CV RA SUX	DE SOTO	LA	1703124177	0.0669685	0.0535748				
	TENSAS DELTA 12 2; CV									
70079.004.00	RA SUX	DE SOTO	LA	1703124216	0.0669685	0.0535748				
70079.005.00	PURE 12 1; CV RA SUX	DE SOTO	LA	1703124191	0.0669685	0.0535748				
	LOWREY INV CO 12 1; CV									
70079.006.00	RA SUX	DE SOTO	LA	1703124192	0.0669685	0.0535748				
	GARRETT 12 1 ALT; CV RA									
70079.007.00	SUX	DE SOTO	LA	1703124267	0.0669685	0.0535748				
	SAMMO PARTNERSHIP 12									
70079.008.00	1; CVRASU	DE SOTO	LA	1703124253	0.0669685	0.0535748				
	SCOTT 12 1 ALT; CV RA									
70079.009.00	SUX	DE SOTO	LA	1703124266	0.0669685	0.0535748				
70079.010.00	SALLEY 12 1; CV RA SUX	DE SOTO	LA	1703124342	0.0669685	0.0537480				
	WADZECK 12 1; CV RA									
70079.011.00	SUX	DE SOTO	LA	1703124418	0.0669685	0.0535748				
	SAMMO PARTNERSHIP 12									
70079.013.00	2: CV RAS	DE SOTO	LA	1703124432	0.0669685	0.0535748				
70079.014.00	CARWILE 12 3; HA RA SUE	DE SOTO	LA	1703125597	0.0669685	0.0535748				
	SAMMO PARTNERSHIP 12									
70079.015.00	3; HA RA	DE SOTO	LA	1703125525	0.0669685	0.0535748				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	TENSAS DELTA 12 1 CV									
70079.016.00	RA SUX	DE SOTO	LA	1703124154	0.0000000	0.0000000	0.0669685	0.0535748		
	CARWILE 12 2; HA RA									
70079.017.00	SUE	DE SOTO	LA	1703125588	0.0669685	0.0535748				
	SABINE UPLIFT MINERAL									
70079.018.00	12 2; HA	DE SOTO	LA	1703125644	0.0669685	0.0535748				
	SAMMO PARTNERSHIP 12									
70079.019.00	4, HA RA	DE SOTO	LA	1703125526	0.0669685	0.0535748				
	WADZECK 12 3 ALT; HA									
70079.020.00	RA SUE	DE SOTO	LA	1703125556	0.0669685	0.0535748				
	SABINE UPLIFT MINERAL									
70079.021.00	12 3; HA RA SUE	DE SOTO	LA	1703125645	0.0669685	0.0535748				
70081.001.00	LANE 14 1 ALT	DE SOTO	LA	1703123930	0.0823570	0.0658856				
70081.002.00	PASKER WARE 14 1 ALT	DE SOTO	LA	1703124139	0.0823570	0.0658856				
70081.003.00	THIGPEN 14 1 ALT	DE SOTO	LA	1703124193	0.0823570	0.0658856				
70081.004.00	THIGPEN 14 2 ALT	DE SOTO	LA	1703124194	0.0823570	0.0658856				
70081.005.00	THIGPEN 14 3 ALT	DE SOTO	LA	1703124225	0.0823570	0.0658856				
70081.006.00	THIGPEN 14 4 ALT	DE SOTO	LA	1703124226	0.0823570	0.0658856				
	PASKER WARE 14 2 CV RA									
70081.007.00	SUK	DE SOTO	LA	1703124185	0.0000000	0.0000000	0.0823507	0.0658856		
70082.001.00	CASON 11 1 ALT	DE SOTO	LA	1703123940	0.1839375	0.1471500				
70082.002.00	STRONG 11 1	DE SOTO	LA	1703124007	0.1839375	0.1471500				
70082.003.00	STEPHENSON 11 1 ALT	DE SOTO	LA	1703124209	0.1839375	0.1471500				
70082.004.00	BEAUBOUEF 11 1 ALT	DE SOTO	LA	1703124262	0.0000000	0.0000000	0.1839375	0.1471500		
70082.005.00	DOUGLAS 11 1 ALT	DE SOTO	LA	1703124271	0.1839375	0.1471500				
70082.006.00	ROE 11 1 HA RA SUD	DE SOTO	LA	1703125652	0.1302266	0.1041812				
70082.007.00	ROE 11 2; HA RA SUD	DE SOTO	LA	1703125653	0.1302266	0.1041812				
70082.008.00	ROE 11 4; HA RA SUD	DE SOTO	LA	1703125678	0.1302266	0.1041812				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
70082.009.00	ROE 11 3; HA RA SUD	DE SOTO	LA	1703125677	0.1302266	0.1041812				
70082.010.00	ROE 11 5; HA RA SUD	DE SOTO	LA	1703125679	0.1302266	0.1041812				
	MIMS ETAL 9 ALT_CV RA									
70086.001.00	SU4	BOSSIER	LA	1701524024	0.0734047	0.0549827				
	MIMS ETAL 8 ALT LCV									
70086.002.00	RA SUU	BOSSIER	LA	1701524114	0.0734047	0.0549827				
	PARKS 31 2 ALT_LCV RA									
70086.003.00	SUU	BOSSIER	LA	1701524280	0.0734045	0.0549826				
	MIMS ETAL 10 ALT LCV									
70086.004.00	RA SUU	BOSSIER	LA	1701524286	0.0734045	0.0549826				
	SIMPSON 31 2 ALT LCV									
70086.005.00	RA SUU	BOSSIER	LA	1701524394	0.0734045	0.0549826				
	SCOTT 31 1 ALT LCV RA									
70086.006.00	SUU	BOSSIER	LA	1701524401	0.0734045	0.0549826				
	MIMS ETAL 12 ALT LCV									
70086.007.00	RA SUU	BOSSIER	LA	1701524534	0.0734045	0.0549826				
	SAMMO PARTNERSHIP 13									
70087.001.00	1 ALT	DE SOTO	LA	1703123890	0.0881907	0.0705525				
	EVANS 13 1 ALT CV RA									
70087.002.00	SUJ	DE SOTO	LA	1703124135	0.0000000	0.0000000	0.0881906	0.0705525		
70087.003.00	WARE 13 1 ALT	DE SOTO	LA	1703124122	0.0000000	0.0000000	0.0881906	0.0705525		
70087.004.00	JACKSON 13 1 ALT	DE SOTO	LA	1703124175	0.0881907	0.0705525				
70087.005.00	BEDSOLE 13 1 ALT	DE SOTO	LA	1703124204	0.0881907	0.0705525				
70087.006.00	DILLARD 13 1 ALT	DE SOTO	LA	1703124176	0.0881907	0.0705525				
	LOWERY INVESTMENT									
70087.007.00	13 1 ALT	DE SOTO	LA	1703124196	0.0881907	0.0705525				
70087.008.00	MCCONNELL 13 1 ALT	DE SOTO	LA	1703124195	0.0881906	0.0705525				
70087.009.00	WARE 13 2 ALT	DE SOTO	LA	1703124214	0.0881907	0.0705525				
70087.010.00	THIGPEN 13 1 ALT	DE SOTO	LA	1703124114	0.0000000	0.0000000	0.0877169	0.0701735		
70087.011.00	THIGPEN 13 2 ALT	DE SOTO	LA	1703124215	0.0881907	0.0705525				
	SABINE UPLIFT MINERAL									
70087.012.00	13 1 ALT	DE SOTO	LA	1703124270	0.0881907	0.0705525				
	-					/00-0				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	SAMMO PARTNERSHIP 13									
70087.013.00	2 ALT	DE SOTO	LA	1703125249	0.0881907	0.0705525				
70087.014.00	JACKSON 13 2 ALT	DE SOTO	LA	1703125507	0.0881906	0.0705525				
70087.015.00	THIGPEN 13 4 ALT	DE SOTO	LA	1703125528	0.0881907	0.0705525				
70087.016.00	EVANS 13 3; HA RA SUF	DE SOTO	LA	1703125604	0.0881906	0.0705525				
	JACKSON 13 3; HA RA	D		.=						
70087.017.00	SUF	DE SOTO	LA	1703125508	0.0881906	0.0705525				
E000E 040 00	SAMMO PARTNERSHIP 13	DE COMO		4500405505	0.0004000	0.0505505				
70087.018.00	3, HA RA	DE SOTO	LA	1703125527	0.0881906	0.0705525				
<b>50000 000 00</b>	KILLEN 13 2 ALT_LCV RA	DOGGED		450450005	0.000000	0.000000	0.4040565	0.0505050		
70088.002.00	SUM	BOSSIER	LA	1701523875	0.0000000	0.0000000	0.1010567	0.0707359		
70000 002 00	EGP 13 1 ALT_LCV RA	DOCCIED	LA	1701534170	0.1050700	0.1100422				
70088.003.00	SUM	BOSSIER	LA	1701524170	0.1656798	0.1169423				
70088.003.01	EGP 13 1D ALT_CV RA SU31	BOSSIER	LA	1701534170	0.0994162	0.0663949				
/0088.003.01	COLLINS 36 3 LCV RA	BUSSIER	LA	1701524170	0.0994162	0.0663949				
70000 001 00	SU64	DOCCIED	LA	1701534004	0.0024040	0.0527601				
70089.001.00	COLLINS 36 4 ALT LCV	BOSSIER	LA	1701524094	0.0634046	0.0527601				
70089.002.00	RA SU64	BOSSIER	LA	1701524095	0.0634046	0.0527601				
70003.002.00	ANDERSON 10 1 ALT; CV	BOSSIER	LA	1/01324033	0.0034040	0.032/001				
70090.001.00	RA SUI	DE SOTO	LA	1703124041	0.0312500	0.0250000				
70090.001.00	ROBERTS 10 1 ALT, CV RA	DE 3010	LA	1/03124041	0.0312300	0.0230000				
70090.002.00	SUI	DE SOTO	LA	1703124438	0.0312500	0.0250000				
70030.002.00	STEPHENSON 10 1 ALT;	DE 3010	LA	1703124430	0.0312300	0.0230000				
70090.003.00	CV RA SUI	DE SOTO	LA	1703124486	0.0312500	0.0250000				
70030.003.00	STEPHENSON ETAL 10H-1	BESSIO	Li i	1705124400	0.0512500	0.0250000				
70090.004.00	ALT HA RA SU N	DE SOTO	LA	1703125794	0.0312500	0.0250000				
, 0050100 1100	HOELL 12 1 ALT; CV RA	DECOTO	2.1	1700120701	0.0012000	0.0250000				
70091.001.00	SUX	DE SOTO	LA	1703124140	0.0669685	0.0535748				
	MEIER 14 1 ALT; CV RA									
70092.001.00	SUK	DE SOTO	LA	1703124141	0.0823570	0.0658856				
	KILLEN 13 3 ALT LCV RA									
70095.001.00	SUM	BOSSIER	LA	1701524262	0.1656800	0.1169420				
	MCDOWELL 13 1 CV RA									
70095.002.00	SU31	BOSSIER	LA	1701523949	0.0994162	0.0663949				
	MCDOWELL 13 1D									
70095.002.01	ALT_HOSS RA SU31	BOSSIER	LA	1701523949	0.1010567	0.0707359				
	DEGUEURCE J A 3									
70095.003.00	ALT_CV RA SU31	BOSSIER	LA	1701524352	0.0994162	0.0663949				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	KILLEN 13 6D ALT_CV RA									
70095.004.00	SU31	BOSSIER	LA	1701524377	0.0994162	0.0663949				
	KILLEN 13 6 ALT LCV RA									
70095.004.01	SUM	BOSSIER	LA	1701524377	0.1656797	0.1169422				
70095.005.00	KILLEN 13 4	BOSSIER	LA	1701524354	0.1656797	0.1169422				
	ARTEX 4 ALT CV RA									
70095.007.00	SU31	BOSSIER	LA	1701524419	0.1010568	0.0676254				
7 0035.007.00	DEGUEURCE J A 4	DOSSILIC	12.1	170102-1-13	0.1010500	0.0070254				
70095.008.00	ALT HOSS RA SU31	BOSSIER	LA	1701524416	0.1010568	0.0676254				
70098.001.00	KILLEN 13 5 ALT LCV RA	BOSSIER	LA	1701524336	0.1656798	0.1169422				
70098.001.00	KILLEN 13 5D ALT	BOSSIER	LA	1701524336	0.1010580	0.0676254				
70030.001.01	DEGUEURCE J A 5	DOSSILIC	L11	1701324330	0.1010300	0.0070254				
70115.001.00	ALT CV RA SU31	BOSSIER	LA	1701524486	0.1010567	0.0676254				
70127.001.00	ROLAND WARE 14 1 ALT	DE SOTO	LA	1703124224	0.0823570	0.0658856				
70128.001.00	TOMPKINS 2 7	BOSSIER	LA	1703124224	0.3619072	0.2712849	0.3589771	0.2690664		
70129.001.00	KINCAIDE 2 1	BOSSIER	LA	1701524577	0.3619072	0.2712849	0.3589771	0.2690664		
70131.001.00	ROBERTS 19 4 ALT	BOSSIER	LA	1701524570	0.1385424	0.0981009	0.5505//1	0.2030004		
/0131.001.00	ETHEL WARE 12 1 ALT:	DUSSIER	LA	1/01524591	0.1303424	0.0961009				
70134.001.00	CV RA SUX	DE SOTO	LA	1703124060	0.0669685	0.0535748				
70134.001.00	KIRK 18 2	BOSSIER	LA	1703124000	0.3797543	0.2887236				
/0136.001.00		DUSSIER	LA	1/01324300	0.3/9/343	0.200/230				
701 41 001 00	JOHNSON E E ESTATE 19	DOCCIED	т л	1701524712	0.0501120	0.0410507				
70141.001.00	1; HA RA	BOSSIER	LA	1701524713	0.0591128	0.0419597				
70146 001 00	KNIGHTON ETAL 11 5_HA	DOCCIED	т А	1701524600	0.0000400	0.0022200				
70146.001.00	RA SU99	BOSSIER	LA	1701524608	0.0966408	0.0832200				
701 46 000 00	KNIGHTON 11 6H LCV RA	DOCCIED	т л	1701524726	0.1112072	0.0022000				
70146.002.00	SU70	BOSSIER	LA	1701524726	0.1113873	0.0832000				
	BRIDGES 31 4 ALT_HOSS	D. C.								
70147.001.00	RA SU4	BOSSIER	LA	1701524595	0.0734045	0.0551203				
	WADZECK 12 2H ALT; HA	DE 0000								
70157.001.00	RA SUE	DE SOTO	LA	1703124883	0.0669685	0.0537480				
70160.001.00	THIGPEN 14 5H ALT	DE SOTO	LA	1703124899	0.0363971	0.0291177				
	THIGPEN 14 #6 ALT HA									
70160.002.00	RA SUG	DE SOTO	LA	1703125784	0.0363971	0.0291177				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	THIGPEN 14 7 ALT HA RA									
70160.003.00	SUG	DE SOTO	LA	1703125785	0.0363971	0.0291177				
70164.001.00	EVANS 13 2H ALT	DE SOTO	LA	1703124951	0.0877169	0.0701735				
	BRENNER 11 1 HA RA									
70168.001.00	SUD	DE SOTO	LA	1703125037	0.1302266	0.1041812				
	BRENNER 11 3; HA RA									
70168.002.00	SUD	DE SOTO	LA	1703125673	0.1302266	0.1041812				
	BRENNER 11 2; HA RA									
70168.003.00	SUD	DE SOTO	LA	1703125672	0.1302266	0.1041812				
70178.001.00	THIGPEN 13 3H ALT	DE SOTO	LA	1703125129	0.0819060	0.0705525				
70179.001.00	LANE ETAL 14 2 ALT	DE SOTO	LA	1703125154	0.0363971	0.0291177				
	LANE ETAL 14 #3 ALT HA									
70179.002.00	RA SUG	DE SOTO	LA	1703125788	0.0363971	0.0291177				
	LANE ETAL 14 4 ALT HA									
70179.003.00	RA SUG	DE SOTO	LA	1703125789	0.0363971	0.0291177				
	ANDERSON J C 10H 1; HA									
70183.001.00	RA SUN	DE SOTO	LA	1703125198	0.0312500	0.0250000				
	FEIST 7 16 11 H 1_HA RA	D 0 0 0 0 1 1 1 1		.=0.=0.0=.						
70187.001.00	SU130	BOSSIER	LA	1701524674	0.1648277	0.1252689				
70188.001.00	FEIST 7 H 1 HA RA SU 130	BOSSIER	LA	1701524675	0.1648277	0.1252689				
	MCDOWELL 7H-1 HA RA	D 0 0 0 0 1 1 1 1		.=0.=0.=.0						
70192.000.00	SU130	BOSSIER	LA	1701524746	0.1648277	0.1252689				
70105 001 00	FRANKS 16-16-12 H1; HA	DOCCIED	т А	1701524720	0.0000004	0.0742426				
70195.001.00	RA SU11	BOSSIER	LA	1701524728	0.0929294	0.0743436				
70106 000 00	LONG - DEHAN 7 H-2 HA	DOCCIED	Τ. Δ	1701524720	0.1640277	0.1252600				
70196.000.00	RA SU130	BOSSIER	LA	1701524738	0.1648277	0.1252689				
70107 000 00	LONG-DEHAN 7 H-3 HA	DOCCIED	т А	1701524720	0.1640277	0.1252600				
70197.000.00	RA SU130 BATES 14 #1 ALT HA RA	BOSSIER	LA	1701524739	0.1648277	0.1252689				
70198.001.00	SUG	DE SOTO	LA	1703125783	0.0363971	0.0291177				
/0198.001.00	BATES 14 2 ALT HA RA	DE 2010	LA	1/03125/83	0.03639/1	0.02911//				
70100 002 00	SUG	DE SOTO	LA	1702125707	0.0363971	0.0201177				
70198.002.00	MCDOWELL 7H-2 HA RA	DE SOTO	LA	1703125787	0.0363971	0.0291177				
70200.001.00	SU130	BOSSIER	LA	1701534747	0.1648277	0.1252689				
/0200.001.00	MCDOWELL 7H-3 HA RA	BOSSIER	LA	1701524747	0.10482//	0.1252689				
70201.001.00	SU130	BOSSIER	LA	1701524748	0.1648277	0.1252689				
/0201.001.00	LONG-DEHAN 7H-1 HA	DOSSIER	LA	1/01324/40	0.10402//	0.1232009				
70202.001.00	RASU130	BOSSIER	LA	1701524737	0.1648277	0.1252689				
70202.001.00	IA30130	DOSSIER	LA	1/01324/3/	0.10404//	0.1232009				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
73999.429.00	MCSWAIN 1	SHELBY	TX	4241931063	0.0000000	0.0009143				
73999.430.00	MCSWAIN 2	SHELBY	TX	4241931126	0.0000000	0.0009143				
73999.431.00	MCSWAIN 3	SHELBY	TX	4241931177	0.0000000	0.0009143				
73999.432.00	MCSWAIN 5	SHELBY	TX	4241931257	0.0000000	0.0009143				
73999.433.00	MCSWAIN 6	SHELBY	TX	4241931269	0.0000000	0.0009143				
73999.434.00	MCSWAIN 7H	SHELBY	TX	4241931335	0.0000000	0.0009143				
76000.001.00	GRANT 1	SHELBY	TX	4241930985	1.0000000	0.7610278				
76000.002.00	GRANT 4	SHELBY	TX	4241931102	1.0000000	0.7610278				
76000.003.00	GRANT 2	SHELBY	TX	4241931119	1.0000000	0.7610278				
76000.004.00	GRANT 3	SHELBY	TX	4241931276	1.0000000	0.7610278				
76000.005.00	GRANT 5	SHELBY	TX	4241931284	1.0000000	0.7610278				
76001.001.00	NOBLES 1 T	SHELBY	TX	4241931069	1.0000000	0.7674377				
76001.001.01	NOBLES 1 C	SHELBY	TX	4241931069	1.0000000	0.7674377				
	NOBLES 1 PETTIT-TRAVIS									
76001.001.02	PEAK	SHELBY	TX	4241931069	1.0000000	0.7674377				
76001.002.00	NOBLES 3	SHELBY	TX	4241931110	1.0000000	0.7674377				
76001.003.00	NOBLES 5	SHELBY	TX	4241931104	1.0000000	0.7674377				
76001.004.00	NOBLES 9 T	SHELBY	TX	4241931127	1.0000000	0.7674377				
76001.004.01	NOBLES 9 C	SHELBY	TX	4241931127	1.0000000	0.7674377				
	NOBLES 9 PETTIT-TRAVIS									
76001.004.02	PEAK FM	SHELBY	TX	4241931127	1.0000000	0.7674377				
76001.005.00	NOBLES 2	SHELBY	TX	4241931123	1.0000000	0.7674377				
76001.006.00	NOBLES 4 T	SHELBY	TX	4241931203	1.0000000	0.7674377				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
76001.006.01	NOBLES 4	SHELBY	TX	4241931203	1.0000000	0.7674377				
	NOBLES 4 PETTIT-									
76001.006.02	TRAVIS PEAK	SHELBY	TX	4241931203	1.0000000	0.7674377				
76001.007.00	NOBLES 6	SHELBY	TX	4241931228	1.0000000	0.7674377				
76001.008.00	NOBLES 7	SHELBY	TX	4241931298	1.0000000	0.7674294				
76002.001.00	WHEELER 1	SHELBY	TX	4241931356	1.0000000	0.7856379				
76002.002.00	WHEELER 2	SHELBY	TX	4241931199	1.0000000	0.7856379				
76002.003.00	WHEELER 3	SHELBY	TX	4241931297	1.0000000	0.7856379				
76002.010.00	WHEELER 10	SHELBY	TX	4241931449	1.0000000	0.7856379				
76005.001.00	ADAMS GU 2	SHELBY	TX	4241931308	0.1523149	0.1270881				
80001.001.00	708 JV S PYOTE 20 6 6	WARD	TX	4247530640	0.1250000	0.1041670				
80001.002.00	708 JV S PYOTE 3 20 3L	WARD	TX	4247530413	0.1250000	0.1041670				
80001.002.01	708 JV S PYOTE 3 20 3U	WARD	TX	4247530413	0.1250000	0.1041670				
80002.001.00	8802 JV P FUHRMAN C 1	ANDREWS	TX	4200336575	0.3625350	0.2812429	0.3625350	0.2624934		
80002.006.00	8802 JV P FUHRMAN C 14	ANDREWS	TX	4200337206	0.3625350	0.2624933				
80002.007.00	8802 JV P FUHRMAN C 15	ANDREWS	TX	4200337309	0.3625350	0.2624933				
	8802 JV FUHRMAN C16									
80002.008.00	684025 CLF	ANDREWS	TX	4200341125	0.2465237	0.1912452	0.2465237	0.1784955		
	8802 JV FUHRMAN C16									
80002.008.01	684055 SA	ANDREWS	TX	4200341125	0.2465237	0.1912452	0.2465237			
80002.009.00	8802 JV P FUHRMAN C 2	ANDREWS	TX	4200336642	0.3625350	0.2812429	0.3625350	0.2624934		
80002.010.00	8802 JV P FUHRMAN C 3	ANDREWS	TX	4200336766	0.3625350	0.2812429	0.3628348	0.2624933		
80002.011.00	8802 JV P FUHRMAN C 5	ANDREWS	TX	4200336850	0.3625350	0.2812429	0.3625348	0.2624934		
80002.012.00	8802 JV P FUHRMAN C 6	ANDREWS	TX	4200336887	0.3625350	0.2812429	0.3625348	0.2624934		

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80002.013.00	8802 JV P FUHRMAN C 7	ANDREWS	TX	4200336920	0.3625350	0.2812429	0.3625348	0.2624934		
	8802 JV P FUHRMAN C									
80002.014.00	8W	ANDREWS	TX	4200336943	0.3625350	0.2812429	0.3625348	0.2624934		
80003.001.00	ALLEN T P 1	SCURRY	TX	4241532140	0.0000081	0.0220566				
80004.001.00	ALLISON 1	UPTON	TX	4246134839	0.0187500	0.0187500				
80005.001.00	BEASLEY 48 1	TERRY	TX	4244532102	0.2500000	0.1875000				
80005.002.00	BEASLEY 48 2	TERRY	TX	4244532103	0.2500000	0.1875000				
80005.003.00	BEASLEY 48 3	TERRY	TX	4244532110	0.2500000	0.1875000				
80005.004.00	BEASLEY 48 4	TERRY	TX	4244532112	0.2500000	0.1875000				
80005.005.00	BEASLEY 48 5	TERRY	TX	4244532146	0.2500000	0.1875000				
	BENEDUM SPRABERRY									
80006.000.00	UNIT	UPTON	TX		0.0088430	0.0077376				
80007.001.00	BERDA 1	UPTON	TX	4246134933	0.0281250	0.0281250				
80007.002.00	BERDA 3	UPTON	TX	4246136775	0.0281250	0.0281250				
80008.001.00	BRANCH B 1	IRION	TX	4223531249	0.1250000	0.1026367				
80008.002.00	BRANCH B 2	IRION	TX	4223531282	0.1250000	0.1026367				
80009.001.00	COOPER 43 1L	WARD	TX	4247530531	0.0318065	0.0267150				
80009.001.01	COOPER 43 1U	WARD	TX	4247530531	0.0318065	0.0267150				
80010.001.00	COOPER 43 2L	WARD	TX	4247534633	0.0318065	0.0267150				
80010.001.01	COOPER 43 2U	WARD	TX	4247534633	0.0318065	0.0267150				
80010.003.00	COOPER 43 3	WARD	TX	4247534681	0.0318065	0.0267150				
80011.001.00	CRAVENS B 1	IRION	TX	4223530418	0.1875000	0.1406250				
80011.002.00	CRAVENS B 2	IRION	TX	4223530522	0.1875000	0.1406250				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80011.003.00	CRAVENS B 3	IRION	TX	4223530528	0.1875000	0.1406250				
80011.004.00	CRAVENS B 4	IRION	TX	4223530529	0.1875000	0.1406250				
80011.005.00	CRAVENS B 5	IRION	TX	4223533617	0.1875000	0.1406250				
	CRAZY WILDHORSE 110									
80012.001.00	UNIT 1H	UPTON	TX	4246134749	0.0046875	0.0046406				
	DARBY WILDHORSE 110									
80012.002.00	UNIT 1H	UPTON	TX	4246134717	0.0046875	0.0046406				
80013.001.00	MAYFIELD 447 D	CROCKETT	TX	4211054026	0.6462528	0.5050763				
80014.001.00	EDWARDS 2	WARD	TX	4247532295	0.0000000	0.0381150				
80015.001.00	FAT BOY 4 ORRI	WARD	TX	4247534798	0.0000000	0.0196172				
80015.002.00	FAT BOY 5 ORRI	WARD	TX	4247534825	0.0000000	0.0196172				
80016.001.00	FAT BOY 6	WARD	TX	4247535173	0.1603125	0.1294131				
80017.001.00	FAYE 1	UPTON	TX	4246134939	0.0187500	0.0187500				
80017.002.00	FAYE 2	UPTON	TX	4246136675	0.0187500	0.0187500				
80017.003.00	FAYE 3	UPTON	TX	4246136437	0.0187500	0.0187500				
80018.001.00	FRANKLIN 8 1	HOWARD	TX	4222735084	0.3184840	0.2574412				
80019.001.00	GARNET 108 1H	UPTON	TX	4246134395	0.0257813	0.0257812				
80020.001.00	HALE JOE JR 3	MARTIN	TX	4231732098	0.0957030	0.0884395				
	HARPER DEVONIAN									
80021.000.00	UNIT	ECTOR	TX		0.0864253	0.0729020				
80022.000.00	HILLGER KOLB UNIT	GLASSCOCK	TX		0.1450000	0.1094750				
	HOMANN SAN ANDRES									
80023.000.00	UNIT	GAINES	TX		0.0524679	0.0449485				
80024.001.00	HUTCHINSON WA 18 1	GLASSCOCK	TX	4217331079	0.1502750	0.1213782				
80024.002.00	HUTCHINSON WA 18 10	GLASSCOCK	TX	4217331080	0.1502750	0.1213782				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80024.003.00	HUTCHINSON WA 18 13	GLASSCOCK	TX	4217331081	0.1502750	0.1213782				
80024.004.00	HUTCHINSON WA 18 9	GLASSCOCK	TX	4217300002	0.1502750	0.1213782				
80025.000.00	JO MILL UNIT	BORDEN	TX		0.0123663	0.0106026				
80026.001.00	KONE A 1	PECOS	TX	4237101773	0.2500000	0.1894529				
80027.001.00	LATRICE 1	UPTON	TX	4246135064	0.0281250	0.0281250				
80027.002.00	LATRICE 2	UPTON	TX	4246135412	0.0281250	0.0281250				
80028.001.00	MARSHALL 14 1	HOWARD	TX	4222735886	0.2500000	0.2112154				
80029.001.00	MARTIN WH C 1	WARD	TX	4247535553	0.0000000	0.0312500	0.1250000	0.1250000		
80030.001.00	MAYFIELD 13 B	CROCKETT	TX	4210540258	0.6462528	0.5050763				
80031.001.00	MAYFIELD 438 A	CROCKETT	TX	4210540261	0.6462528	0.5139199				
80032.001.00	MULDROW 19 1	TERRY	TX	4244500521	0.2500000	0.1875000				
80032.002.00	MULDROW 19 2XH	TERRY	TX	4244532098	0.2500000	0.1875000				
80032.003.00	MULDROW 19 5	TERRY	TX	4244500529	0.2500000	0.1875000				
80032.004.00	MULDROW 19 8H	TERRY	TX	4244532202	0.2500000	0.1875000				
80032.005.00	MULDROW 19A 4	TERRY	TX	4244532106	0.2500000	0.1875000				
	S SUNFLOWER OIL									
80032.999.00	GATHERING LACT	TERRY	TX		0.2500000	0.0000000				
	S SUNFLOWER PH36 &									
80032.999.01	POOL 37 OIL SALES PL	TERRY	TX		0.2578560	0.0000000				
80033.001.00	MULDROW 23	TERRY	TX	4244532180	0.2479851	0.0000000				
80034.001.00	MULDROW 1	TERRY	TX	4244532037	0.2500000	0.1968750				
80034.002.00	MULDROW 10	TERRY	TX	4244532094	0.2500000	0.1968750				
80034.003.00	MULDROW 11	TERRY	TX	4244532104	0.2500000	0.1968750				

WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
MULDROW 12	TERRY	TX	4244532101	0.2500000	0.1968750				
MULDROW 13	TERRY	TX	4244532105	0.2500000	0.1968750				
MULDROW 14Y	TERRY	TX	4244532111	0.2500000	0.1968750				
MULDROW 15	TERRY	TX	4244532138	0.2500000	0.1968750				
MULDROW 16	TERRY	TX	4244532139	0.2500000	0.1968750				
MULDROW 17	TERRY	TX	4244532140	0.2500000	0.1968750				
MULDROW 18	TERRY	TX	4244532141	0.2500000	0.1968750				
MULDROW 19	TERRY	TX	4244532142	0.2500000	0.1968750				
MULDROW 2	TERRY	TX	4244532071	0.2500000	0.1968750				
MULDROW 20	TERRY	TX	4244532143	0.2500000	0.1968750				
MULDROW 21	TERRY	TX	4244532144	0.2500000	0.1968750				
MULDROW 3	TERRY	TX	4244532069	0.2500000	0.1968750				
MULDROW 4	TERRY	TX	4244532070	0.2500000	0.1968750				
MULDROW 5	TERRY	TX	4244532086	0.2500000	0.1968750				
MULDROW 6	TERRY	TX	4244532085	0.2500000	0.1968750				
MULDROW 7	TERRY	TX	4244532092	0.2500000	0.1968750				
MULDROW 8	TERRY	TX	4244532087	0.2500000	0.1968750				
MULDROW 9	TERRY	TX	4244532089	0.2500000	0.1968750				
MULDROW #24 WIW	TERRY	TX	4244532268	0.2500000	0.1968750				
MULDROW #25 WIW	TERRY	TX	4244532269	0.2500000	0.1968750				
MULDROW 22 WIW	TERRY	TX	4244532291	0.2500000	0.1968750				
	MULDROW 12 MULDROW 13 MULDROW 14Y MULDROW 15 MULDROW 16 MULDROW 17 MULDROW 18 MULDROW 19 MULDROW 20 MULDROW 20 MULDROW 21 MULDROW 21 MULDROW 3 MULDROW 4 MULDROW 5 MULDROW 6 MULDROW 7 MULDROW 7 MULDROW 8 MULDROW 9 MULDROW 9 MULDROW 9 MULDROW 9 MULDROW #24 WIW MULDROW #25 WIW	MULDROW 12 TERRY MULDROW 13 TERRY MULDROW 14Y TERRY MULDROW 15 TERRY MULDROW 15 TERRY MULDROW 16 TERRY MULDROW 17 TERRY MULDROW 19 TERRY MULDROW 20 TERRY MULDROW 20 TERRY MULDROW 21 TERRY MULDROW 21 TERRY MULDROW 21 TERRY MULDROW 3 TERRY MULDROW 3 TERRY MULDROW 4 TERRY MULDROW 5 TERRY MULDROW 5 TERRY MULDROW 6 TERRY MULDROW 6 TERRY MULDROW 7 TERRY MULDROW 7 TERRY MULDROW 8 TERRY MULDROW 9 TERRY MULDROW 9 TERRY MULDROW 9 TERRY MULDROW #24 WIW TERRY MULDROW #25 WIW TERRY	MULDROW 12         TERRY         TX           MULDROW 13         TERRY         TX           MULDROW 14Y         TERRY         TX           MULDROW 15         TERRY         TX           MULDROW 16         TERRY         TX           MULDROW 17         TERRY         TX           MULDROW 18         TERRY         TX           MULDROW 2         TERRY         TX           MULDROW 2         TERRY         TX           MULDROW 20         TERRY         TX           MULDROW 21         TERRY         TX           MULDROW 3         TERRY         TX           MULDROW 4         TERRY         TX           MULDROW 5         TERRY         TX           MULDROW 6         TERRY         TX           MULDROW 7         TERRY         TX           MULDROW 8         TERRY         TX           MULDROW 9         TERRY         TX           MULDROW #24 WIW         TERRY         TX           MULDROW #25 WIW         TERRY         TX	MULDROW 12         TERRY         TX         4244532101           MULDROW 13         TERRY         TX         4244532105           MULDROW 14Y         TERRY         TX         4244532111           MULDROW 15         TERRY         TX         4244532138           MULDROW 16         TERRY         TX         4244532139           MULDROW 17         TERRY         TX         4244532140           MULDROW 18         TERRY         TX         4244532141           MULDROW 19         TERRY         TX         4244532142           MULDROW 2         TERRY         TX         4244532142           MULDROW 20         TERRY         TX         4244532143           MULDROW 21         TERRY         TX         4244532144           MULDROW 3         TERRY         TX         4244532169           MULDROW 4         TERRY         TX         4244532069           MULDROW 5         TERRY         TX         4244532085           MULDROW 7         TERRY         TX         4244532085           MULDROW 8         TERRY         TX         4244532089           MULDROW #24 WIW         TERRY         TX         4244532089           MULDROW #25 WIW </td <td>MULDROW 12         TERRY         TX         4244532101         0.2500000           MULDROW 13         TERRY         TX         4244532105         0.2500000           MULDROW 14Y         TERRY         TX         4244532111         0.2500000           MULDROW 15         TERRY         TX         4244532138         0.2500000           MULDROW 16         TERRY         TX         4244532139         0.2500000           MULDROW 17         TERRY         TX         4244532140         0.2500000           MULDROW 18         TERRY         TX         4244532141         0.2500000           MULDROW 19         TERRY         TX         4244532142         0.2500000           MULDROW 2         TERRY         TX         4244532143         0.2500000           MULDROW 20         TERRY         TX         4244532071         0.2500000           MULDROW 21         TERRY         TX         4244532143         0.2500000           MULDROW 3         TERRY         TX         4244532144         0.2500000           MULDROW 4         TERRY         TX         4244532069         0.2500000           MULDROW 5         TERRY         TX         4244532069         0.2500000</td> <td>MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         4244532111         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 19         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 2         TERRY         TX         4244532071         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532144         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532069         0.2500000         0.19687</td> <td>MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         4244532111         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 19         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 21         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532144         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532069         0.2500000         0.1968</td> <td>MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         4244532111         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 29         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 5         TERRY         TX         4244532069         0.2500000         0.19687</td> <td>MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         424453211         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 2         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 2         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532144         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532069         0.2500000         0.1968750</td>	MULDROW 12         TERRY         TX         4244532101         0.2500000           MULDROW 13         TERRY         TX         4244532105         0.2500000           MULDROW 14Y         TERRY         TX         4244532111         0.2500000           MULDROW 15         TERRY         TX         4244532138         0.2500000           MULDROW 16         TERRY         TX         4244532139         0.2500000           MULDROW 17         TERRY         TX         4244532140         0.2500000           MULDROW 18         TERRY         TX         4244532141         0.2500000           MULDROW 19         TERRY         TX         4244532142         0.2500000           MULDROW 2         TERRY         TX         4244532143         0.2500000           MULDROW 20         TERRY         TX         4244532071         0.2500000           MULDROW 21         TERRY         TX         4244532143         0.2500000           MULDROW 3         TERRY         TX         4244532144         0.2500000           MULDROW 4         TERRY         TX         4244532069         0.2500000           MULDROW 5         TERRY         TX         4244532069         0.2500000	MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         4244532111         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 19         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 2         TERRY         TX         4244532071         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532144         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532069         0.2500000         0.19687	MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         4244532111         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 19         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 21         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532144         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532069         0.2500000         0.1968	MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         4244532111         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 29         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 5         TERRY         TX         4244532069         0.2500000         0.19687	MULDROW 12         TERRY         TX         4244532101         0.2500000         0.1968750           MULDROW 13         TERRY         TX         4244532105         0.2500000         0.1968750           MULDROW 14Y         TERRY         TX         424453211         0.2500000         0.1968750           MULDROW 15         TERRY         TX         4244532138         0.2500000         0.1968750           MULDROW 16         TERRY         TX         4244532139         0.2500000         0.1968750           MULDROW 17         TERRY         TX         4244532140         0.2500000         0.1968750           MULDROW 18         TERRY         TX         4244532141         0.2500000         0.1968750           MULDROW 2         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 2         TERRY         TX         4244532142         0.2500000         0.1968750           MULDROW 20         TERRY         TX         4244532143         0.2500000         0.1968750           MULDROW 3         TERRY         TX         4244532144         0.2500000         0.1968750           MULDROW 4         TERRY         TX         4244532069         0.2500000         0.1968750

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80035.001.00	MUNN 40 1	CRANE	TX	4210330527	0.7649250	0.6526808				
80035.001.01	MUNN 1 U DUAL COMP	CRANE	TX	4210330527	0.7649250	0.6526808				
80035.002.00	MUNN 40 1U	CRANE	TX	4210330684	0.7649250	0.6526808				
80035.003.00	MUNN 540	CRANE	TX	4210330688	0.7649250	0.6554817				
80035.004.00	MUNN 40 4L	CRANE	TX	4210330740	0.7649250	0.6526808				
80035.005.00	MUNN 40 6L	CRANE	TX	4210330766	0.7649250	0.6526808				
80035.006.00	MUNN 40 8	CRANE	TX	4210330840	0.7649250	0.6526808				
80035.007.00	MUNN 40 12	CRANE	TX	4210332214	0.7649250	0.6526808				
80035.008.00	MUNN 240	ANDREWS	TX	4210330588	0.7649250	0.6535941				
80035.009.00	MUNN 640	ANDREWS	TX	4210330757	0.7649250	0.6535941				
80035.010.00	MUNN 340	ANDREWS	TX	4210330590	0.7649250	0.6535941				
80036.001.00	MUNN 40 A4	CRANE	TX	4210330684	0.6952725	0.5532907				
80036.002.00	MUNN A 2	CRANE	TX	4210330697	0.6918853	0.5476485				
80036.003.00	MUNN A 3	CRANE	TX	4210330702	0.6918853	0.5476485				
80036.004.00	MUNN A 7	CRANE	TX	4210330792	0.6918853	0.5476485				
80037.001.00	OLIVIA 1	UPTON	TX	4246134838	0.0281250	0.0281250				
80038.001.00	PARKER 1	UPTON	TX	4246135778	0.0187500	0.0187500				
	PECOS VLY 5400 DEV									
80039.000.00	UNIT	PECOS	TX		0.2396730	0.1733552				
80040.001.00	PERNER PC 1	CROCKETT	TX	4210532998	0.0585940	0.0488281				
80041.001.00	POOL 37 1	TERRY	TX	4244532126	0.2500000	0.1977946				
80041.002.00	POOL 37 17	TERRY	TX	4244532175	0.2500000	0.1977946				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80041.003.00	POOL 37 19	TERRY	TX	4244532170	0.2500000	0.1977946			<u> </u>	
80041.004.00	POOL 37 2	TERRY	TX	4244532125	0.2500000	0.1977946				
80041.005.00	POOL 37 3	TERRY	TX	4244532147	0.2500000	0.1977946				
80041.006.00	POOL 37 4	TERRY	TX	4244532148	0.2500000	0.1977946				
80041.007.00	POOL 37 5	TERRY	TX	4244532196	0.2500000	0.1977946				
80041.008.00	POOL 37 6	TERRY	TX	4244532197	0.2500000	0.1977946				
80042.003.00	POOL HANNES 36 1136	TERRY	TX	4244531522	0.3103363	0.2327522				
80042.004.00	POOL HANNES 36 1236	TERRY	TX	4244531514	0.3103363	0.2327522				
80042.005.00	POOL HANNES 36 1336	TERRY	TX	4244531525	0.3103363	0.2327522				
80042.006.00	POOL HANNES 36 1436	TERRY	TX	4244531513	0.3103363	0.2327522				
80042.007.00	POOL HANNES 36 1536	TERRY	TX	4244531807	0.0037826	0.0028369				
80042.011.00	POOL HANNES 36 19 WI	TERRY	TX	4244532177	0.2489925	0.1867444				
80042.012.00	POOL HANNES 36 20 WI	TERRY	TX	4244532176	0.2479850	0.1867444				
80042.013.00	POOL HANNES 36 21	TERRY	TX	4244532209	0.2620616	0.0000000				
80042.014.00	POOL HANNES 36 22 WIW	TERRY	TX	4244532261	0.2479851	0.0000000				
80042.015.00	POOL HANNES 36 23 WIW	TERRY	TX	4244532260	0.2640766	0.0000000				
80042.016.00	POOL HANNES 36 3036	TERRY	TX	4244531266	0.3103363	0.2327522				
80042.017.00	POOL HANNES 36 4036	TERRY	TX	4244531260	0.3103363	0.2327522				
80042.019.00	POOL HANNES 36 6036	TERRY	TX	4244531404	0.3103363	0.2327522				
80042.020.00	POOL HANNES 36 7036	TERRY	TX	4244531420	0.3103363	0.2327522				
80042.021.00	POOL HANNES 36 8036	TERRY	TX	4244531507	0.3103363	0.2327522				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80042.022.00	POOL HANNES 36 9036	TERRY	TX	4244531419	0.3103363	0.2327522				
80043.001.00	POOL HANNES 37 2	TERRY	TX	4244531233	0.3750000	0.2812500				
80044.001.00	QUINN 16 1 SWD	HOWARD	TX	4222734719	0.2080000	0.0000000				
80045.001.00	RANCH HAND 55 1	CROCKETT	TX	4210538245	0.0845799	0.0707926				
80045.002.00	RANCH HAND 55 2	CROCKETT	TX	4210538251	0.0845799	0.0707926				
80045.003.00	RANCH HAND 55-4	PECOS	TX	4210538959	0.0845799	0.0707926	0.0000000	0.0000000		
80046.001.00	RANCH HAND 55 3 SWD	CROCKETT	TX	4210538250	0.0849666	0.0000000				
80047.001.00	RED DRAW 5	HOWARD	TX	4222735273	0.1250000	0.1250000				
80048.001.00	RILEY 1	UPTON	TX	4246135766	0.0281250	0.0281250				
80049.001.00	ROCKER B 1Z	REAGAN	TX	4238330125	0.2500000	0.1875000				
80049.002.00	ROCKER B 4Z	REAGAN	TX	4238333390	0.2500000	0.1875000				
80049.003.00	ROCKER B 5Z	IRION	TX	4223533619	0.2500000	0.1875000				
80049.004.00	ROCKER B 9Z	IRION	TX	4223534233	0.2500000	0.1875000				
80050.001.00	ROCKER B CC 5	IRION	TX	4223533752	0.1750000	0.1312500				
80051.001.00	ROCKER B 3KK	IRION	TX	4223530166	0.2500000	0.1875000				
80051.002.00	ROCKER B 4KK	IRION	TX	4223530167	0.2500000	0.1875000				
80051.003.00	ROCKER B 6KK	IRION	TX	4223533361	0.2500000	0.1875000				
80051.004.00	ROCKER B 7KK	IRION	TX	4223533362	0.2500000	0.1875000				
80051.005.00	ROCKER B 8KK	IRION	TX	4223533363	0.2500000	0.1875000				
80051.007.00	ROCKER B 9KK	IRION	TX	4223534235	0.2500000	0.1875000				
80051.008.00	ROCKER "B" 5KK	IRION	TX	4223533107	0.2500000	0.1875000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80052.001.00	ROCKER B 5NN	IRION	TX	4223533659	0.2500000	0.1875000				
80052.002.00	ROCKER B 6NN	IRION	TX	4223533662	0.2500000	0.1875000				
80052.003.00	ROCKER B 7NN	IRION	TX	4223533661	0.2500000	0.1875000				
80053.001.00	ROCKER B 5MM	IRION	TX	4223533038	0.2500000	0.1875000				
80053.002.00	ROCKER B 6MM	IRION	TX	4223533104	0.2500000	0.1875000				
80053.003.00	ROCKER B 7MM	IRION	TX	4223533365	0.2500000	0.1875000				
80053.004.00	ROCKER B 8MM	IRION	TX	4223533364	0.2500000	0.1875000				
80053.005.00	ROCKER B 9MM	IRION	TX	4223533652	0.2500000	0.1875000				
80054.001.00	ROCKER B 1FF	IRION	TX	4223530127	0.2500000	0.1875000				
80054.002.00	ROCKER B 3FF	IRION	TX	4223530132	0.2500000	0.1875000				
80054.003.00	ROCKER B 5FF	IRION	TX	4223533651	0.2500000	0.1875000				
80055.001.00	ROCKER B 10X	IRION	TX	4223530089	0.2500000	0.1875000				
80055.002.00	ROCKER B 27X	IRION	TX	4223533653	0.2500000	0.1875000				
80055.003.00	ROCKER B 18X	REAGAN	TX	4238333393	0.2500000	0.1875000				
80055.004.00	ROCKER B 23X	REAGAN	TX	4238333494	0.2500000	0.1875000				
80055.005.00	ROCKER B 33X	REAGAN	TX	4238336197	0.2500000	0.1875000				
80055.006.00	ROCKER B 7X	REAGAN	TX	4238330124	0.2500000	0.1875000				
80055.007.00	ROCKER B 8X	REAGAN	TX	4238330128	0.2500000	0.1875000				
80055.008.00	ROCKER B 9X	IRION	TX	4223530092	0.2500000	0.1875000				
80055.009.00	ROCKER "B" 2X	REAGAN	TX	4238330118	0.2500000	0.1875000				
80055.010.00	ROCKER "B" 4X	REAGAN	TX	4238332173	0.2500000	0.1875000				

PRO	PERTY										
NO		WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
8005	55.011.00	ROCKER "B" 6X	REAGAN	TX	4238330114	0.2500000	0.1875000				
8005	55.012.00	ROCKER "B" 12X	IRION	TX	4223531896	0.2500000	0.1875000				
8005	55.013.00	ROCKER "B" 13X	IRION	TX	4223530078	0.2500000	0.1875000				
8005	55.014.00	ROCKER "B" 14X	IRION	TX	4223530083	0.2500000	0.1875000				
8005	55.015.00	ROCKER "B" 16X	IRION	TX	4223530100	0.2500000	0.1875000				
8005	55.016.00	ROCKER "B" 17X	REAGAN	TX	4238332863	0.2500000	0.1875000				
8005	55.017.00	ROCKER "B" 19X	REAGAN	TX	4238333429	0.2500000	0.1875000				
8005	55.018.00	ROCKER "B" 20X	REAGAN	TX	4238333424	0.2500000	0.1875000				
8005	55.019.00	ROCKER "B" 21X	REAGAN	TX	4238333493	0.2500000	0.1875000				
8005	55.020.00	ROCKER "B" 22X	REAGAN	TX	4238333495	0.2500000	0.1875000				
8005	55.021.00	ROCKER "B" 24X	IRION	TX	4223532891	0.2500000	0.1875000				
8005	55.022.00	ROCKER "B" 25X	IRION	TX	4223533631	0.2500000	0.1875000				
8005	55.023.00	ROCKER "B" 29X	IRION	TX	4223534320	0.2500000	0.1875000				
8005	56.005.00	ROCKER B 5JJ	REAGAN	TX	4223532868	0.2500000	0.1875000				
8005	56.006.00	ROCKER B 7JJ	IRION	TX	4223533669	0.2500000	0.1875000				
8005	57.001.00	ROCKER B 4GG	IRION	TX	4223531880	0.2500000	0.1875000				
8005	57.002.00	ROCKER B 5GG	IRION	TX	4223533618	0.2500000	0.1875000				
8005	57.003.00	ROCKER B 6GG	IRION	TX	4223533647	0.2500000	0.1875000				
8005	57.004.00	ROCKER B 7GG	IRION	TX	4223533658	0.2500000	0.1875000				
8008	61.001.00	ROCKER B 1HH	IRION	TX	4223530137	0.2500000	0.1875000				
8008	61.002.00	ROCKER B 2HH	IRION	TX	4223530213	0.2500000	0.1875000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80061.004.00	ROCKER B 3HH	IRION	TX	4223530214	0.2500000	0.1875000				
80061.005.00	ROCKER B 5HH	IRION	TX	4223533306	0.2500000	0.1875000				
80061.006.00	ROCKER B 6HH	IRION	TX	4223533305	0.2500000	0.1875000				
80061.007.00	ROCKER B 7HH	IRION	TX	4223533435	0.2500000	0.1875000				
80061.008.00	ROCKER B 8HH	IRION	TX	4223533429	0.2500000	0.1875000				
80061.009.01	ROCKER B 9HH	IRION	TX	4223534234	0.2500000	0.1875000				
80062.001.00	ROCKER B 1SS	REAGAN	TX	4238330299	0.2500000	0.1875000				
80062.003.00	ROCKER B 3SS	IRION	TX	4223530232	0.2500000	0.1875000				
80062.004.00	ROCKER B 4SS	IRION	TX	4223530230	0.2500000	0.1875000				
80062.005.00	ROCKER B 6SS	REAGAN	TX	4238334683	0.2500000	0.1875000				
80062.006.00	ROCKER "B" 2SS	REAGAN	TX	4238330298	0.2500000	0.1875000				
80063.001.00	ROMONE UNIT 1	WARD	TX	4247530511	0.0544085	0.0465154				
80064.002.00	RUBY 1	MARTIN	TX	4231735696	0.0899900	0.0700271				
80065.001.00	SIBLEY STATE GU 2 1	PECOS	TX	4237110646	0.3638888	0.3184027				
	SIMPSON CANYON 1044									
80066.001.00	UNIT 1	CROCKETT	TX	4210539658	0.0000000	0.0100331				
	SIMPSON CANYON 2027									
80067.001.00	UNIT 1	CROCKETT	TX	4210539779	0.0000000	0.0105332				
	SIMPSON CANYON 2027									
80067.002.00	UNIT 2	CROCKETT	TX	4210540875	0.0000000	0.0105332				
	SIMPSON CANYON 2044									
80068.001.00	UNIT 1	CROCKETT	TX	4210539794	0.2500000	0.2112154				
	SIMPSON CANYON 3044									
80069.001.00	UNIT 1	CROCKETT	TX	4210539912	0.2500000	0.2112154				
	SINCLAIR CONNELL									
80070.001.00	1022U	ECTOR	TX	4213520633	0.5456250	0.3879053				
80071.001.00	SLAUGHTER 2	BORDEN	TX	4203300411	0.5000000	0.4375000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80072.001.00	SOFT TAIL 1 ORRI	WARD	TX	4247534601	0.0000000	0.0185400				
80072.002.00	SOFT TAIL 2 ORRI	WARD	TX	4247534671	0.0000000	0.0185400				
80073.003.00	SOFT TAIL 3 ORRI	WARD	TX	4247534703	0.0000000	0.0185400				
	SPRABERRY DRIVER									
80074.000.00	UNIT	GLASSCOCK	TX		0.0095793	0.0076828				
80075.001.00	SPRING CREEK 1	IRION	TX	4223531926	0.1912500	0.1405688				
80075.002.00	SPRING CREEK 2	IRION	TX	4223532013	0.1912500	0.1405688				
80076.001.00	SUGG ELA C 55 1	IRION	TX	4223530761	0.1250000	0.1035158				
80076.002.00	SUGG ELA C 55 2	IRION	TX	4223531161	0.1250000	0.1035158				
80076.003.00	SUGG ELA C 55 4	IRION	TX	4223533687	0.1250000	0.1035158				
80077.001.00	TUBB 9 UNIT 1	WINKLER	TX	4249510933	0.0074507	0.0061089				
80077.002.00	TUBB 9 UNIT 2	WINKLER	TX	4249532997	0.0074507	0.0063425				
80078.001.00	TUBB ESTATE 1	WINKLER	TX	4249510811	0.0000000	0.0000000	0.0076661	0.0065521		
80079.001.00	TUBB ESTATE 2-25	WINKLER	TX	4249530016	0.0076661	0.0065521				
80079.002.00	TUBB ESTATE 2 1L	WINKLER	TX	4249531705	0.0024811	0.0021016				
80079.003.00	TUBB ESTATE 2 1U	WINKLER	TX	4249531705	0.0024811	0.0021016				
80080.001.00	TUBB ESTATE 22 1R	WINKLER	TX	4249510934	0.0000000	0.0112403				
80080.002.00	TUBB ESTATE 22 2	WINKLER	TX	4249532057	0.0000000	0.0112403				
80081.001.00	TUBB ESTATE 3	WINKLER	TX	4249532097	0.0000000	0.0000000	0.0082672	0.0077574		
80082.001.00	TUBB ESTATE A1022	WINKLER	TX	4249531858	0.0000000	0.0112403				
80083.001.00	TUBB JB F 25	CRANE	TX	4210335435	0.0000000	0.0489843				
80083.002.00	TUBB JB F 26	CRANE	TX	4210335459	0.0000000	0.0489843				

PROPERTY NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80083.003.00	TUBB JB F 27	CRANE	TX	4210335434	0.0000000	0.0489843	711 O W1(1)	AIT O TAKE (1)	711 O W1 (2)	7H O TVICE (2)
80083.004.00	TUBB JB F 28	CRANE	TX	4210335439	0.0000000	0.0519774				
80083.005.00	TUBB JB F 29	CRANE	TX	4210335455	0.0000000	0.0519774				
80083.006.00	TUBB JB F 30	CRANE	TX	4210335456	0.0000000	0.0519774				
80083.007.00	TUBB JB F 31	CRANE	TX	4210335457	0.0000000	0.0489843				
80083.008.00	TUBB JB F 32	CRANE	TX	4210335458	0.0000000	0.0489843				
80083.009.00	TUBB JB J 2	CRANE	TX	4210335568	0.0000000	0.0567968				
80083.010.00	TUBB JB J WELL 1	CRANE	TX	4210305523	0.0000000	0.0500819				
80083.011.00	TUBB JB F 5U	CRANE	TX	4210302812	0.0000000	0.0489843				
80083.012.00	TUBB JB F 9L	CRANE	TX	4210330940	0.0000000	0.0489843				
80083.013.00	TUBB JB F 10L	CRANE	TX	4210331125	0.0000000	0.0489843				
80083.014.00	TUBB JB F 11L	CRANE	TX	4210331204	0.0000000	0.0489843				
80083.015.00	TUBB JB F 12L	CRANE	TX	4210331312	0.0000000	0.0489843				
80083.016.00	TUBB JB F 13L	CRANE	TX	4210331396	0.0000000	0.0489843				
80083.017.00	TUBB JB F 14L	CRANE	TX	4210331464	0.0000000	0.0489843				
80083.018.00	TUBB JB F 15	CRANE	TX	4210331465	0.0000000	0.0489843				
80083.019.00	TUBB JB F 16	CRANE	TX	4210331910	0.0000000	0.0489843				
80083.020.00	TUBB JB F 17	CRANE	TX	4210332217	0.0000000	0.0489843				
80083.021.00	TUBB JB F 19	CRANE	TX	4210332234	0.0000000	0.0489843				
80083.022.00	TUBB JB F 18	CRANE	TX	4210332235	0.0000000	0.0489843				
80083.023.00	TUBB JB F 20	CRANE	TX	4210332495	0.0000000	0.0489843				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80083.024.00	TUBB JB F 22	CRANE	TX	4210333286	0.0000000	0.0489843				
80083.025.00	TUBB JB F 24	CRANE	TX	4210333315	0.0000000	0.0489843				
80083.026.00	TUBB JB F 23	CRANE	TX	4210333318	0.0000000	0.0489843				
80083.027.00	TUBB JB F 34	CRANE	TX	4210335555	0.0000000	0.0489843				
80083.028.00	TUBB JB F 35	CRANE	TX	4210335556	0.0000000	0.0489843				
80083.029.00	TUBB JB F 33	CRANE	TX	4210335561	0.0000000	0.0489843				
80083.030.00	TUBB JB F 36	CRANE	TX	4210335609	0.0000000	0.0489843				
80083.031.00	TUBB JB F 37	CRANE	TX	4210335610	0.0000000	0.0489843				
80083.032.00	TUBB JB F 1	CRANE	TX	4210305636	0.0000000	0.0489843				
80083.033.00	TUBB JB F 2	CRANE	TX	4210305637	0.0000000	0.0489843				
80083.034.00	TUBB JB F 3	CRANE	TX	4210305639	0.0000000	0.0489843				
80083.035.00	TUBB JB F 4U	CRANE	TX	4210302811	0.0000000	0.0489843				
80083.036.00	TUBB JB F 21L	CRANE	TX	4210332496	0.0000000	0.0489843				
	TXL DEVON MAIN PAY									
80084.000.00	UNIT	ECTOR	TX		0.0860842	0.0604377				
80085.001.00	UNIVERSITY 18 4 2	WARD	TX	4247531989	0.1014209	0.0845174				
80085.002.00	UNIVERSITY 18 4 3	WARD	TX	4247532169	0.1014209	0.0845174				
80086.001.00	UNIVERSITY 18 6 2	WARD	TX	4247530593	0.0977806	0.0793693				
80087.001.00	UNIVERSITY 18 6 3	WARD	TX	4247534200	0.0990948	0.0820107				
80088.001.00	UP FOR GRABS 1	SCURRY	TX	4241533155	0.4375000	0.3575809				
80089.001.00	WARD 17 1	HOWARD	TX	4222735842	0.2500000	0.2112154				
80090.001.00	WINDHAM 108 1H	UPTON	TX	4246134324	0.0164063	0.0145312				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80090.002.00	WINDHAM 108 2H	UPTON	TX	4246134332	0.0164063	0.0145312				
80091.001.00	WINDHAM R S 1	UPTON	TX	4246104292	0.0000000	0.0117187				
	WINDHAM WILDHORSE									
80092.001.00	110 1H	UPTON	TX	4246134501	0.0046875	0.0046406				
	WRAGE HENDRICKSON									
80092.002.00	11	GLASSCOCK	TX	4217333110	0.0000000	0.0000000	0.2500000	0.2050783	0.2500000	0.2187500
	WRAGE HENDRICKSON									
80092.003.00	3	GLASSCOCK	TX	4217301094	0.2500000	0.2050783	0.2500000	0.2187500		
	WRAGE HENDRICKSON									
80092.004.00	4	GLASSCOCK	TX	4217301095	0.2500000	0.2050783	0.2500000	0.2187500		
	WRAGE HENDRICKSON									
80092.005.00	6	GLASSCOCK	TX	4217301097	0.2500000	0.2050783	0.2500000	0.2187500		
	WRAGE-HENDRICKSON									
80092.006.00	A 9	GLASSCOCK	TX	4217331492	0.2500000	0.2050783	0.2500000	0.2187500		
	WRAGE HENDRICKSON									
80093.001.00	A 10	GLASSCOCK	TX	4217333109	0.2500000	0.2050783	0.2500000	0.2187500		
80094.001.00	MONTE 1	UPTON	TX	4246135063	0.0281250	0.0281250				
80095.002.00	SUGG ELA C 71 2	IRION	TX	4223531455	0.1250000	0.1035156				
80095.003.00	SUGG ELA C 71 3	IRION	TX	4223531468	0.1250000	0.1035156				
80095.004.00	SUGG ELA C 71 4	UPTON	TX	4223533686	0.1250000	0.1035156				
80096.001.00	TUBB 1 UNIT 1	WINKLER	TX	4249530070	0.0000000	0.0000000	0.0020164	0.0019390		
80097.001.00	NEAL A 2	UPTON	TX	4246133398	0.1417213	0.1095379				
80098.001.00	BLAKENEY B H E 1	ECTOR	TX	4213507767	0.0312500	0.0312500				
80099.001.00	COLONEL POTTER 1	ECTOR	TX	4213538145	0.1500000	0.1247601				
	CORRIGAN COWDEN									
80100.000.00	UNIT	ECTOR	TX		0.1220981	0.1068358				
80101.001.00	CUTLASS 1	WINKLER	TX	4249532936	0.1500000	0.1125000				
80101.002.00	CUTLASS 2	WINKLER	TX	4249532941	0.1500000	0.1125000				
80101.003.00	CUTLASS 3	ECTOR	TX	4213538632	0.1500000	0.1125000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80101.004.00	CUTLASS 4	ECTOR	TX	4213538732	0.1500000	0.1125000				
80101.005.00	CUTLASS 5	ECTOR	TX	4213538745	0.1500000	0.1125000				
80101.006.00	CUTLASS 6	WINKLER	TX	4249532981	0.1500000	0.1125000				
80102.001.00	DINES 1C	GAINES	TX	4216537033	0.0000000	0.0312500				
80103.001.00	ESPADA 1	WINKLER	TX	4249532950	0.1009318	0.0758970				
80103.002.00	ESPADA 2	WINKLER	TX	4249532957	0.1009318	0.0758970				
80103.003.00	ESPADA 3	WINKLER	TX	4249532979	0.1009318	0.0758970				
80104.001.00	FALCATTA 1	ECTOR	TX	4213538746	0.1500000	0.1312500				
80104.002.00	FALCATTA 2	ECTOR	TX	4213538744	0.1500000	0.1312500				
80104.003.00	FALCATTA 4	WINKLER	TX	4249533083	0.1500000	0.1312500				
80104.004.00	FALCATTA 3Y	WINKLER	TX	4249533082	0.1500000	0.1312500				
80105.001.00	FOIL 1	ECTOR	TX	4213538630	0.1500000	0.2375000				
80105.002.00	FOIL 2	ECTOR	TX	4213538631	0.1500000	0.2375000				
80106.001.00	FRANK BURNS 1H	ECTOR	TX	4213537977	0.1500000	0.1312500				
80106.002.00	FRANK BURNS 2H	ECTOR	TX	4213538176	0.1500000	0.1312500				
80107.001.00	HAWKEYE A 1	ECTOR	TX	4213537767	0.1500000	0.1143752				
80107.002.00	HAWKEYE B 1	ECTOR	TX	4213537816	0.1500000	0.1154571				
80107.003.00	HAWKEYE C 1	ECTOR	TX	4213537793	0.1500000	0.1168283				
80108.001.00	HENDRICKSON A 1	GLASSCOCK	TX	4217331555	0.0161483	0.0131205				
80108.002.00	HENDRICKSON A 2	GLASSCOCK	TX	4217331723	0.0161483	0.0131205				
80109.001.00	HOT LIPS 1	ECTOR	TX	4213537815	0.1500000	0.1125000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80109.002.00	HOT LIPS 2	ECTOR	TX	4213538016	0.1500000	0.1125000				
80109.003.00	HOT LIPS 3	WINKLER	TX	4249532880	0.1500000	0.1125000				
80109.004.00	HOT LIPS 4	WINKLER	TX	4249532891	0.1500000	0.1125000				
80110.001.00	HOULIHAN 1	WINKLER	TX	4249532885	0.1500000	0.2375000				
80110.002.00	HOULIHAN 2	WINKLER	TX	4249532892	0.1500000	0.2375000				
80111.001.00	KLINGER A 1	ECTOR	TX	4213537946	0.1125000	0.0871875				
80111.002.00	KLINGER A 2H	ECTOR	TX	4213538108	0.1125000	0.0871875				
	N CENTRAL LEVELLAND									
80112.000.00	UNIT	COCHRAN	TX		0.3092974	0.2330567				
80113.000.00	NORTH COWDEN UNIT	ANDREWS	TX		0.0851833	0.0756677				
	NORTH COWDEN WATER									
	SYS (INVESTMENT									
80113.Z99.00	ONLY)	ECTOR	TX		0.0851833	0.0000000				
80113.Z99.01	HOLT R COOP 34 OB (INV)	ECTOR	TX		0.0425916	0.0000000				
	NCU TRIAD INJ COOP									
80113.Z99.02	WELLS	ECTOR	TX		0.0851832	0.0000000				
	NCU COOP 5-14 25-31 26									
80113.Z99.03	WELLS	ECTOR	TX		0.0425916	0.0000000				
	PHILLIPS UNIVERSITY 28									
80114.001.00	B5	ANDREWS	TX	4200332707	0.4440832	0.3225649				
	PHILLIPS UNIVERSITY 28									
80114.002.00	B8	ANDREWS	TX	4200333547	0.4995935	0.3606068	0.4440831	0.3225649		
	PHILLIPS UNIVERSITY 28									
80114.003.00	B9	ANDREWS	TX	4200333548	0.4995935	0.3606068	0.4440831	0.3225649		
80115.001.00	RADAR A 1	WINKLER	TX	4249532781	0.1480434	0.1146535				
80115.002.00	RADAR A 2	WINKLER	TX	4249532866	0.1480434	0.1146535				
80116.001.00	RADAR B 1H	WINKLER	TX	4249532829	0.1480434	0.1146535				
80116.002.00	RADAR B 2	WINKLER	TX	4213538151	0.1480434	0.1146535				
80117.000.00	SOUTH FOSTER UNIT	ECTOR	TX		0.1265356	0.1107187				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80118.001.00	SABRE 1	WINKLER	TX	4249532931	0.1384318	0.1040220				
80118.002.00	SABRE 2	WINKLER	TX	4249532933	0.1384318	0.1040220				
80118.003.00	SABRE 3	WINKLER	TX	4249532951	0.1384318	0.1040220				
80119.001.00	SAMURAI 1H	WINKLER	TX	4249533026	0.1000000	0.1375000				
80119.002.00	SAMURAI 3H	WINKLER	TX	4249533028	0.1000000	0.0750000				
80119.003.00	SAMURAI A 4H	WINKLER	TX	4249533144	0.1000000	0.0750000				
80120.001.00	SCIMITAR 1	ECTOR	TX	4213538451	0.1075523	0.0816590				
80120.002.00	SCIMITAR 2	ECTOR	TX	4213538461	0.0941306	0.0703311				
80120.003.00	SCIMITAR 3	ECTOR	TX	4213538597	0.0941306	0.0703315				
80120.004.00	SCIMITAR 4	ECTOR	TX	4213538544	0.1316306	0.0988115	0.0941306	0.0703311		
80120.005.00	SCIMITAR 5	ECTOR	TX	4213538813	0.0941306	0.0706869				
80120.006.00	SCIMITAR 6	ECTOR	TX	4213538812	0.0941306	0.0706869				
80121.001.00	SHASHKA 1	ECTOR	TX	4213538847	0.1456500	0.1213750				
80122.001.00	SAMURAI UNIT 2H	WINKLER	TX	4249533027	0.1333333	0.1312500	0.1000000	0.1062500		
80123.001.00	STICKLESTAD 1H	WINKLER	TX	4249533142	0.1000000	0.0750000				
80123.002.00	STICKLESTAD 2H	WINKLER	TX	4249533143	0.1333330	0.1000000	0.1000000	0.0750000		
80124.001.00	TRAPPER JOHN A 1	ECTOR	TX	4213537865	0.1500000	0.1144191				
80125.001.00	TUBB JB ESTATE 16 1	CRANE	TX	4210335328	0.3562663	0.2870361				
80126.001.00	TURMAN 1	GAINES	TX	4216536835	0.2500000	0.2500000				
80127.001.00	UNIVERSITY 11 1 A2	ANDREWS	TX	4200300290	0.5000000	0.4375000				
80127.002.00	UNIVERSITY 11 1 A1	ANDREWS	TX	4200300433	0.5000000	0.4375000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80127.003.00	UNIVERSITY 11 1 A10	ANDREWS	TX	4200336589	0.5000000	0.4375000				
80127.004.00	UNIVERSITY 11 1 A11	ANDREWS	TX	4200336165	0.5000000	0.4375000				
80127.005.00	UNIVERSITY 11 1 A14	ANDREWS	TX	4200338916	0.5000000	0.4375000				
80127.006.00	UNIVERSITY 11 1 A15	ANDREWS	TX	4200338915	0.5000000	0.4375000				
80127.007.00	UNIVERSITY 11 1 A16	ANDREWS	TX	4200338914	0.5000000	0.4375000				
80127.008.00	UNIVERSITY 11 1 A3	ANDREWS	TX	4200300293	0.5000000	0.4375000				
80127.009.00	UNIVERSITY 11 1 A9	ANDREWS	TX	4200335952	0.5000000	0.4375000				
80127.010.00	UNIVERSITY 11 1 B10	ANDREWS	TX	4200338926	0.5000000	0.4375000				
80127.011.00	UNIVERSITY 11 1 B2	ANDREWS	TX	4200300454	0.5000000	0.4375000				
80127.012.00	UNIVERSITY 11 1 B6	ANDREWS	TX	4200335951	0.5000000	0.4375000				
80127.013.00	UNIVERSITY 11 1 B7	ANDREWS	TX	4200338778	0.5000000	0.4375000				
80127.014.00	UNIVERSITY 11 1 B9	ANDREWS	TX	4200338913	0.5000000	0.4375000				
80127.015.00	UNIVERSITY 11 1 C08	ANDREWS	TX	4200335641	0.5000000	0.4375000				
80127.016.00	UNIVERSITY 11 1 C1	ANDREWS	TX	4200300438	0.5000000	0.4375000				
80127.017.00	UNIVERSITY 11 1 C10	ANDREWS	TX	4200338927	0.5000000	0.4375000				
80127.018.00	UNIVERSITY 11 1 C11	ANDREWS	TX	4200338912	0.5000000	0.4375000				
80127.019.00	UNIVERSITY 11 1 C12	ANDREWS	TX	4200338925	0.5000000	0.4375000				
80127.020.00	UNIVERSITY 11 1 C2	ANDREWS	TX	4200300455	0.5000000	0.4375000				
80127.021.00	UNIVERSITY 11 1 C7	ANDREWS	TX	4200334903	0.5000000	0.4375000				
80127.022.00	UNIVERSITY 11 1 C9	ANDREWS	TX	4200338585	0.5000000	0.4375000				
80127.023.00	UNIVERSITY 11 1 D1	ANDREWS	TX	4200300451	0.5000000	0.4375000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
80127.024.00	UNIVERSITY 11 1 D10	ANDREWS	TX	4200334901	0.5000000	0.4375000				
80127.025.00	UNIVERSITY 11 1 D11	ANDREWS	TX	4200336735	0.5000000	0.4375000				
80127.026.00	UNIVERSITY 11 1 D12	ANDREWS	TX	4200338584	0.5000000	0.4375000				
80127.027.00	UNIVERSITY 11 1 D13	ANDREWS	TX	4200338735	0.5000000	0.4375000				
80127.028.00	UNIVERSITY 11 1 D13A	ANDREWS	TX	4200338781	0.5000000	0.4375000				
80127.029.00	UNIVERSITY 11 1 D14	ANDREWS	TX	4200338779	0.5000000	0.4375000				
80127.030.00	UNIVERSITY 11 1 D15	ANDREWS	TX	4200338725	0.5000000	0.4375000				
80127.031.00	UNIVERSITY 11 1 D17	ANDREWS	TX	4200338928	0.5000000	0.4375000				
80127.032.00	UNIVERSITY 11 1 D2	ANDREWS	TX	4200300333	0.5000000	0.4375000				
80127.033.00	UNIVERSITY 11 1 D3	ANDREWS	TX	4200300305	0.5000000	0.4375000				
80127.034.00	UNIVERSITY 11 1 D5	ANDREWS	TX	4200300320	0.5000000	0.4375000				
80128.000.00	WEST SPRABERRY UNIT	DAWSON	TX		0.2273815	0.1965005				
80129.001.00	WILLIAMSON EST 28 1	ECTOR	TX	4213535214	0.1500000	0.1125000				
80130.000.00	YATES FIELD UNIT	PECOS	TX		0.0084299	0.0073782				
80130.999.00	YATES GAS PLANT RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES WATER									
	COLLECTION GATH									
80130.999.01	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES PROD GATH									
80130.999.02	SYSTEM RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES GENERAL FIELD									
80130.999.03	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES INJ DISTRIBUTION									
80130.999.04	RC1066	PECOS	TX		0.0084299	0.0073782				
80130.999.05	YATES STATIONS RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES CENTRAL									
80130.999.06	BATTERY RC1066	PECOS	TX		0.0084299	0.0073782				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	YATES WATER INJ STAT									
80130.999.07	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES CATHODIC									
80130.999.08	PROTECTION	PECOS	TX		0.0084299	0.0073782				
	YATES GAS PLT PROCESS									
80130.999.09	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES CO2 RECOMP FAC									
80130.999.10	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES IRAAN OFFICE									
80130.999.11	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES UNIT TRACT 111									
80130.999.12	RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES CO2 PURCH									
80130.999.13	MCCAMEY RC1066	PECOS	TX		0.0084299	0.0073782				
	YATES FACILITY									
80130.999.14	ABANDONMENT RC1066	PECOS	TX		0.0084299	0.0073782				
80131.001.00	UNIVERSITY 24 3	ANDREWS	TX	4200310066	0.3337815	0.2920343				
80132.001.00	RED DOG 1	ECTOR	TX	4213539155	0.1500000	0.2375000				
80133.001.00	KLINGER B 1	ECTOR	TX	4213537855	0.1500000	0.1244759				
80133.002.00	KLINGER B 2	ECTOR	TX	4213538205	0.1500000	0.1244759				
80139.001.00	POOL HANNES 36 10	TERRY	TX	4244532128	0.2459701	0.1907275				
80139.002.00	POOL HANNES 36 16	TERRY	TX	4244532181	0.2459701	0.1907275				
80139.003.00	POOL HANNES 36 17	TERRY	TX	4244500401	0.2459701	0.1907275				
80139.004.00	POOL HANNES 36 18	TERRY	TX	4244532210	0.2459701	0.1907275				
84001.001.00	AFTON 24 FEDERAL 1	LEA	NM	3002538388	0.5000000	0.4375000				
	ESMERALDA FEDERAL 24									
84001.002.00	1	LEA	NM	3002534484	0.0000000	0.0000000	0.5000000	0.4375000		
84002.001.00	ARCO FEDERAL 1	EDDY	NM	3001520912	0.0161676	0.0133400				
84003.001.00	ARCO FEDERAL 2	EDDY	NM	3001528095	0.0234983	0.0193600				
84004.001.00	BIG JAKE 34 STATE 1	LEA	NM	3002536454	0.5000000	0.4166700				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84005.001.00	BYRD WP 1	LEA	NM	3002504232	0.1666667	0.1862000				
84005.002.00		LEA	NM	3002504233	0.1666667	0.1862000				
84005.003.00	BYRD WP A 1	LEA	NM	3002504238	0.1666667	0.1862000				
84005.004.00	BYRD WP A 2	LEA	NM	3002504239	0.1666667	0.1862000				
84006.001.00		LEA	NM	3002504240	0.1250000	0.1445300				
84006.002.00	BYRD WP GAS COM 2	LEA	NM	3002532346	0.1250000	0.1445300				
84006.003.00		LEA	NM	3002533720	0.1250000	0.1445300				
84007.001.00		EDDY	NM	3001537508	0.0000000	0.0178750				
	CYPHER STATE 36 STATE COM 1									
84007.001.01	CISCO-UPPER PENN	EDDY	NM	3001537508	0.0000000	0.0178750				
84008.001.00	DAURON 001	LEA	NM	3002506338	0.5000000	0.5000000				
	DAURON 001									
84008.001.01	BLINEBRY/TUBB/DRINKARD	LEA	NM	3002506338	0.5000000	0.5000000				
84008.002.00		LEA	NM	3002529792	0.5000000	0.5000000				
84008.003.00	DAURON 003	LEA	NM	3002530005	0.5000000	0.5000000				
	DAURON 003									
84008.003.01	BLINEBRY/TUBB/DRINKARD	LEA	NM	3002530005	0.5000000	0.5000000				
84008.005.00		LEA	NM	3002530835	0.5000000	0.5000000				
	DAURON 005									
84008.005.01	BLINEBRY/TUBB/DRINKARD/ABO	LEA	NM	3002530835	0.5000000	0.5000000				
84009.000.00		LEA	NM		0.1115949	0.0984557				
84010.001.00	WEIR CH A 13	LEA	NM	3002527399	0.2500000	0.2500000				
84010.002.00	WEIR CH A 14	LEA	NM	3002527829	0.2500000	0.2500000				
84010.003.00	WEIR CH A 15	LEA	NM	3002528849	0.2500000	0.2500000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84010.004.00	WEIR CH A 16H	LEA	NM	3002529207	0.0000000	0.0312500	0.2500000	0.2500000		
84010.005.00	WEIR CH A 17	LEA	NM	3002529320	0.2500000	0.2500000				
84010.006.00	WEIR CH A 18	LEA	NM	3002529646	0.2500000	0.2500000				
84010.007.00	WEIR CH A 19	LEA	NM	3002529686	0.2500000	0.2500000				
84010.008.00	WEIR CH A 12	LEA	NM	3002527398	0.2500000	0.2500000				
84010.009.00	WEIR CH A 20	LEA	NM	3002534096	0.2500000	0.2500000				
84010.010.00	WEIR CH A 22	LEA	NM	3002538965	0.2500000	0.2500000				
84010.011.00	WEIR CH A 4	LEA	NM	3002506070	0.2500000	0.2500000				
84010.012.00	WEIR CH A 7	LEA	NM	3002506073	0.2500000	0.2500000				
84011.001.00	WEIR CH B 1	LEA	NM	3002506058	0.2500000	0.2500000				
84011.002.00	WEIR CH B 10	LEA	NM	3002530317	0.2500000	0.2500000				
84011.003.00	WEIR CH B 11	LEA	NM	3002534603	0.2500000	0.2500000				
84011.004.00	WEIR CH B 12Y	LEA	NM	3002535782	0.2500000	0.2500000				
84011.005.00	WEIR CH B 13	LEA	NM	3002537887	0.2500000	0.2500000				
84011.006.00	WEIR CH B 14	LEA	NM	3002538966	0.2500000	0.2500000				
84011.007.00	WEIR CH B 15	LEA	NM	3002538967	0.2500000	0.2500000				
84011.008.00	WEIR CH B 16	LEA	NM	3002539374	0.2500000	0.2500000				
84011.009.00	WEIR CH B 17	LEA	NM	3002539375	0.2500000	0.2500000				
84011.010.00	WEIR CH B 5	LEA	NM	3002506062	0.2500000	0.2500000				
84011.011.00	WEIR CH B 8	LEA	NM	3002529731	0.2500000	0.2500000				
84011.012.00	WEIR CH B 9	LEA	NM	3002529927	0.2500000	0.2500000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	SAND TANK 18 FED COM									
84012.001.00	2H	EDDY	NM	3001537216	0.0007628	0.0005900				
84013.001.00	DENALI 33 FED 2	EDDY	NM	3001523164	0.3750000	0.2812500				
84014.001.00	J R PHILLIPS 10	LEA	NM	3002539148	0.0000000	0.0273400				
84014.002.00	J R PHILLIPS 2	LEA	NM	3002504131	0.0000000	0.0273400				
84014.003.00	J R PHILLIPS 4	LEA	NM	3002504133	0.0000000	0.0273400				
84014.004.00	J R PHILLIPS 5	LEA	NM	3002504134	0.0000000	0.0273400				
	J R PHILLIPS 6 MONMT									
84014.005.00	PADD	LEA	NM	3002504135	0.0000000	0.0273400				
	J R PHILLIPS 7 MONMT									
84014.006.00	PADD	LEA	NM	3002504136	0.0000000	0.0273400				
84014.007.00	J R PHILLIPS 8	LEA	NM	3002504137	0.0000000	0.0273400				
84014.008.00	J R PHILLIPS GAS COM 1	LEA	NM	3002504130	0.0000000	0.0273400				
84014.009.00	J R PHILLIPS GAS COM 3	LEA	NM	3002504132	0.0000000	0.0273400				
84014.010.00	J R PHILLIPS GAS COM 4	LEA	NM	3002532358	0.0000000	0.0273400				
84015.001.00	STATE R 4	LEA	NM	3002536544	0.3089315	0.2710711	0.5556120	0.4597553		
84017.001.00	THOMAS LONG 001	LEA	NM	3002510222	0.4166666	0.3750000				
84017.002.00	THOMAS LONG 002	LEA	NM	3002510223	0.4166666	0.3750000				
84017.003.00	THOMAS LONG 003	LEA	NM	3002510224	0.4166666	0.3750000				
84017.004.00	THOMAS LONG 005	LEA	NM	3002510229	0.4166666	0.3750000				
84017.005.00	THOMAS LONG 006	LEA	NM	3002520147	0.4166666	0.3750000				
84017.006.00	THOMAS LONG A 001	LEA	NM	3002525052	0.4166666	0.3750000				
84017.007.00	THOMAS LONG A 002	LEA	NM	3002525089	0.4166666	0.3750000				
84017.008.00	THOMAS LONG A 003	LEA	NM	3002534035	0.4166666	0.3750000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	MILLMAN E 12 STATE									
84018.001.00	COM 1	EDDY	NM	3001525206	0.3333333	0.2916700				
84019.001.00	KERSHAW L R 13	LEA	NM	3002530623	0.0948616	0.0948600				
84020.001.00	KERSHAW L R 16	LEA	NM	3002538019	0.2500000	0.2500000				
84021.001.00	HENSHAW FEDERAL 1	EDDY	NM	3001525743	0.2500000	0.1928800				
	JUMPING SPRING 16									
84023.001.00	STATE COM 1	EDDY	NM	3001537496	0.0000000	0.0533000				
	SAND TANK 18 FED COM									
84024.001.00	3H	EDDY	NM	3001536579	0.0007874	0.0006700				
	SAND TANK 18 FED COM									
84024.002.00	4H	EDDY	NM	3001536617	0.0007874	0.0006700				
	SAND TANK 18 FED COM									
84024.003.00	5H	EDDY	NM	3001536620	0.0007813	0.0006348				
84025.001.00	GUTMAN MAX 001	LEA	NM	3002521760	0.0625000	0.0488300				
84025.002.00	GUTMAN MAX 002	LEA	NM	3002521909	0.0625000	0.0488300				
84025.003.00	GUTMAN MAX 004	LEA	NM	3002512135	0.0625000	0.0488300				
84025.004.00	GUTMAN MAX 005	LEA	NM	3002522473	0.0625000	0.0488300				
84025.005.00	GUTMAN MAX 007	LEA	NM	3002524841	0.0625000	0.0488300				
84025.006.00	GUTMAN MAX 008	LEA	NM	3002528490	0.0625000	0.0488300				
84025.007.00	GUTMAN MAX 009	LEA	NM	3002528845	0.0625000	0.0488300				
84025.009.00	GUTMAN MAX 010	LEA	NM	3002531096	0.0625000	0.0488300				
84025.010.00	GUTMAN MAX 011	LEA	NM	3002531745	0.0625000	0.0488300				
84026.001.00	LANGLEY GETTY COM 1	LEA	NM	3002525961	0.0000000	0.0091146				
84026.002.00	LANGLEY GETTY COM 2	LEA	NM	3002532210	0.0000000	0.0091146				
84027.001.00	LANGLEY GREER 2	LEA	NM	3002530795	0.0000000	0.0078100				
84028.001.00	LANGLEY GREER COM 1	LEA	NM	3002526075	0.0110490	0.0318300				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	<b>APO WI (2)</b>	APO NRI (2)
	LANGLEY GREER COM									
84029.001.00	3 H RY	LEA	NM	3002538612	0.0000000	0.0104200				
84030.001.00	ROGERS 1	EDDY	NM	3001529444	0.0000000	0.0000000	0.0286840	0.0250985		
84031.001.00	ROGERS 2	EDDY	NM	3001529445	0.0000000	0.0000000	0.0250985	0.0219612		
	DIAMONDBACK 24 FED									
84032.001.00	COM 1	LEA	NM	3002535622	0.2838542	0.2398600				
	DIAMONDBACK 25 FED									
84033.001.00	COM 1	LEA	NM	3002534679	0.1419271	0.1124300				
84034.001.00	J R PHILLIPS A COM 1	LEA	NM	3002505759	0.0000000	0.0273400				
84034.002.00	J R PHILLIPS A COM 2	LEA	NM	3002532531	0.0000000	0.0273400				
84035.001.00	J R PHILLIPS B 5	LEA	NM	3002505777	0.0000000	0.0029300				
84035.002.00	J R PHILLIPS B 6	LEA	NM	3002524799	0.0000000	0.0029300				
84035.003.00	J R PHILLIPS B 7	LEA	NM	3002533754	0.0000000	0.0029300				
84036.001.00	DOW B 33 FEDERAL 2	EDDY	NM	3001527675	0.3750000	0.2812500				
84037.001.00	FEDERAL 4 DWU	EDDY	NM	3001523078	0.0215567	0.0161700				
84038.001.00	FEDERAL 6 DWU	EDDY	NM	3001528803	0.0215567	0.0161100				
	OXY RIBEYE FEDERAL									
84039.001.00	1	EDDY	NM	3001530173	0.0205884	0.0169800				
84040.001.00	LAUGHLIN 5 1	LEA	NM	3002535827	0.5000000	0.4375000				
84040.002.00	LAUGHLIN 5 3	LEA	NM	3002536000	0.5000000	0.4375000				
84042.001.00	J R PHILLIPS 11	LEA	NM	3002505964	0.0000000	0.0315100				
84042.002.00	J R PHILLIPS 14	LEA	NM	3002533359	0.0000000	0.0315100				
84042.003.00	J R PHILLIPS 15	LEA	NM	3002535119	0.0000000	0.0315100				
	J R PHILLIPS 6 MONMT									
84042.004.00	ABO	LEA	NM	3002505959	0.0000000	0.0315100				
0.40.42.005.00	J R PHILLIPS 7 EUMONT	T T A	NTN 6	2002505000	0.0000000	0.0215100				
84042.005.00	YATES	LEA	NM	3002505960	0.0000000	0.0315100				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84042.006.00	J R PHILLIPS 9	LEA	NM	3002505962	0.0000000	0.0315100				
84043.001.00	LINAM 3	LEA	NM	3002506859	0.0000000	0.0001099				
84043.002.00	LINAM HARDY 2	LEA	NM	3002534355	0.0000000	0.0006760				
84044.001.00	ACME 10 FED COM 1	EDDY	NM	3001535063	0.0000000	0.0000000	0.2500000	0.2087500		
84045.001.00	ACME 15 FED COM 1	EDDY	NM	3001536748	0.0000000	0.0000000	0.2500000	0.2087500		
	ARROWHEAD									
84046.000.00	GRAYBURG UNIT	LEA	NM		0.2453511	0.2147199				
	BANDIT 15 FEDERAL									
84047.001.00	COM 1	LEA	NM	3002537230	0.0000000	0.0000000	0.0889690	0.0754683		
	BANDIT 15 FEDERAL									
84047.002.00	COM 2	LEA	NM	3002537231	0.0000000	0.0000000	0.0444845	0.0389240		
84049.001.00	BUBBA 4 STATE COM 1	LEA	NM	3002537420	0.5000000	0.4375000				
84050.001.00	BUTKUS 2 STATE 1	LEA	NM	3002535325	0.0000000	0.0000000	0.6700000	0.5863000		
84051.001.00	CONGO FEDERAL COM 1	EDDY	NM	3001534386	0.2188516	0.1805526				
	CORNER POCKET 14									
84052.001.00	STATE 1	LEA	NM	3002535024	0.4500000	0.3937500				
	EUNICE MONMT SOUTH									
84053.000.00	UNIT	LEA	NM		0.0941648	0.0808875				
	EUNICE MONMT SOUTH									
84054.000.00	UNIT B	LEA	NM		0.1409890	0.1170683				
84055.001.00	FEE MA B 4	LEA	NM	3002536494	0.0000000	0.0000000	0.1241571	0.1086374		
84055.002.00	FEE MA B 5	LEA	NM	3002536495	0.0000000	0.0000000	0.1241571	0.1086374		
84055.003.00	FEE MA B 6	LEA	NM	3002536633	0.0000000	0.0000000	0.1241571	0.1086374		
84055.004.00	FEE MA B 7	LEA	NM	3002536747	0.0000000	0.0000000	0.1241571	0.1086374		
	GUNSLINGER 11 FED									
84056.001.00	COM 1	LEA	NM	3002536797	0.0889690	0.0761797				
	GUNSLINGER 11 FED									
84056.002.00	COM 2	LEA	NM	3002538122	0.0000000	0.0000000	0.0889690	0.0761797		
84058.001.00	INDIAN FEDERAL 1	EDDY	NM	3001510355	0.1202623	0.1014726				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84058.002.00	INDIAN FEDERAL 2	EDDY	NM	3001510871	0.1202623	0.1014726				
	LAGUNA GRANDE									
84060.001.00	FEDERAL # 4	EDDY	NM	3001533219	0.0846902	0.0682840	0.0418850	0.0333620		
84061.001.00	LD 4 FED COM 1	EDDY	NM	3001529865	0.1450000	0.1297500				
84062.001.00	LEA COUNTY FEDERAL 2	LEA	NM	3002537236	0.0000000	0.0000000	0.2500000	0.2187500		
	LONG ARROYO MQ FED									
84063.001.00	2	CHAVES	NM	3000561701	0.1875000	0.1640625				
	LONG ARROYO OD									
84063.002.00	STATE COM 1	CHAVES	NM	3000560778	0.0000000	0.0187500				
	LONG ARROYO OD									
84063.003.00	STATE COM 2	CHAVES	NM	3000561729	0.0000000	0.0187500				
	LONG ARROYO WH FED									
84063.004.00	1	CHAVES	NM	3000561953	0.2500000	0.1937500				
84064.001.00	LOST TANK 3 FED 1	EDDY	NM	3001529638	0.5000000	0.4375000				
84064.002.00	LOST TANK 3 FED 10	EDDY	NM	3001532345	0.5000000	0.4375000				
84064.003.00	LOST TANK 3 FED 11	EDDY	NM	3001532725	0.5000000	0.4375000				
84064.004.00	LOST TANK 3 FED 12	EDDY	NM	3001532726	0.5000000	0.4375000				
84064.005.00	LOST TANK 3 FED 2	EDDY	NM	3001529682	0.5000000	0.4375000				
84064.006.00	LOST TANK 3 FED 3	EDDY	NM	3001529859	0.5000000	0.4375000				
84064.007.00	LOST TANK 3 FED 4	EDDY	NM	3001530418	0.5000000	0.4375000				
84064.008.00	LOST TANK 3 FED 5	EDDY	NM	3001530586	0.5000000	0.4375000				
84064.009.00	LOST TANK 3 FED 6	EDDY	NM	3001531887	0.5000000	0.4375000				
84064.010.00	LOST TANK 3 FED 7	EDDY	NM	3001532167	0.5000000	0.4375000				
84064.011.00	LOST TANK 3 FED 8	EDDY	NM	3001532168	0.5000000	0.4375000				
84064.012.00	LOST TANK 3 FED 9	EDDY	NM	3001532169	0.5000000	0.4375000				
	LOST TANK 3 FED DEEP									
84064.013.00	23	EDDY	NM	3001535354	0.5000000	0.4375000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	LOST TANK 3 FEDERAL									
84064.014.00	13	EDDY	NM	3001537950	0.5000000	0.4375000				
	LOST TANK 3 FEDERAL									
84064.015.00	15	EDDY	NM	3001537951	0.5000000	0.4375000				
	LOST TANK 3 FEDERAL									
84064.016.00	16	EDDY	NM	3001537907	0.5000000	0.4375000				
	LOST TANK 3 FEDERAL			2004 - 2004 - 20						
84064.017.00	20	EDDY	NM	3001537919	0.5000000	0.4375000				
0.400.4.0.40.00	LOST TANK 3 FEDERAL			2004 #2#000						
84064.018.00	21	EDDY	NM	3001537920	0.5000000	0.4375000				
0.400.4.0.40.00	LOST TANK 3 FEDERAL			2004 #2#000						
84064.019.00	24	EDDY	NM	3001537922	0.5000000	0.4375000				
0.400.4.000.00	LOST TANK 3 FEDERAL	EDDM	ND 6	2004 52025 4	0.5000000	0.4275000				
84064.020.00	#25 SWD	EDDY	NM	3001538254	0.5000000	0.4375000				
0.406.4.004.00	LOST TANK 3 FEDERAL	EDDY	272.6	2004 52 504 0	0.5000000	0.4055000				
84064.021.00	#14	EDDY	NM	3001537918	0.5000000	0.4375000				
0.400.4.000.00	LOST TANK 3 FEDERAL	EDDY	NIN (	2001527021	0.5000000	0.4375000				
84064.022.00	#22	EDDY	NM	3001537921	0.5000000	0.43/5000				
0.400.4.000.00	LOST TANK 3 FEDERAL	EDDM	NIN 6	2004525000	0.5000000	0.4375000				
84064.023.00	#18	EDDY	NM	3001537908	0.5000000	0.4375000				
0.400.4.00.4.00	LOST TANK 3 FEDERAL #19	EDDM	NIN (	2001527052	0.5000000	0.4275000				
84064.024.00		EDDY	NM	3001537952	0.5000000	0.4375000				
84065.001.00 84065.002.00	LOST TANK 33 FED 10 LOST TANK 33 FED 11	EDDY EDDY	NM	3001529744 3001529677	0.5000000 0.5000000	0.4375000 0.4375000				
84065.003.00	LOST TANK 33 FED 11 LOST TANK 33 FED 12	EDDY	NM NM	3001529678	0.000000	0.0000000	0.5000000	0.4375000		
84065.003.00	LOST TANK 33 FED 12 LOST TANK 33 FED 15	EDDY	NM NM	3001529681	0.5000000	0.4375000	0.5000000	0.43/5000		
84065.005.00	LOST TANK 33 FED 2	EDDY	NM	3001529330	0.5000000	0.4375000				
84065.006.00	LOST TANK 33 FED 4	EDDY	NM NM	3001529338	0.5000000	0.4375000				
84065.007.00	LOST TANK 33 FED 5	EDDY		3001530167	0.5000000	0.4375000				
84065.008.00	LOST TANK 33 FED 6 LOST TANK 33 FED 7	EDDY	NM	3001529467	0.5000000	0.4375000				
84065.009.00		EDDY	NM	3001529468	0.5000000	0.4375000	0.5000000	0.4275000		
84065.010.00	LOST TANK 33 FED 8	EDDY	NM	3001529381	0.0000000	0.0000000	0.5000000	0.4375000		

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84065.011.00	LOST TANK 33 FED 9	EDDY	NM	3001529382	0.5000000	0.4375000				
84066.001.00	LOST TANK 35 STATE 1	EDDY	NM	3001531361	0.5000000	0.4166667				
84066.002.00	LOST TANK 35 STATE 10	EDDY	NM	3001532512	0.0000000	0.0000000	0.5000000	0.4166667		
84066.003.00	LOST TANK 35 STATE 11	EDDY	NM	3001532240	0.0000000	0.0000000	0.5000000	0.4166667		
84066.004.00	LOST TANK 35 STATE 12	EDDY	NM	3001531851	0.5000000	0.4166667				
	LOST TANK 35 STATE 13									
84066.005.00	Q	EDDY	NM	3001533445	0.5000000	0.4166667				
84066.006.00	LOST TANK 35 STATE 14	EDDY	NM	3001533434	0.0000000	0.0000000	0.5000000	0.4166667		
84066.007.00	LOST TANK 35 STATE 15	EDDY	NM	3001533446	0.5000000	0.4166667				
84066.008.00	LOST TANK 35 STATE 16	EDDY	NM	3001531926	0.5000000	0.4166667				
84066.009.00	LOST TANK 35 STATE 2	EDDY	NM	3001532354	0.0000000	0.0000000	0.5000000	0.4166667		
84066.010.00	LOST TANK 35 STATE 3	EDDY	NM	3001531608	0.0000000	0.0000000	0.5000000	0.4166667		
84066.011.00	LOST TANK 35 STATE 4	EDDY	NM	3001531275	0.5000000	0.4166667				
84066.012.00	LOST TANK 35 STATE 6	EDDY	NM	3001532352	0.0000000	0.0000000	0.5000000	0.4166667		
84066.013.00	LOST TANK 35 STATE 7	EDDY	NM	3001531640	0.5000000	0.4166667				
84066.014.00	LOST TANK 35 STATE 8	EDDY	NM	3001531641	0.5000000	0.4166667				
84066.015.00	LOST TANK 35 STATE 9	EDDY	NM	3001532511	0.0000000	0.0000000	0.5000000	0.4166667		
84067.001.00	LOST TANK 4 FED 1	EDDY	NM	3001528727	0.5000000	0.4375000				
84067.002.00	LOST TANK 4 FED 2	EDDY	NM	3001529611	0.5000000	0.4375000				
84067.003.00	LOST TANK 4 FED 20	EDDY	NM	3001534918	0.5000000	0.4375000				
84067.004.00	LOST TANK 4 FED 3	EDDY	NM	3001529617	0.5000000	0.4375000				
84067.005.00	LOST TANK 4 FED 5	EDDY	NM	3001529732	0.5000000	0.4375000				

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84067.006.00	LOST TANK 4 FED 6	EDDY	NM	3001529733	0.5000000	0.4375000				
84067.007.00	LOST TANK 4 FED 7	EDDY	NM	3001530414	0.5000000	0.4375000				
84067.008.00	LOST TANK 4 FEDERAL 8	EDDY	NM	3001537923	0.5000000	0.4375000				
84067.009.00	LOST TANK 4 FEDERAL 9	EDDY	NM	3001537953	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.010.00	11	EDDY	NM	3001537954	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.011.00	12	EDDY	NM	3001537955	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.012.00	13	EDDY	NM	3001537956	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.013.00	15	EDDY	NM	3001537894	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.014.00	16	EDDY	NM	3001537957	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.015.00	#14	EDDY	NM	3001537893	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.016.00	#17	EDDY	NM	3001537958	0.5000000	0.4375000				
	LOST TANK 4 FEDERAL									
84067.017.00	18	EDDY	NM	3001537895	0.0000000	0.0000000	0.5000000	0.4375000		
	LOST TANK 4 FEDERAL									
84067.018.00	#19	EDDY	NM	3001537896	0.5000000	0.4375000				
84068.001.00	MAGNOLIA 1	LEA	NM	3002538660	0.0147568	0.0147568				
84068.002.00	MAGNOLIA 2	LEA	NM	3002539090	0.0147568	0.0147568				
84068.003.00	MAGNOLIA 3	LEA	NM	3002539489	0.0147568	0.0147568				
84068.004.00	MAGNOLIA 4	LEA	NM	3002539969	0.0147568	0.0147568				
	MAVERICK 14 FEDERAL									
84069.001.00	COM 1	LEA	NM	3002536719	0.0000000	0.0000000	0.1186253	0.1044359		
84071.001.00	OSUDO 7 STATE COM 1	LEA	NM	3002536901	0.0734400	0.0642600				
84071.002.00	OSUDO 7 STATE COM #2	LEA	NM	3002538003	0.0734400	0.0642600				
84072.001.00	PALOMA 20 STATE COM 1	LEA	NM	3002538625	0.0000000	0.0000000	0.0062937	0.0055070		

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
84073.001.00	PHILLIPS KH FED COM 1	CHAVES	NM	3000560540	0.2500000	0.2062500				
84073.002.00	PHILLIPS KH FED COM 2	CHAVES	NM	3000563452	0.0000000	0.0187500				
84074.001.00	PHILLIPS STATE 1	LEA	NM	3002530956	0.0000000	0.1250000	0.2500000	0.2187500		
84074.002.00	PHILLIPS STATE 2	LEA	NM	3002536393	0.2500000	0.2187500				
84075.001.00	PRINCIPLE FED 4	EDDY	NM	3001532894	0.0000000	0.0000000	0.5000000	0.4125000		
84076.004.00	RED HILLS UNIT 4	LEA	NM	3002534626	0.3000000	0.2437500				
	RIO BLANCO 9 STATE NO									
84077.001.00	1	LEA	NM	3002536302	0.3164063	0.3706055				
84078.001.00	RWANDA FEE COM 1	EDDY	NM	3001534931	0.1252191	0.1031250				
84079.001.00	S F 17 FED COM 2	LEA	NM	3002536417	0.0169398	0.0137636				
84080.001.00	SAN SIMON 32 B ST 1	LEA	NM	3002527746	0.5000000	0.4375000				
84082.001.00	STATE R 2	LEA	NM	3002535055	0.1250000	0.1093750				
84082.002.00	STATE R 3	LEA	NM	3002535442	0.1250000	0.1093750				
84083.001.00	STILETTO 16 STATE 1	EDDY	NM	3001533671	0.2500000	0.2187500				
84083.002.00	STILETTO 16 STATE 2	EDDY	NM	3001534150	0.2500000	0.2187500				
84083.003.00	STILETTO 16 STATE 4	EDDY	NM	3001534812	0.2500000	0.2187500				
84083.004.00	STILETTO 16 STATE 5H	EDDY	NM	3001537716	0.0000000	0.0000000	0.2500000	0.2187500		
84083.005.00	STILETTO 16 STATE 6H	EDDY	NM	3001538956	0.0000000	0.0000000	0.2500000	0.2187500		
84084.001.00	TORO 22 1	LEA	NM	3002534710	0.1486607	0.1242924	0.1125000	0.0943750		
84084.002.00	TORO 22 STATE COM 2	LEA	NM	3002535094	0.0000000	0.0000000	0.1125000	0.0943750		
84084.003.00	TORO 22 STATE COM 3	LEA	NM	3002535253	0.0000000	0.0000000	0.1125000	0.0943750		
84084.004.00	TORO 22 STATE COM 4	LEA	NM	3002535634	0.0000000	0.0000000	0.1125000	0.0943750		

PROPERTY										
NO	WELL NAME	COUNTY	STATE	API NUMBER	BPO WI	BPO NRI	APO WI (1)	APO NRI (1)	APO WI (2)	APO NRI (2)
	W LOVINGTON STRAWN									
84085.000.00	UNIT	LEA	NM		0.0422370	0.0348455				
84086.001.00	FEDERAL MA A 2	LEA	NM	3002536388	0.0000000	0.0000000	0.1241571	0.1086374		
84087.001.00	W P BYRD BATTERY 3	LEA	NM	3002504234	0.1666667	0.1861984				
84087.002.00	W P BYRD BATTERY 6	LEA	NM	3002504236	0.1666667	0.1861984				
	W P BYRD BYRD									
84088.001.00	BATTERY 2 4	LEA	NM	3002504235	0.1666667	0.1861934				
84088.002.00	W P BYRD BATTERY 2 5	LEA	NM	3002504236	0.1666667	0.1861984				
84089.001.00	8802 JV-P FUHRMAN C-9	ANDREWS	TX	4200336944	0.3625348	0.2493380				
	810802 JV-P FUHRMAN C-									
84089.002.00	10	ANDREWS	TX	4200337010	0.3625348	0.2493380				
84089.003.00	8802 JV-P FUHRMAN C-11	ANDREWS	TX	4200337011	0.3625348	0.2493380				
84089.004.00	8802 JV-P FUHRMAN C-12	ANDREWS	TX	4200337085	0.3625348	0.2624934				
84089.005.00	8802 JV-P FUHRMAN C-13	ANDREWS	TX	4200337164	0.3625348	0.2493380				
	DNU 8802 JV-P FUHRMAN									
84090.001.00	C 16	ANDREWS	TX	4200341125	0.2465237	0.1912452				
	8802 JV-P FUHRMAN C 17									
84091.001.00	684055	ANDREWS	TX	4200341128	0.2465237	0.1784955				
84092.001.00	SUGGS 71 1	IRION	TX	4223531992	0.1875000	0.1528320				
	KLEIN FEE 1 (WEST									
84093.001.00	LOVINGTON STRAWN 11)	LEA	NM	3002532852	0.0422370	0.0348455				
	SAND TANK 17 FEDERAL									
84094.001.00	COM 3H	EDDY	NM	3001539168	0.0010475	0.0008896	0.0010417	0.0008854		
84095.001.00	MULDROW 1049	TERRY	TX	4244531314	0.0551953	0.0401545				
	PECOS VALLEY									
89999.001.00	BATTERY	PECOS	TX		0.2396730	0.1733552				
	PECOS VALLEY									
89999.002.00	INJECTION SYSTEM	PECOS	TX		0.2396730	0.1733552				

#### AGREEMENT AND PLAN OF MERGER

OF

#### ENDURO ROYALTY TRUST

#### AND

#### ENDURO TEXAS LLC

This Agreement and Plan of Merger (this "Plan of Merger") is made as of the 3rd day of November, 2011, between Enduro Royalty Trust, a Delaware statutory trust (the "<u>Trust</u>"), and Enduro Texas LLC, a Texas limited liability company (the "<u>Texas LLC</u>").

#### <u>WITNESSETH</u>

**WHEREAS**, the Trust desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Texas LLC by means of a merger of the Texas LLC with and into the Trust;

**WHEREAS**, Section 3815 of the Delaware Statutory Trust Act (the "<u>Delaware Act</u>") and Chapter 10 of the Texas Business Organizations Code (the "<u>TBOC</u>") authorize the merger of a Texas limited liability company with and into a Delaware statutory trust;

WHEREAS, the Trust and the Texas LLC now desire to merge (the "Merger"), following which the Trust shall be the surviving entity;

**WHEREAS**, the Merger, this Plan of Merger and the consummation of the Merger have been approved in accordance with the Delaware Act, the TBOC and the terms of the governing documents of the Trust and Texas LLC; and

WHEREAS, the sole member of the Texas LLC has approved this Plan of Merger and the consummation of the Merger.

**NOW THEREFORE**, the parties hereto hereby agree as follows:

#### ARTICLE I THE MERGER

#### SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Trust shall determine, the Trust, which shall be the

surviving entity, shall file a certificate of merger (the "<u>Delaware Certificate of Merger</u>") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Trust and the Texas LLC shall file a certificate of merger (the "<u>Texas Certificate of Merger</u>") with the Secretary of State of the State of Texas and make all other filings or recordings required by Texas law in connection with the Merger. The Merger shall become effective at such time as is specified in the Delaware Certificate of Merger and the Texas Certificate of Merger (the "<u>Effective Time</u>").

(b) At the Effective Time, the Texas LLC shall be merged with and into the Trust, whereupon the separate existence of the Texas LLC shall cease, and the Trust shall be the surviving entity of the Merger (the "Surviving Entity.") in accordance with Section 3815 of the Delaware Act and Section 10.008 of the TBOC.

SECTION 1.02. <u>Interests</u>. At the Effective Time, the limited liability company interest in the Texas LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 33,000,000 trust units of the Trust and shall cease to be outstanding and shall be canceled. Contractual appraisal rights shall not be available as a result of the Merger.

### ARTICLE II THE SURVIVING ENTITY

SECTION 2.01. <u>Certificate of Trust and Trust Agreement</u>. The Certificate of Trust and the Trust Agreement of the Trust, as in effect at the Effective Time, shall be the certificate of trust and trust agreement of the Surviving Entity unless and until amended in accordance with their terms and applicable law. The name of the Surviving Entity shall be Enduro Royalty Trust.

# ARTICLE III TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. <u>Transfer, Conveyance and Assumption</u>. At the Effective Time, the Trust shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Texas LLC, and all of the assets and property of whatever kind and character of the Texas LLC shall vest in the Trust without further act or deed; thereafter, the Trust, as the Surviving Entity, shall be liable for all of the liabilities and obligations of the Texas LLC, and any claim or judgment against the Texas LLC may be enforced against the Trust, as the Surviving Entity, in accordance with Section 3815 of the Delaware Act and Section 10.008 of the TBOC.

SECTION 3.02. <u>Further Assurances</u>. If at any time the Trust shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right

of the Texas LLC, or otherwise to carry out the provisions hereof, the proper representatives of the Texas LLC immediately before the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

## ARTICLE IV TERMINATION

SECTION 4.01. <u>Termination</u>. This Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual written consent of the Trust and the Texas LLC;
- (b) by either the Trust, or the Texas LLC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Trust or the Texas LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Plan of Merger is terminated pursuant to Section 4.01, this Plan of Merger shall become void and of no effect with no liability on the part of either party hereto.

#### ARTICLE V MISCELLANEOUS

SECTION 5.01. <u>Amendments; No Waivers</u>. Any provision of this Plan of Merger may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Trust and the Texas LLC. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. <u>Integration</u>. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Trust and the Texas LLC, or their representatives, are merged into this Plan of Merger, and this Plan of Merger shall constitute the entire understanding between the Trust and the Texas LLC with respect to the subject matter hereof.

SECTION 5.03. <u>Successors and Assigns</u>. The provisions of this Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; <u>provided</u> that no party may assign, delegate or otherwise transfer

any of its rights or obligations under this Plan of Merger without the consent of the other party hereto.

SECTION 5.04. <u>Governing Law</u>. This Plan of Merger shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

SECTION 5.05. <u>Counterparts</u>; <u>Effectiveness</u>. This Plan of Merger may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Plan of Merger shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be duly executed as of the day and year first above written.

#### ENDURO ROYALTY TRUST

By: The Bank of New York Mellon Trust Company, N.A., not individually but solely as trustee

By: /s/ Michael J. Ulrich

Name: Michael J. Ulrich Title: Vice President

#### ENDURO TEXAS LLC

By: Enduro Resource Partners LLC, its sole member

By: /s/ Jon S. Brumley

Name: Jon S. Brumley

Title: President and Chief Executive Officer

Signature Page to Agreement and Plan of Merger

**Execution Copy** 

AMENDED AND RESTATED

TRUST AGREEMENT

OF

ENDURO ROYALTY TRUST

**AMONG** 

ENDURO RESOURCE PARTNERS LLC

and

WILMINGTON TRUST COMPANY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Dated: As of November 3, 2011

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# AMENDED AND RESTATED TRUST AGREEMENT OF ENDURO ROYALTY TRUST

This Amended and Restated Trust Agreement of Enduro Royalty Trust, a Delaware statutory trust (the "*Trust*"), is entered into effective as of the 3rd day of November, 2011, by and among ENDURO RESOURCE PARTNERS LLC, a Delaware limited liability company with its principal office in Fort Worth, Texas ("*Enduro*"), as trustor, WILMINGTON TRUST COMPANY, a trust company organized under the laws of the State of Delaware with its principal office in Wilmington, Delaware ("*Wilmington Trust*"), as Delaware Trustee (as hereinafter defined), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national association organized under the laws of the State of New York (the "*Bank*"), as Trustee (as hereinafter defined).

#### WITNESSETH:

WHEREAS, Enduro is engaged in the exploration for, and the development and production of, oil and natural gas, the development, ownership and operation of oil and natural gas infrastructure and the acquisition of leases and other real property in connection therewith, and owns oil and natural gas properties and related assets in Texas, Louisiana and New Mexico; and

WHEREAS, Enduro has determined to convey to the Trust through the Merger (hereinafter defined) the Net Profits Interest (hereinafter defined) in exchange for 33,000,000 Trust Units (hereinafter defined); and

WHEREAS, Enduro, Wilmington Trust and the Bank have previously formed the Trust pursuant to the Organizational Trust Agreement (hereinafter defined) in accordance with the provisions of the Trust Act (hereinafter defined) and, in connection therewith, Enduro has previously delivered to the Bank, on behalf of the Trust, good and valuable consideration, which consideration the Bank has accepted, to have and to hold, in trust, such consideration, for the purposes and subject to the terms and conditions hereinafter provided; and

NOW, THEREFORE, Enduro, Wilmington Trust and the Bank hereby amend and restate the Organizational Trust Agreement in its entirety.

## ARTICLE I DEFINITIONS

As used herein, the following terms have the meanings indicated:

"AAA" has the meaning assigned to that term in Article XI.

"Affiliate" means, for any specified Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. "Control," in the preceding sentence, refers to the possession, directly or

indirectly, of the right or power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

- "Agent" means, with respect to a Person, an agent, employee, officer, director, custodian, nominee or attorney of such Person.
- "Agreement" means this Amended and Restated Trust Agreement of Enduro Royalty Trust, as it may be further amended, supplemented or restated from time to time.
  - "Bank" means The Bank of New York Mellon Trust Company, N.A., a national banking association, and its successors and assigns.
- "Beneficial Interest" means the aggregate beneficial ownership interest of all Trust Unitholders in the Trust Estate, including without limitation the proceeds from the conversion of the Net Profits Interest to cash, and in the right to cash resulting from such conversion of the Net Profits Interest, which beneficial interest is expressed in Trust Units, but such beneficial interest does not include any direct ownership interest, legal or equitable, in or to the Net Profits Interest, or any part thereof, or in or to any asset of the Trust Estate.
- "Business Day" means any day that is not a Saturday, Sunday, a holiday determined by the NYSE Regulation, Inc. as affecting "ex' dates" or any other day on which national banking institutions in New York, New York or Wilmington, Delaware are closed as authorized or required by law.
  - "Claimant" has the meaning assigned to that term in Article XI.
  - "Closing" means the first closing of the initial public offering of Trust Units contemplated by the Securities Act Registration Statement.
  - "Closing Date" means the date of Closing.
  - "Commission" means the Securities and Exchange Commission.
- "*Conveyance*" means the Conveyance of Net Profits Interest, to be entered into on November 8, 2011, from Enduro Operating LLC, as grantor, to Enduro Texas, as grantee, as supplemented by the Conveyance Supplement.
- "Conveyance Supplement" means the Supplement to Conveyance of Net Profits Interest, to be entered into on November 8, 2011 by and among Enduro Operating LLC, Enduro Texas and the Trustee.
- "Delaware Trustee" means the Entity serving as a trustee (other than as the Trustee) hereunder having its principal place of business in Delaware, not in its individual capacity but solely in its capacity as trustee hereunder, and having the rights and obligations specified with respect to the Delaware Trustee in this Agreement. Furthermore, any benefit, indemnity, release or protection granted to the Delaware Trustee herein shall extend to and shall be fully applicable and effective with regard to any Entity serving as the Delaware Trustee, including, without limitation, Wilmington Trust.

- "Enduro" means Enduro Resource Partners LLC, a Delaware limited liability company, and its successors and permitted assigns.
- "Enduro Texas" means Enduro Texas LLC, a Texas limited liability company and wholly owned subsidiary of Enduro, and its successors and permitted assigns.
  - "Entity" means a corporation, partnership, limited liability company, trust, estate or other entity, organization or association.
  - "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- "Exchange Act Registration Statement" means the registration statement on Form 8-A pursuant to which the Trust Units may be registered under Section 12 of the Exchange Act.
  - "Expenses" has the meaning assigned to that term in Section 6.02(a).
- "Fair Value" means, with respect to any portion of the Net Profits Interest to be released or sold pursuant to Section 3.02(c) in connection with a sale of Underlying Properties, an amount equal to the excess, if any, of (a) the proceeds which could reasonably be expected to be obtained from the sale of such portion of the Net Profits Interest to a party which is not an Affiliate of Enduro or the Trust on an arms-length negotiated basis, taking into account relevant market conditions and factors existing at the time of any such proposed sale or release, over (b) the Trust's proportionate share of any sales costs, commissions and brokerage fees related to such sales.
  - "Gross Deductions" has the meaning assigned to that term in the Conveyance.
  - "Gross Fair Value" means an amount equal to the Fair Value divided by 80%.
  - "Indemnified Party" or "Indemnified Parties" has the meaning assigned to that term in Section 6.02(c).
  - "Indemnifying Party" has the meaning assigned to that term in Section 6.02(c).
- "Independent Reserve Engineers" means Cawley, Gillespie & Associates, Inc., independent petroleum engineers, or any successor petroleum engineering consultants employed by the Trust to provide information and reports with respect to the Net Profits Interest.
  - "Merger" means the merger of Enduro Texas with and into the Trust, pursuant to the Merger Agreement.
- "Merger Agreement" means the Agreement and Plan of Merger, dated November 3, 2011, between the Trust and Enduro Texas pursuant to which the Merger will occur.
- "Monthly Cash Distribution" means, for each Monthly Period, an amount determined by the Trustee pursuant to Section 5.02 hereof to be equal to the excess, if any, of (a) the sum of (i) the cash received by the Trust attributable to the Net Profits Interest with respect to the Monthly Period, plus (ii) any decrease with respect to the Monthly Period in any cash reserve

theretofore established by the Trustee for the payment of liabilities of the Trust, plus (iii) any other cash receipts of the Trust with respect to the Monthly Period (including any cash received from interest earned pursuant to Section 3.04), over (b) the sum of (i) the liabilities of the Trust paid with respect to the Monthly Period, plus (ii) the amount of any cash used with respect to the Monthly Period by the Trustee to establish or increase a cash reserve established for the payment of any liabilities, including contingent liabilities, of the Trust.

- "Monthly Payment Date" means the 10th Business Day after the Monthly Record Date.
- "*Monthly Period*" means, for the initial period, the period that commences on July 1, 2011 and continues through and includes September 30, 2011, and for succeeding periods each calendar month of each year.
- "Monthly Record Date" means, for each Monthly Period, the last Business Day of the next succeeding month or such other date established by the Trustee in order to comply with applicable law or the rules of any securities exchange or quotation system on which the Trust Units may be listed or admitted to trading, in which event "Monthly Record Date" means such other date; provided, however, that the initial Monthly Record Date may occur prior to November 30, 2011.
  - "Net Profits Interest" means the net profits interest to be conveyed by Enduro (through its wholly owned subsidiary) to the Trust through the Merger.
- "Organizational Trust Agreement" means the Trust Agreement of Enduro Royalty Trust, entered into and effective as of May 3, 2011, by and among Enduro, Wilmington Trust and the Bank.
  - "Person" means a natural person or an Entity.
- "Prospectus" means the final prospectus constituting a part of the Securities Act Registration Statement, as filed pursuant to Rule 424(b) under the Securities Act.
  - "Record Date Trust Unitholders" has the meaning assigned to that term in Section 8.02 hereof.
- "Registration Rights Agreement" means the Registration Rights Agreement, to be entered into on November 8, 2011, entered into between Enduro and the Trust.
- "Responsible Officer" means (a) with respect to the Delaware Trustee, any officer in the Corporate Trust Administration office of the Delaware Trustee having direct responsibility for the administration of this Agreement, and with respect to a particular corporate trust matter, any officer of the Delaware Trustee to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject, and (b) with respect to the Trustee, any officer in the Corporate Trust Administration office of the Trustee having direct responsibility for the administration of this Agreement, and with respect to a particular corporate trust matter, any officer of the Trustee to whom such a matter is referred because of his or her knowledge of and familiarity with the subject.

- "Respondent" has the meaning assigned to that term in Article XI.
- "Rules" has the meaning assigned to that term in Article XI.
- "Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as amended.
- "Securities Act" means the Securities Act of 1933, as amended.
- "Securities Act Registration Statement" means the Registration Statement on Form S-1 (Registration No. 333-174225-01) as it has been or as it may be amended or supplemented from time to time, filed by Enduro and the Trust with the Commission under the Securities Act to register the offering and sale of Trust Units.
  - "Services" has the meaning assigned to that term in Section 5.05 thereof.
  - "Special Provisions" has the meaning assigned to that term in Article XI.
- "Transaction Documents" means this Agreement, the Underwriting Agreement, the Conveyance, the Registration Rights Agreement and the Merger Agreement.
- "*Transferee*" means, as to any Trust Unitholder or former Trust Unitholder, any Person succeeding to the interest of such Trust Unitholder or former Trust Unitholder in one or more Trust Units, whether as purchaser, donee, legatee or otherwise.
- "*Trust*" means Enduro Royalty Trust, the Delaware statutory trust created pursuant to the Organizational Trust Agreement and continued by and administered under the terms of this Agreement.
- "*Trust Act*" means the Delaware Statutory Trust Act, Title 12, Chapter 38 of the Delaware Code, Sections 3801 et seq., as amended from time to time during the term of this Agreement.
  - "Trust Estate" means the assets held by the Trust under this Agreement, including both income and principal.
  - "Trust Units" means uncertificated, undivided pro rata fractional interests in the Beneficial Interest, determined as hereinafter provided.
- "*Trust Unitholder*" means the owner of one or more Trust Units as reflected on the books of the Trustee pursuant to <u>Section 4.01</u> or in the records of The Depository Trust Company.
- "*Trustee*" means the Entity serving as a trustee (other than the Delaware Trustee) under this Agreement, not in its individual capacity but solely in its fiduciary capacity. Furthermore, any benefit, indemnity, release or protection granted to the Trustee herein shall extend to and shall be fully applicable and effective with regard to any Entity serving as Trustee, including, without limitation, the Bank. The term "principal office" of the Trustee shall mean the principal

office of the Trustee in Austin, Texas, or the principal office at which at any particular time its institutional or corporate trust business may be administered.

"*Trustee Release*" means a recordable instrument (in a form reasonably acceptable to Enduro or its Affiliates, as applicable) that evidences or effects the termination and release of the Net Profits Interest with respect to the Underlying Properties being conveyed.

"Underlying Properties" means the Subject Interests subject to the Net Profits Interest, as "Subject Interests," is defined in the Conveyance.

"Underwriters" means each Person named as an underwriter in Schedule 1 to the Underwriting Agreement.

"*Underwriting Agreement*" means the Underwriting Agreement dated as of November 2, 2011 among the Underwriters, the Trust and Enduro, providing for the purchase of 13,200,000 Trust Units and any additional Trust Units to be sold pursuant to the Underwriters' overallotment option.

"Wilmington Trust" means Wilmington Trust Company, a corporation organized under the laws of the State of Delaware, and its successors and assigns.

# ARTICLE II NAME AND PURPOSE OF THE TRUST; DECLARATION OF TRUST

Section 2.01 *Name; Certificate of Trust.* The Trust continued by this Agreement shall remain a Delaware statutory trust under the Trust Act. The Trust shall continue to be known as "Enduro Royalty Trust", and the Trustee may transact the Trust's affairs in that name (or, if required by applicable law, in the Trustee's name in its capacity as the trustee on behalf of the Trust). The continuation and operation of the Trust shall be in accordance with this Agreement, which shall constitute the "governing instrument" of the Trust within the meaning of Section 3801(f) of the Trust Act. In the event that a Responsible Officer of either the Delaware Trustee or the Trustee becomes aware that any statement contained or matter described in the Trust's Certificate of Trust has changed, making it false in any material respect, it will notify the other trustee and the Delaware Trustee shall promptly file or cause to be filed in the office of the Secretary of State of Delaware an amendment of same at the written direction of the Trustee, duly executed in accordance with Section 3811 of the Trust Act, in order to effect such change thereto, such filing to be in accordance with Section 3810(b) of the Trust Act.

Section 2.02 *Purpose*. The purposes of the Trust are, and the Trust (and the Trustee on behalf of the Trust) shall have the power and authority and is hereby authorized:

- (a) to acquire, hold, protect and conserve the Trust Estate for the benefit of the Trust Unitholders;
- (b) to receive and hold the Net Profits Interest and the other assets of the Trust Estate;
- (c) to issue 33,000,000 Trust Units on the Closing Date and to perform its obligations with respect thereto;

- (d) to invest cash reserves as provided in Section 3.04;
- (e) to convert the Net Profits Interest into cash either by (1) retaining the Net Profits Interest and collecting the proceeds of production payable with respect to the Net Profits Interest until production has ceased or the Net Profits Interest has been sold or transferred or the Net Profits Interest has otherwise terminated or (2) selling or otherwise disposing of all or any portion of the Net Profits Interest in accordance with the terms of this Agreement;
- (f) to pay, or provide for the payment of, any liabilities incurred in carrying out the purposes of the Trust, and thereafter to distribute the remaining amounts of cash received by the Trust to the Trust Unitholders on a pro rata basis determined by the number of Trust Units held by each Trust Unitholder in accordance with <u>Section 5.02</u>;
  - (g) to distribute the Monthly Cash Distribution;
- (h) to incur indebtedness and grant security interests in or otherwise encumber the Trust Estate in order to pay the liabilities of the Trust as they become due, if necessary;
  - (i) to enter into, execute, deliver and perform its obligations and enforce its rights under the Transaction Documents to which it is a party;
- (j) to cause to be prepared and file (i) reports required to be filed under the Exchange Act, (ii) any reports required by the rules of any securities exchange or quotation system on which the Trust Units are listed or admitted to trading, and (iii) any reports, forms or returns required to be filed pursuant to tax laws and other applicable laws and regulations, and to establish, evaluate and maintain a system of internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act;
  - (k) to conduct or wind up its business as described in the Securities Act Registration Statement; and
- (l) to engage in such other activities as are necessary or convenient for the attainment of any of the foregoing or are incident thereto, including activities required or permitted by the terms of the Conveyance, and which may be engaged in or carried on by a statutory trust under the Trust Act.

The Trust hereby authorizes the Transaction Documents and the activities contemplated therein.

Section 2.03 *Transfer of Trust Property to the Trust*. Upon the formation of the Trust, Enduro paid good and valuable consideration to the Trust, in trust, for the uses and purposes provided in the Organizational Trust Agreement and in this Agreement. At (and subject to the occurrence of) the Closing the following transactions will occur:

(a) Enduro shall, or shall cause its Affiliates to, grant, bargain, sell, convey and assign to the Trust through the Merger, for the uses and purposes provided herein, the Net Profits Interest in consideration for 33,000,000 Trust Units to be issued by the Trust to Enduro, which Trust Units shall collectively represent the entire Beneficial Interest in accordance with

<u>Section 4.01</u>. The issuance of 33,000,000 Trust Units is hereby duly authorized and, upon issuance at the Closing, such Trust Units shall be duly and validly issued and outstanding and, upon receipt by the Trust at the Closing of the consideration described above, the Trust Units will be fully paid and nonassessable without the requirement of any further consideration.

- (b) The Merger shall become effective.
- (c) The Trustee, on behalf of the Trust, shall enter into the Conveyance Supplement.
- (d) Enduro and the Trustee, on behalf of the Trust, shall enter into the Registration Rights Agreement.

Section 2.04 *Creation of the Trust.* The Trustee declares that it shall hold the Trust Estate in trust for the benefit of the Trust Unitholders, upon the terms and conditions set forth in this Agreement. As set forth above and amplified herein, the Trust is intended to be a passive entity limited to the receipt of revenues attributable to the Net Profits Interest and the distribution of such revenues, after payment of or provision for Trust expenses and liabilities, to the Trust Unitholders. It is not the intention of the parties hereto to create, and nothing in this Agreement shall be construed as creating, for any purpose, a partnership, joint venture, joint stock company or similar business association, between or among Trust Unitholders, present or future, or between or among Trust Unitholders, or any of them, the Delaware Trustee, the Trustee and/or Enduro. Neither the Trustee nor the Delaware Trustee, in its individual capacity, or otherwise, makes any representation as to the validity or sufficiency of this Trust Agreement.

Section 2.05 *Principal Offices*. Unless and until changed by the Trustee, the address of the principal office of the Trustee is 919 Congress Avenue, Suite 500, Austin, Texas 78701, Attention: Institutional Trust Services. Unless and until changed by the Delaware Trustee, the principal place of business of the Delaware Trustee is 1100 North Market Street, Wilmington, Delaware 19890-1615, Attention: Corporate Trust Administration. The Trust may maintain offices at such other place or places within or without the State of Delaware as the Trustee deems advisable.

# ARTICLE III ADMINISTRATION OF THE TRUST AND POWERS OF THE TRUSTEE AND THE DELAWARE TRUSTEE

Section 3.01 General Authority.

(a) The Trustee accepts the trust hereby continued and agrees to perform its duties hereunder with respect to the same, but only upon the express terms of this Agreement. Subject to the limitations set forth in this Agreement, the Trustee, acting alone, without the approval or consent of, or notice to, the Delaware Trustee or any Trust Unitholder, is authorized to take such action as in its judgment is necessary, desirable or advisable to best achieve the purposes and powers of the Trust set forth in Section 2.02 hereof, including the execution and delivery of the Transaction Documents. The Trustee shall not (i) dispose of any part of the Trust Estate except as expressly provided herein or (ii) except as permitted by Section 10.02, agree to amend or waive any provision of, give any consent or release with respect to, or terminate this Agreement or the Conveyance without the express approval of Trust Unitholders of record holding at least

75% of the then outstanding Trust Units at a meeting held in accordance with the requirements of Article VIII.

- (b) The Delaware Trustee is appointed to serve as the trustee of the Trust in the State of Delaware for the sole purpose of satisfying the requirements of Section 3807(a) of the Trust Act that the Trust have at least one trustee with a principal place of business in the State of Delaware, or if a natural person, who is a resident of the State of Delaware. It is understood and agreed by the parties hereto that the Delaware Trustee shall have none of the duties, obligations or liabilities of any other Person, including, without limitation, the Trustee. The Delaware Trustee shall satisfy the requirements of Section 3807(a) of the Trust Act. The Delaware Trustee accepts the Trust hereby continued and agrees to perform its duties hereunder with respect to the same, but only upon the express terms of this Agreement. The Delaware Trustee is authorized to take only such actions, and shall be required to perform only such duties and obligations, with respect to the Trust as are specifically set forth in this Agreement, and no implied duties, obligations or powers shall be read into this Agreement in respect to the Delaware Trustee. The Delaware Trustee shall not otherwise manage or take part in the business or affairs of the Trust in any manner.
- (c) The duties of the Delaware Trustee shall be limited to (i) accepting legal process served on the Trust in the State of Delaware, (ii) the execution of any certificates required to be filed with the Delaware Secretary of State which the Delaware Trustee is required to execute under Section 3811 of the Trust Act, (iii) the filing of any such certificates with the Delaware Secretary of State upon the written request of the Trustee and (iv) the acts of the Delaware Trustee provided in Section 7.01. Except for the purpose of the foregoing sentence, the Delaware Trustee shall not be deemed a trustee, and shall have no management responsibilities or owe any fiduciary duties to the Trust or the Trust Unitholders. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust or the Trust Unitholders, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement. Notwithstanding any other provision of this Agreement, the Delaware Trustee shall not participate in any decisions or possess any authority with respect to the administration of the Trust, the investment of the Trust's property or the payment of dividends or other distributions of income or principal to the Trust Unitholders.

Section 3.02 Limited Power of Disposition.

- (a) The Trustee shall not release, sell or otherwise dispose of all or any part of the Trust Estate, including, without limitation, all or any portion of the Net Profits Interest, or any interest therein, except that the Trustee is directed to release, sell and convey all or any portion of the Net Profits Interest as provided in Section 3.02(b), Section 3.02(c), Section 3.07 or Section 9.03, as applicable. No Trust Unitholder approval shall be required for any release, sale or conveyance of the Net Profits Interest under Section 3.02(c), Section 3.07 or Section 9.03, as applicable.
- (b) In the event that Enduro notifies the Trustee that it desires the Trustee to sell or dispose of (except for releases, which are addressed under <u>Section 3.02(c)</u>) all or any part of the Trust Estate, including, without limitation, all or any portion of the Net Profits Interest, or any

interest therein, the Trustee shall sell the applicable portion of the Trust Estate for cash if approved by the Trust Unitholders of record holding at least 75% of the then outstanding Trust Units at a meeting held in accordance with the requirements of <u>Article VIII</u>. This <u>Section 3.02(b)</u> shall not be construed to require approval of the Trust Unitholders for any sale or other disposition of all or any part of the Trust Estate pursuant to <u>Section 3.02(c)</u>, <u>Section 3.07</u> or <u>Section 9.03</u>.

- (c) Enduro and its Affiliates may at any time and from time to time sell a divided or undivided portion of their interests in the Underlying Properties, free from and unburdened by the Net Profits Interest (without the consent of the Trustee), subject to the following terms and conditions:
  - (i) no sale of a portion of Enduro's or its Affiliates' interests in the Underlying Properties shall be permitted under this paragraph (c) if (A) the sale is to a Person who is an Affiliate of Enduro, (B) the sale relates to an interest in the Underlying Properties that accounted for in excess of 0.25% of the total production from the Underlying Properties during the most recently completed 12 calendar months or (C) the aggregate Fair Value of all portions of the Net Profits Interest released by the Trustee pursuant to this paragraph (c) would exceed \$500,000 during any consecutive 12-month period;
  - (ii) in connection with any sale pursuant to this paragraph (c), the Gross Fair Value of the portion of the Net Profits Interest released by the Trustee shall be an "Offset Amount" (as defined in the Conveyance) against the Gross Deductions when determining the amount of cash attributable to the Net Profits Interest; and
  - (iii) the Trustee shall have received a certificate from Enduro certifying to the Trustee and the Trust that the amount to be offset pursuant to clause (ii) above represents the Gross Fair Value of the portion of the Net Profits Interest to be released by the Trustee.

Upon receipt of (a) written notice of such a sale given by Enduro or its Affiliates, (b) an accurate description of the Net Profits Interest to be conveyed, and (c) a certification of Enduro or other sufficient information to evidence conclusively that the conditions to transfer described in the Conveyance and in this paragraph (c) have been satisfied, the Trustee shall (subject to clauses (i) through (iii) above) terminate and release the Net Profits Interest with respect to the applicable Underlying Properties through execution and delivery of a Trustee Release at the closing of such sale, and such other instruments, agreements and documents as Enduro or its Affiliates may reasonably request, to evidence or effect the transfer of such portion of Enduro's or its Affiliates' interests in the Underlying Properties, free from and unburdened by the Net Profits Interest.

(d) Following the sale of all or any portion of the Underlying Properties, Enduro will be relieved of its obligations with respect to the Net Profits Interest that burdens such portion of the Underlying Properties. Promptly after completion of any such sale, Enduro shall so notify the Trustee in writing. Any purchaser of such Underlying Properties shall be the assignee of Enduro to the extent of the interest sold and shall be bound by the obligations of Enduro under this Agreement and the Conveyance to such extent.

- (e) Anything herein to the contrary notwithstanding, the Trustee shall not agree to any distribution of the Net Profits Interest or any other asset of the Trust that would cause the interest of a Trust Unitholder to be treated (except for tax purposes) as an interest other than an intangible personal property interest. Unless required to sell pursuant to this Section 3.02, or pursuant to Section 9.03, or to distribute the Monthly Cash Distribution pursuant to Section 5.02, the Trustee is authorized to retain any part of the Trust Estate in the form in which such property was transferred to the Trustee, without regard to any requirement to diversify investments or other requirements.
- (f) Any conveyance, transfer or other disposition not expressly addressed in this Agreement shall be governed by the provisions of the Conveyance. In the event that there is a conflict between the provisions of the Conveyance and this Agreement, the provisions of the Conveyance shall control to the extent of such conflict.

Section 3.03 *No Power to Engage in Business or Make Investments or Issue Additional Securities*. Neither the Trustee nor the Delaware Trustee shall cause or permit the Trust to (a) acquire any asset other than the Net Profits Interest and profits therefrom, other than in connection with the rights of the Trust to enforce the terms and provisions of the Transaction Documents to which it or the Trustee as trustee of the Trust is a party, and to collect other amounts paid to the Trust or the Trustee as trustee of the Trust as set forth herein, (b) engage in any business or investment activity of any kind whatsoever, except for the activities permitted herein, or (c) issue Trust Units or other securities after the Closing Date. Neither the Trustee nor the Delaware Trustee shall have any responsibility or authority relating to the development or operations of the Underlying Properties or the marketing of any production therefrom or any other business decision affecting the assets of the Trust.

Section 3.04 Interest on Cash Reserves. Cash being held by the Trustee as a reserve for, or in anticipation of, the payment of a Monthly Cash Distribution or for the payment of any liabilities, other than current routine administrative costs, shall be placed by the Trustee with one or more banks or financial institutions (which, to the extent to which authorized pursuant to the Trust Act and other applicable laws, may be, or may include, any bank serving as the Trustee or the Delaware Trustee) and be invested in (a) accounts payable on demand without penalty (which may be non-interest bearing), (b) interest bearing obligations issued by (or unconditionally guaranteed by) the United States of America or any agency or instrumentality thereof (provided such agency or instrumentality obligations are guaranteed by the full faith and credit of the United States of America), (c) money market funds that invest only in United States government securities; (d) repurchase agreements secured by obligations qualifying under (b) above or (e) certificates of deposit of any bank or banks having combined capital, surplus and undivided profits in excess of \$100,000,000 which, in the case of (b), (d) and (e) above, mature prior to the date on which such Monthly Cash Distribution is to be distributed or any such liability is to be paid. Any government obligation, repurchase agreement or certificate of deposit held by the Trustee shall be held until maturity. The interest rate on reserves placed with any bank or financial institution serving as the Trustee or the Delaware Trustee shall be the interest rate that such bank pays in the normal course of business on amounts placed with it, taking into account the amount involved, the period held and other relevant factors. Subject to Section 6.01, the Trustee shall not be liable for its selection of permitted investments or for any investment losses resulting from such investments. Notwithstanding anything herein to the contrary, the

Delaware Trustee shall not be obligated to accept any such cash or other assets for investment or otherwise. To the extent that the Delaware Trustee decides in its sole and absolute discretion to accept cash for investment pursuant to this <u>Section 3.04</u>, the Delaware Trustee shall invest such cash pursuant to the written instructions of the Trustee, and the Delaware Trustee shall not be liable to the Trust or any other Person for any losses resulting from such investments absent its own fraud, gross negligence or willful misconduct.

Section 3.05 Power to Settle Claims.

- (a) The Trustee is authorized to prosecute or defend, and to settle by arbitration or otherwise, any claim of or against the Trustee, the Trust or the Trust Estate, to waive or release rights of any kind, to settle any dispute with Enduro or any other Person, and to pay or satisfy any debt, tax or claim upon any evidence by it deemed sufficient, without the joinder or consent of any Trust Unitholder, including enforcing the rights of the Trust under the Transaction Documents to which the Trust (or the Trustee as trustee of the Trust) is a party; *provided*, *however*, that the Trustee shall not settle any dispute involving the Net Profits Interest part of the Conveyance if such actions would change the character of the Net Profits Interest in such a way that the Net Profits Interest becomes a working interest or that the trust would fail to continue to qualify as a grantor trust for U.S. federal income tax purposes. To the fullest extent permitted by law, the Trust Unitholders shall have no power to prosecute any claim of the Trust or the Trust Estate against any Person other than to prosecute a claim to compel performance by the Trustee on behalf of the Trust or the Trust Estate.
- (b) The Trustee is authorized and empowered to require any Trust Unitholder to dispose of his Trust Units if an administrative or judicial proceeding seeks to cancel or forfeit any of the property in which the Trust holds an interest because of the nationality or any other status of such Trust Unitholder. If a Trust Unitholder fails to dispose of his Trust Units as required by the Trustee pursuant to this Section 3.05(b), the Trustee is authorized to purchase such Trust Units on behalf of the Trust and to borrow funds to make that purchase.

Section 3.06 *Power to Contract for Services*. In the administration of the Trust, the Trustee is empowered to employ oil and natural gas consultants (which may include the Independent Reserve Engineers), accountants (with the consent of Enduro, which consent shall not be unreasonably withheld or delayed), attorneys (who may, but need not be, counsel to Enduro or any of its Affiliates) and other professional and expert Persons, to employ or contract for clerical and other administrative assistance (including assistance from Enduro or any of its Affiliates), to delegate to Agents any matter, whether ministerial or discretionary, and to act through such Agents and to make payments of all fees for services or expenses in any manner thus incurred out of the Trust Estate.

Section 3.07 Payment of Liabilities of Trust.

(a) Except as otherwise provided herein, the Trustee may and shall use any money received by it for the payment or reimbursement of all liabilities of the Trust, including, but without limiting the generality of the foregoing, all expenses, taxes, liabilities incurred of all kinds, compensation to it for its services hereunder, as provided for in <a href="Article VII">Article VII</a>, and compensation to such parties as may be employed as provided for in <a href="Section 3.06">Section 3.06</a>. With respect

to any liability that is contingent or uncertain in amount or any anticipated liability that is not currently due and payable, the Trustee may, but is not obligated to, establish a cash reserve for the payment of such liability. Except to the extent permitted under applicable law, the Trustee shall not pay any liability of the Trust with funds set aside pursuant to Section 5.02 for the payment of a Monthly Cash Distribution.

(b) If at any time the cash on hand and to be received by the Trustee and available to pay liabilities is not, or will not be, in the judgment of the Trustee, sufficient to pay liabilities of the Trust as they become due, the Trustee is authorized to cause the Trust to borrow the funds required to pay such liabilities. In such event, no further distributions will be made to Trust Unitholders (except in respect of any previously determined Monthly Cash Distribution) until the indebtedness created by such borrowings, including interest thereon, has been paid in full. Such funds may be borrowed from any Person, including, without limitation, the Bank (to the extent permitted by law), including its Affiliates, while serving as Trustee or any other Entity serving as a fiduciary hereunder; provided, however, that neither the Bank nor any other Entity shall be required to make any such loan. Under no circumstances shall the Trustee or the Delaware Trustee be personally liable for any indebtedness or other liability of the Trust. To secure payment of such indebtedness (including any indebtedness to the Bank or any other Entity serving as a fiduciary hereunder), the Trustee is authorized to (i) mortgage, pledge, grant security interests in or otherwise encumber the Trust Estate, or any portion thereof, including the Net Profits Interest, (ii) include any and all terms, powers, remedies, covenants and provisions deemed necessary or advisable in the Trustee's discretion, including, without limitation, confession of judgment, waiver of appraisal and the power of sale with or without judicial proceedings and (iii) provide for the exercise of those and other remedies available to a secured lender in the event of a default on such loan. If such funds are loaned to the Trust by the Trustee or any other such Entity while the Trustee or such other Entity is serving as a fiduciary hereunder, the terms of such indebtedness and security interest shall be similar to the terms which the Trustee or such other Entity would grant to a similarly situated commercial customer with whom it did not have, directly or indirectly, a fiduciary relationship, and the Trustee or such other Entity shall be entitled to enforce its rights with respect to any such indebtedness and security interest as if it were not, directly or indirectly, and had never been, directly or indirectly, the Trustee or a fiduciary hereunder.

(c) Enduro will, upon written request of the Trustee, provide the Trust with a \$1 million letter of credit. If the Trust requires more than the \$1 million under the letter of credit to pay administrative expenses, Enduro will, upon written request of the Trustee, loan funds to the Trust in such amount as is necessary to pay such Trust expenses. Any funds drawn under the letter of credit or loaned by Enduro pursuant to this Section 3.07(c) shall be limited to the payment of current accounts or other obligations to trade creditors in connection with obtaining goods or services or for the payment of other accrued current liabilities arising in the ordinary course of the Trust's business, and shall not be used to satisfy any indebtedness of the Trust. Any loan made by Enduro to the Trust pursuant to this Section 3.07(c) shall: (i) be evidenced by a written promissory note executed by the Trustee on behalf of the Trust, (ii) be on an unsecured basis, (iii) have terms (including interest rate) that are no less favorable to Enduro as those that would be obtained in an arm's-length transaction between Enduro and an unaffiliated third party and (iv) be without recourse to the Trustee and the Bank, it being agreed that any such note shall be payable solely out of the assets of the Trust.

- (d) In the event that the Trust (or the Trustee on behalf of the Trust) draws on the letter of credit or Enduro loans funds to the Trust (or the Trustee on behalf of the Trust) pursuant to <u>Section 3.07(c)</u>, no further distributions will be made to Trust Unitholders (except in respect of any previously determined Monthly Cash Distribution) until the indebtedness created by such amounts drawn or borrowed, including interest thereon, has been paid in full.
- (e) No provision of this Trust Agreement shall require either the Delaware Trustee, the Trustee or any other Entity serving as a fiduciary hereunder to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers. In no event shall the Trustee be responsible for the payment of any Monthly Cash Distribution or other amount except to the extent that it has sufficient cash on hand on behalf of the Trust to make such payment.

Section 3.08 *Income and Principal*. The Trustee shall not be required to keep separate accounts or records for income and principal. However, if the Trustee does keep such separate accounts or records, then the Trustee is authorized to treat all or any part of the receipts from the Net Profits Interest as income or principal, without having to maintain any reserve therefor, and in general to determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is deemed advisable under the circumstances of each case.

Section 3.09 *Term of Contracts*. To the fullest extent permitted by law, in exercising the rights and powers granted hereunder, the Trustee is authorized to make the term of any transaction or contract or other instrument extend beyond the term of the Trust.

Section 3.10 *Transactions with Entity Serving as the Trustee or the Delaware Trustee*. To the extent such conduct is not prohibited by applicable law and except as otherwise provided herein, each of the Trustee and the Delaware Trustee is authorized in exercising its powers under this Agreement to make contracts and have dealings with itself or its Affiliates, directly and indirectly, in any other fiduciary or individual capacity.

Section 3.11 No Security Required. No Entity serving as a trustee hereunder shall be required to furnish any bond or security of any kind.

Section 3.12 Filing of Securities Act Registration Statement, Exchange Act Registration Statement and Other Reports, Listing of Trust Units, etc.; Certain Fees and Expenses.

(a) After the registration of the Trust Units pursuant to the Exchange Act and/or the listing of the Trust Units for trading on the New York Stock Exchange, Inc. or another national securities exchange, the Trustee, on behalf of the Trust and acting upon the advice of counsel, shall cause the Trust to comply with all applicable rules, orders and regulations of the Commission and the national securities exchange on which the Trust Units are listed or admitted for quotation and to take all such other reasonable actions necessary for the Trust Units to remain registered under the Exchange Act and listed or quoted on such national securities exchange or quotation system, respectively, until the Trust is terminated. In addition, the Trustee is authorized to make, and the Trustee shall take, all reasonable actions to prepare and, to the extent required by this Agreement or by law, mail to Trust Unitholders any reports, press releases or

statements, financial or otherwise, that the Trustee determines are required to be provided to Trust Unitholders by applicable law or governmental regulation or the requirements of any securities exchange or quotation system on which the Trust Units are listed or admitted to trading. In addition, the Trustee, on behalf of the Trust and acting upon the advice of counsel, shall cause the Trust to comply with all of the provisions of the Sarbanes-Oxley Act and the rules and regulations of the Commission related thereto, including but not limited to, establishing, evaluating and maintaining a system of internal control over financial reporting in compliance with the requirements of Section 404 thereof and making all required certifications pursuant to the Sarbanes-Oxley Act and the rules and regulations adopted by the Commission related thereto.

- (b) The Trustee shall execute, on behalf of the Trust or in the name of the Trustee in its capacity as trustee of the Trust, any documents incidental or related to the initial public offering of the Trust Units and the listing of the Trust Units on the New York Stock Exchange.
- (c) The Trust is hereby authorized and empowered to take all steps, make all filings and applications and pay all fees necessary, customary or appropriate to the accomplishment of the objectives set forth in paragraph (a) or (b) of this <u>Section 3.12</u>.
- (d) Except as otherwise provided in <u>Article VI</u>, the fees, charges, expenses, disbursements and other costs incurred by the Trustee or the Delaware Trustee in connection with the discharge of its duties pursuant to this Agreement, including, without limitation, trustee fees, engineering, audit, accounting and legal fees, printing and mailing costs, amounts reimbursed or paid to Enduro pursuant to <u>Section 3.07</u> or <u>Section 7.02</u> hereof, and the fees and expenses of legal counsel for the Trustee, the Delaware Trustee, and the Trust (including legal fees and expenses incurred by the Trustee or the Delaware Trustee in connection with the formation of the Trust and issuance of Trust Units), shall be paid out of the Trust Estate as an administrative expense of the Trust; *provided*, *however*, that the Trustee's and the Delaware Trustee's acceptance fees paid by Enduro upon execution hereof shall be reimbursed to Enduro by the Trust. All other organizational expenses of the Trust will be paid by Enduro, and Enduro shall not be entitled to reimbursement thereof.
- (e) The Trustee is hereby authorized and empowered to take all steps, make all filings and applications and pay all fees necessary, customary or appropriate in order to perform the obligations of the Trust under the Registration Rights Agreement.

Section 3.13 *Reserve Report*. The Trustee shall cause a reserve report to be prepared by or for the Trust by the Independent Reserve Engineers as of December 31 of each year in accordance with criteria established by the Commission showing estimated proved oil, natural gas and natural gas liquids reserves attributable to the Net Profits Interest as of December 31 of such year and other reserve information required to comply with <u>Section 5.03</u>. Enduro, to the extent it is the operator of the Underlying Properties, shall, and to the extent any of its Affiliates is the operator of the Underlying Properties, shall cause such Affiliate or Affiliates to, use commercially reasonable efforts to cooperate with the Trust and the Independent Reserve Engineers in connection with the preparation of any such reserve report, and to the extent it is not the operator of the Underlying Properties and has not sold its interest in the same pursuant to <u>Section 3.02(b)</u>, shall use commercially reasonable efforts to obtain and provide to the Trustee and the Independent Reserve Engineers such information as may be reasonably necessary in

connection with the preparation of the reserve reports. The Trustee shall cause each reserve report prepared pursuant to this <u>Section 3.13</u> to be completed and delivered to it within 75 days of the last day of the prior calendar year or such shorter period as may be required to enable the Trustee to comply with the provisions of Section 5.03.

Section 3.14 *No Liability for Recordation*. Enduro shall be solely responsible, and the Trustee and the Delaware Trustee shall have no responsibility, for the filing of the Conveyance in the real property records of any jurisdiction in which the Underlying Properties are located. Neither the Trustee, the Delaware Trustee, the Bank nor any of their respective Agents shall be liable to the Trust Estate or any Trust Unitholder for any loss, claim or damage resulting from, or arising out of, the failure to file, or failure to properly file, the Conveyance in any real property records of any jurisdiction.

### ARTICLE IV TRUST UNITS AND UNCERTIFICATED BENEFICIAL INTEREST

Section 4.01 *Creation and Distribution*. Ownership of the entire Beneficial Interest shall be divided into 33,000,000 Trust Units. The Trust Units shall be uncertificated and ownership thereof shall be evidenced by entry of a notation in an ownership ledger maintained for such purpose by the Trustee or a transfer agent designated by the Trustee. The Trust Unitholders from time to time shall be the sole beneficial owners of the Trust Estate.

Section 4.02 Rights of Trust Unitholders; Limitation on Personal Liability of Trust Unitholders. Each Trust Unit shall represent pro rata undivided ownership of the Beneficial Interest and shall entitle its holder to participate pro rata in the rights and benefits of Trust Unitholders under this Agreement. A Trust Unitholder (whether by assignment or otherwise) shall take and hold each Trust Unit subject to all the terms and provisions of this Agreement and the Conveyance which shall be binding upon and inure to the benefit of the successors, assigns, legatees, heirs and personal representatives of such Trust Unitholder. By an assignment or a transfer of one or more Trust Units, the assignor thereby shall, with respect to such assigned or transferred Trust Unit or Trust Units, except as required by federal or state tax laws and as provided in Section 4.03 hereof in the case of a transfer after a Monthly Record Date and prior to the corresponding Monthly Payment Date, part with (a) all of its Beneficial Interest attributable to such Trust Unit or Trust Units and (b) all interests, rights and benefits of a Trust Unitholder under the Trust and this Agreement that are attributable to such Trust Unit or Trust Units as against all other Trust Unitholders, the Trust and the Trustee. The Trust Units and the rights, benefits and interests evidenced thereby (including, without limiting the foregoing, the entire Beneficial Interest) are and, for all purposes, shall be construed (except for tax purposes), to be in all respects intangible personal property, and the Trust Units shall be bequeathed, assigned, disposed of and distributed as intangible personal property. No Trust Unitholder as such shall have any title, legal or equitable, in or to any real property interest or tangible personal property interest that may be considered a part of the Trust Estate, including, without limiting the foregoing, the Net Profits Interest or any part thereof, or in or to any asset of the Trust Estate to the extent that an interest in such asset would cause the interest of a Trust Unitholder to be treated as other than an intangible personal property interest, but the sole interest of each Trust Unitholder shall be his ownership in the Beneficial Interest. No Trust Unitholder shall have the right to call for or demand or secure any partition or distribution of the Net Profits Interest or any

other asset of the Trust Estate or any accounting during the continuance of the Trust or during the period of liquidation and winding up under <u>Section 9.03</u>. Pursuant to Section 3803(a) of the Trust Act, the Trust Unitholders shall be entitled, to the fullest extent permitted by law, to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware.

Section 4.03 *Effect of Transfer*. As to matters affecting the title, ownership, warranty or transfer of Trust Units, Article 8 of the Uniform Commercial Code and the Uniform Act for Simplification of Fiduciary Security Transfers, each as adopted and then in force in the State of Delaware, and other statutes and rules pertaining to the transfer of securities, each as is adopted and then in force in the State of Delaware, shall govern and apply. Neither the death nor divorce of any Trust Unitholder or any other event shall entitle the Transferee of any Trust Unitholder to an accounting or valuation for any purpose.

Section 4.04 *Determination of Ownership*. In the event of any disagreement between Persons claiming to be Transferees of any Trust Unit, or in the event of any question on the part of the Trustee when presented with a request for transfer of a Trust Unit, which the Trustee believes is not fully resolved by opinions of counsel or other documents obtained in connection therewith, then, in addition to other rights which it may have under applicable law, the Trustee shall be entitled at its option to refuse to recognize any such claim so long as such disagreement or question shall continue. In so refusing, the Trustee, and any Entity serving in such capacity, may elect to refrain or refuse to act with respect to the interest represented by the Trust Unit involved, or any part thereof, or of any sum or sums of money accrued or accruing thereunder, and, in so doing, the Trustee shall not be or become liable to any Person for the failure or refusal of the Trustee to comply with such conflicting claims or requests for transfer, and shall be entitled to continue so to refrain and refuse so to act, until:

- (a) the rights of the adverse claimants or the questions of the Trustee have been adjudicated by a final nonappealable judgment of a court assuming and having jurisdiction of the parties and the interest and money involved; or
- (b) all differences have been adjusted by valid agreement between said parties and the Trustee shall have been notified thereof in writing signed by all of the interested parties.

Section 4.05 *Transfer Agent*. The Trustee may serve as transfer agent or may designate a transfer agent at any time. The initial transfer agent shall be American Stock Transfer & Trust Company, LLC. The Trustee may dismiss the transfer agent and designate a successor transfer agent at any time with or without reason. Any entity serving as transfer agent shall be entitled to payment of its fees in accordance with the terms of its engagement.

### ARTICLE V ACCOUNTING AND DISTRIBUTIONS; REPORTS

Section 5.01 *Fiscal Year and Accounting Method*. The Trust shall adopt the calendar year as its fiscal year and shall maintain its books on an appropriate basis to comply with <u>Sections 5.03</u> and <u>5.04</u>, except to the extent such books must be maintained on any other basis pursuant to applicable law.

Section 5.02 *Monthly Cash Distributions*. On (or, to the extent reasonably practicable, prior to) the Monthly Record Date, the Trustee shall, in the manner required by the rules of any securities exchange or quotation system on which the Trust Units are listed or admitted to trading, communicate to the Trust Unitholders the amount of the Monthly Cash Distribution for the relevant Monthly Period. On each Monthly Payment Date, the Trustee shall distribute pro rata to Trust Unitholders of record on the Monthly Record Date the Monthly Cash Distribution for the immediately preceding Monthly Period.

Section 5.03 Reports to Trust Unitholders and Others.

- (a) Within 75 days following the end of each calendar quarter, or such shorter period of time as may be required by the rules and regulations of the Commission adopted with respect to the Exchange Act or by the rules of any securities exchange or quotation system on which the Trust Units are listed or admitted to trading, the Trustee shall mail to each Person who was a Trust Unitholder of record on a Monthly Record Date during such quarter a report, which may be a copy of the Trust's Quarterly Report on Form 10-Q under the Exchange Act, which shall show in reasonable detail the assets and liabilities and receipts and disbursements of the Trust for such quarter; *provided*, *however*, the obligation to mail a report to each Trust Unitholder of record shall be deemed to be satisfied if the Trustee files a copy of the Trust's quarterly report on Form 10-Q on the Electronic Data Gathering, Analysis, and Retrieval system (EDGAR) maintained by the Commission or any successor system or otherwise makes such report publicly available on an Internet website that is generally accessible to the public.
- (b) Within 120 days following the end of each fiscal year or such shorter period of time as may be required by the rules and regulations of the Commission adopted with respect to the Exchange Act or by the rules of any securities exchange or quotation system on which the Trust Units are listed or admitted to trading, the Trustee shall mail to each Person who was a Trust Unitholder of record on a date to be selected by the Trustee an annual report, containing financial statements audited by an independent registered public accounting firm selected by the Trustee, plus such annual reserve information regarding the Net Profits Interest as may be required under Section 3.13 by any regulatory authority having jurisdiction.
- (c) Notwithstanding any time limit imposed by <u>Section 5.03(a)</u> or (<u>b</u>), if, due to a delay in receipt by the Trustee of information necessary for preparation of a report or reports required by such paragraphs, the Trustee shall be unable to prepare and mail such report or reports within such time limit, the Trustee shall prepare and mail such report or reports as soon thereafter as reasonably practicable.

Section 5.04 *Federal Income Tax Provisions*. For federal or state income tax purposes, the Trustee shall file for the Trust such returns and statements as in its judgment are required to comply with applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and any applicable state laws and regulations, in either case to permit each Trust Unitholder to report such Trust Unitholder's share of the income and deductions of the Trust. The Trustee will treat all income and deductions of the Trust for each month as having been realized on the Monthly Record Date for such month unless otherwise advised by its counsel. The Trustee will treat the Trust and report with respect to the Trust as a grantor trust until and unless it receives an opinion of tax counsel that such reporting is no longer proper.

Within 75 days following the end of each fiscal year, the Trustee shall mail to each Person who was a Trust Unitholder of record on a Monthly Record Date during such fiscal year, a report which shall show in reasonable detail such information as is necessary to permit such Trust Unitholder to make calculations necessary for tax purposes.

Section 5.05 *Information and Services*. Enduro shall provide the Trust and Trustee on a timely basis with (a) all information and services as are reasonably necessary to fulfill the purposes of the Trust as set forth in this Agreement, including such accounting, bookkeeping and informational services as may be necessary for the preparation of reports the Trust is or may be required to prepare and/or file in accordance with applicable tax and securities laws, exchange listing rules and other requirements, including reserve reports and tax returns, that the Trustee may reasonably request during the term of this Agreement; (b) information and services of a similar character and scope to those described in the foregoing clause (a) that the Trust or Trustee may reasonably request for any other purpose reasonably related to the Trust; and (c) information and services that may be required to satisfy the Trust's obligations under the Registration Rights Agreement (all of the foregoing information and services, the "*Services*"). As a component of the Services, Enduro shall, upon request of the Trust or Trustee at any time, certify to the Trust or Trustee any information provided or necessary to make or confirm calculations, computations or determinations that may be necessary from time to time in order to fulfill the purposes of the Trust.

#### ARTICLE VI LIABILITY OF DELAWARE TRUSTEE AND TRUSTEE AND METHOD OF SUCCESSION

Section 6.01 Liability of Delaware Trustee, Trustee and Agents.

(a) Notwithstanding any other provision of this Agreement, each of the Delaware Trustee and the Trustee, in carrying out its powers and performing its duties, may act directly or in its discretion, at the expense of the Trust, through Agents (including attorneys) pursuant to agreements entered into with any of them, and each Entity serving as Delaware Trustee or Trustee shall be personally or individually liable only for (i) its own fraud, gross negligence or willful misconduct and (ii) taxes, fees or other charges on, based on or measured by any fees, commissions or compensation received by it in connection with any of the transactions contemplated by this Agreement, and shall not otherwise be individually or personally liable under any circumstances whatsoever, including but not limited to any act or omission of any Agent unless such Entity has acted with fraud, gross negligence or willful misconduct in the selection, retention or supervision of such Agent. Notwithstanding any other provision of this Agreement, each Agent of the Delaware Trustee and the Trustee (including Enduro and any of the Affiliates when acting as Agents), in carrying out its powers and performing its duties, may act directly or in its discretion, at the expense of the Trust, through agents or attorneys engaged by such Agent, and shall not otherwise be individually or personally liable for any act or omission unless such Agent has acted with fraud, gross negligence or willful misconduct. Neither the Trustee nor the Delaware Trustee shall have any liability to any Persons other than the Trust Unitholders in accordance with Section 3803 of the Trust Act and, for the avoidance of any doubt, shall not have any liability hereunder to the Trust Unitholders absent its own fraud or gross negligence or willful misconduct. No Entity serving as Trustee or Delaware Trustee shall

be individually liable by reason of any act or omission of any other Entity serving as Trustee or Delaware Trustee.

(b) Each of the Delaware Trustee and the Trustee, and each Entity serving in any such fiduciary capacity or as an Agent of the Delaware Trustee or the Trustee (including Enduro and any of its Affiliates when acting as Agents), shall be protected in relying or reasonably acting upon any notice, certificate, opinion or advice of counsel or tax advisors, report of certified accountant, petroleum engineer, geologist, auditor or other expert, or other parties the Trustee believes to be an expert on matters for which advice is sought, or any other document or instrument. Each of the Delaware Trustee and the Trustee, and each Entity serving in any such fiduciary capacity or as an Agent of the Delaware Trustee or the Trustee (including Enduro and any of its Affiliates when acting as Agents), is specifically authorized to rely upon the application of Article 8 of the Uniform Commercial Code, the application of the Uniform Act for Simplification of Fiduciary Security Transfers and the application of other statutes and rules with respect to the transfer of securities, each as adopted and then in force in the State of Delaware, as to all matters affecting title, ownership, warranty or transfer of the Trust Units, without any personal liability for such reliance, and the indemnity granted under Section 6.02 shall specifically extend to any matters arising as a result thereof. Further, and without limiting the foregoing, each of the Delaware Trustee, the Trustee and each Entity serving in either such capacity is specifically authorized and directed to rely upon the validity of the Conveyance and the title held by the Trust in the Net Profits Interest pursuant thereto, and is further specifically authorized and directed to rely upon opinions of counsel in the States of Texas, Louisiana and New Mexico where the Underlying Properties are located, and on any notice, certificate or other statement of Enduro or information furnished by Enduro without any liability in any capacity for such reliance.

Section 6.02 Indemnification of Trustee or Delaware Trustee.

(a) Each Entity serving as the Trustee or the Delaware Trustee, individually and as Trustee, as well as each of their respective Agents (including Enduro and any of its Affiliates when acting as Agents) and equityholders, shall be indemnified and held harmless by, and receive reimbursement from, the Trust Estate against and from any and all liabilities, obligations, actions, suits, costs, expenses, claims, damages, losses, penalties, taxes, fees and other charges (collectively, "Expenses," excluding, however, any taxes and fees payable by the Trustee and the Delaware Trustee on, based on or measured by any fees, commissions or compensation received by the Trustee and the Delaware Trustee for their services hereunder) incurred by it individually in the administration of the Trust and the Trust Estate or any part or parts thereof, or in the doing of any act done or performed or omission occurring on account of its being Trustee or Delaware Trustee, as applicable, except such Expenses as to which it is liable under Section 6.01 (it being understood that each Entity serving as the Trustee or the Delaware Trustee (and their respective Agents (including Enduro and any of its Affiliates when acting as Agents) and equityholders) shall be indemnified by, and receive reimbursement from, the Trust Estate against such Entity's own negligence which does not constitute gross negligence). Each Entity serving as the Trustee or the Delaware Trustee shall have a lien upon the Trust Estate for payment of such indemnification and reimbursement (including, without limitation, repayment of any funds borrowed from any Entity serving as a fiduciary hereunder), as well as for compensation to be paid to such Entity, in each case entitling such Entity to priority as to payment thereof over

payment to any other Person under this Agreement. Neither the Trustee, the Delaware Trustee nor any Entity serving in either of such capacities, nor any Agent thereof shall be entitled to any reimbursement or indemnification from any Trust Unitholder for any Expense incurred by the Delaware Trustee or the Trustee or any such Entity or Agent thereof, their right of reimbursement and indemnification, if any, except as provided in Section 6.02(b), being limited solely to the Trust Estate, whether or not the Trust Estate is exhausted without full reimbursement or indemnification of the Trustee, the Delaware Trustee or any such Entity or Agent thereof. All legal or other expenses reasonably incurred by the Trustee or the Delaware Trustee in connection with the investigation or defense of any Expenses as to which such Entity is entitled to indemnity under this Section 6.02(a) shall be paid out of the Trust Estate.

(b) If the Trust Estate is exhausted without the Trustee, the Delaware Trustee or any Agent or equityholder thereof being fully reimbursed as provided in Section 6.02(a) above, Enduro shall fulfill the remaining indemnity obligation to the Trustee and the Delaware Trustee.

(c) If any action or proceeding shall be brought or asserted against the Trustee or the Delaware Trustee or any Agent or equityholder thereof (each referred to as an "Indemnified Party" and, collectively, the "Indemnified Parties") in respect of which indemnity may be sought from Enduro (the "Indemnifying Party") pursuant to Section 6.02(b) hereof, of which the Indemnified Party shall have received notice, the Indemnified Party shall promptly notify the Indemnifying Party in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all expenses. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) the Indemnifying Party shall have failed to assume the defense of such action or proceeding and employ counsel reasonably satisfactory (including the qualifications of such counsel) to the Indemnified Party in respect of any such action or proceeding or (iii) the named parties to any such action or proceeding include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party (in which case, if the Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such action or proceeding on behalf of the Indemnified Party and the Indemnified Party may employ such counsel for the defense of such action or proceeding as is reasonably satisfactory to the Indemnifying Party; it being understood, however, that the Indemnifying Party shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys for the Indemnified Parties at any time). The Indemnifying Party shall not be liable for any settlement of any such action or proceeding effected without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed), but, if settled with such written consent, or if there be a final judgment for the plaintiff in any such action or proceeding, the Indemnifying Party agrees (to the extent stated above) to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

- (d) Any claim for indemnification pursuant to this <u>Section 6.02</u> shall survive the termination of this Agreement and the resignation or removal of any Indemnified Party.
- (e) Except as expressly set forth in this Agreement, none of the Trustee, the Delaware Trustee or any other Indemnified Party shall have any duties or liabilities, including fiduciary duties, to the Trust or any Trust Unitholder, and the provisions of this Agreement, to the extent they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the Trustee, the Delaware Trustee or any other Indemnified Party otherwise existing at law or in equity, are agreed by the Trust Unitholders to replace such other duties and liabilities of the Trustee, the Delaware Trustee or any other Indemnified Party. To the extent that, at law or in equity, any of the Trustee, the Delaware Trustee or any other Indemnified Party has duties, including fiduciary duties, and liabilities relating thereto to the Trust or any Trust Unitholder, such Trustee, Delaware Trustee or other Indemnified Party shall not be liable to the Trust or to any Trust Unitholder for its good faith reliance on the provisions of this Agreement. For the avoidance of doubt, to the fullest extent permitted by law, no Person other than the Trustee and the Delaware Trustee shall have any duties (including fiduciary duties) or liabilities at law or in equity to the Trust, any Trust Unitholder or any other Person.

Section 6.03 *Resignation of Delaware Trustee and Trustee*. Any Entity serving as the Delaware Trustee or the Trustee may resign, as such, with or without cause, at any time by written notice to Enduro and to any other Entity serving as the Delaware Trustee or the Trustee. Upon receiving the notice of resignation from the Delaware Trustee or the Trustee, as applicable, the resigning Delaware Trustee or the Trustee, as the case may be, shall provide notice to each of the then Trust Unitholders of record in accordance with <u>Section 12.09</u>. Such notice shall specify a date when such resignation shall take effect, which shall be a Business Day not less than 60 days after the date such notice is mailed; *provided*, *however*, that in no event shall any resignation of the Trustee be effective until a successor Trustee has accepted its appointment as Trustee (including a temporary trustee appointed pursuant to <u>Section 6.05</u>) pursuant to the terms hereof; and *provided*, *further*, that in no event shall any resignation of the Delaware Trustee be effective until a successor Delaware Trustee has accepted its appointment as Delaware Trustee pursuant to the terms hereof.

Section 6.04 *Removal of Delaware Trustee and Trustee*. Each Entity serving as the Delaware Trustee or the Trustee may be removed as trustee hereunder, with or without cause, by the affirmative vote of not less than a majority of the Trust Units present in person or by proxy at a meeting held in accordance with the requirements of <u>Article VIII</u>; *provided*, *however*, that any removal of the Delaware Trustee shall be effective only at such time as a successor Delaware Trustee, fulfilling the requirements of Section 3807(a) of the Trust Act, has been appointed and has accepted such appointment; and *provided*, *further*, that any removal of the Trustee shall be effective only at such time as a successor Trustee has been appointed and has accepted such appointment in accordance with <u>Section 6.05</u>. The Trust Unitholders present or represented at any such meeting where a trustee is removed may elect, in accordance with the requirements of <u>Article VIII</u>, a successor trustee at such meeting, who may accept such appointment effective as of the close of such meeting.

Section 6.05 *Appointment of Successor Delaware Trustee or Trustee*. In the event of the resignation or removal of the Entity serving as the Delaware Trustee or the Trustee or if any

such Entity has given notice of its intention to resign as the Delaware Trustee or the Trustee, (i) with respect to the Delaware Trustee, the Trustee, the Trustee, the Trustee, at a meeting held in accordance with the requirements of Article VIII may appoint a successor trustee. Nominees for appointment may be made by (i) Enduro, (ii) the resigned, resigning or removed trustee or (iii) any Trust Unitholder or Trust Unitholders owning of record at least 10% of the then outstanding Trust Units. Any successor to the Trustee shall be a bank or trust company having combined capital, surplus and undivided profits of at least \$100,000,000. Any successor to the Delaware Trustee shall be a bank or trust company having its principal place of business in the State of Delaware and having combined capital, surplus and undivided profits of at least \$20,000,000. Notwithstanding any provision herein to the contrary, in the event that a new trustee has not been approved within 60 days after a notice of resignation, a vote of Trust Unitholders removing a Trustee or other occurrence of a vacancy, a successor trustee may be appointed by any State or Federal District Court having jurisdiction in New Castle County, Delaware, upon the application of any Trust Unitholder, Enduro or the Entity tendering its resignation or being removed as trustee filed with such court, and in the event any such application is filed, such court may appoint a temporary trustee at any time after such application is filed, which shall, pending the final appointment of a trustee, have such powers and duties as the court appointing such temporary trustee shall provide in its order of appointment, consistent with the provisions of this Agreement. Any such temporary trustee need not meet the minimum standards of capital, surplus and undivided profits otherwise required of a successor trustee under this Section 6.05. Nothing herein shall prevent the same Entity from serving as both the Delaware Trustee and the Trustee if it meets the qualifications thereof.

Immediately upon the appointment of any successor trustee, all rights, titles, duties, powers and authority of the predecessor trustee hereunder (except to the predecessor trustee's rights to amounts payable under <a href="Article VII">Article VII</a> or <a href="Section 6.02">Section 6.02</a> accruing through the appointment of such successor trustee) shall be vested in and undertaken by the successor trustee, which shall be entitled to receive from the predecessor trustee all of the Trust Estate held by it hereunder and all records and files of the predecessor trustee in connection therewith. Any resigning or removed trustee shall account to its successor for its administration of the Trust. All successor trustees shall be fully protected in relying upon such accounting and no successor trustee shall be obligated to examine or seek alteration of any account of any preceding trustee, nor shall any successor trustee be personally liable for failing to do so or for any act or omission of any preceding trustee. The preceding sentence shall not prevent any successor trustee or anyone else from taking any action otherwise permissible in connection with any such account.

Section 6.06 *Laws of Other Jurisdictions*. If notwithstanding the other provisions of this Agreement (including, without limitation, Section 12.07) the laws of jurisdictions other than the State of Delaware (each being referred to below as "such jurisdiction") apply to the administration of the Trust or the Trust Estate under this Agreement, the following provisions shall apply. If it is necessary or advisable for a trustee to serve in such jurisdiction and if the Trustee is disqualified from serving in such jurisdiction or for any other reason fails or ceases to serve there, the ancillary trustee in such jurisdiction shall be such Entity, which need not meet the requirements set forth in the third sentence of Section 6.05, as shall be designated in writing by Enduro and the Trustee. To the extent permitted under the laws of such jurisdiction, Enduro and the Trustee may remove the trustee in such jurisdiction, without cause and without necessity

of court proceeding, and may or may not appoint a successor trustee in such jurisdiction from time to time. The trustee serving in such jurisdiction shall, to the extent not prohibited under the laws of such jurisdiction, appoint the Trustee to handle the details of administration in such jurisdiction. The trustee in such jurisdiction shall have all rights, powers, discretions, responsibilities and duties as are delegated in writing by the Trustee, subject to such limitations and directions as shall be specified by the Trustee in the instrument evidencing such appointment. Any trustee in such jurisdiction shall be responsible to the Trustee for all assets with respect to which such trustee is empowered to act. To the extent the provisions of this Agreement and Delaware law cannot be made applicable to the administration in such jurisdiction, the rights, powers, duties and liabilities of the trustee in such jurisdiction shall be the same (or as near the same as permitted under the laws of such jurisdiction if applicable) as if governed by Delaware law. In all events, the administration in such jurisdiction shall be as free and independent of court control and supervision as permitted under the laws of such jurisdiction. The fees and expenses of any ancillary trustee shall constitute an administrative expense of the Trust payable from the Trust Estate. Whenever the term "Trustee" is applied in this Agreement to the administration in such jurisdiction, it shall refer only to the trustee then serving in such jurisdiction.

Section 6.07 *Reliance on Experts*. The Trustee and the Delaware Trustee may, but shall not be required to, consult with counsel (which may but need not be counsel to Enduro), accountants, tax advisors, geologists, engineers and other parties (including employees of the Trustee or Delaware Trustee, as applicable) deemed by the Trustee or the Delaware Trustee to be qualified as experts on the matters submitted to them, and, subject to Section 6.01, but notwithstanding any other provision of this Agreement, the opinion or advice of any such party on any matter submitted to it by the Trustee or the Delaware Trustee shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Trustee or the Delaware Trustee hereunder in good faith in reliance upon and in accordance with the opinion or advice of any such party. The Trustee is hereby authorized and directed to make payments of all reasonable fees for services and expenses thus incurred by the Trustee or the Delaware Trustee out of the Trust Estate. Neither the Delaware Trustee nor the Trustee shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee and the Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner or ascertainment of which is not specifically prescribed herein, the Delaware Trustee and the Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or any assistant treasurer and by the secretary or any assistant secretary of the relevant party (includ

Section 6.08 *Force Majeure*. The Trustee and the Delaware Trustee shall not incur any liability to any Trust Unitholder if, by reason of any current or future law or regulation thereunder of the federal government or any other governmental authority, or by reason of any

act of God, war or other circumstance beyond its control (whether or not similar to any of the foregoing), the Trustee or the Delaware Trustee is prevented or forbidden from doing or performing any act or thing required by the terms hereof to be done or performed; nor shall the Trustee or the Delaware Trustee incur any liability to any Trust Unitholder by reason of any nonperformance or delay caused as aforesaid in the performance of any act or thing required by the terms hereof to be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for herein caused as aforesaid.

Section 6.09 *Failure of Action by Enduro*. In the event that Enduro shall fail or is unable to take any action as required under any provision of the Transaction Documents, the Trustee is empowered (but shall not be required) to take such action.

Section 6.10 *Action Upon Instructions*. Whenever the Delaware Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Agreement, or is unsure as to the application, intent, interpretation or meaning of any provision of this Agreement, the Delaware Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Trustee requesting instruction as to the course of action to be adopted, and, to the extent the Delaware Trustee acts in good faith in accordance with any such instruction received, the Delaware Trustee shall not be liable on account of such action to any Person. If the Delaware Trustee shall not have received appropriate instructions within ten calendar days of sending such notice to the Trustee (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action which is consistent, in its view, with this Agreement, and the Delaware Trustee shall have no liability to any Person for any such action or inaction.

Section 6.11 *Management of Trust Estate*. The Delaware Trustee shall have no duty or obligation to manage, control, prepare, file or maintain any report, license or registration, use, sell, dispose of or otherwise deal with the Trust Estate, or otherwise to take or refrain from taking any action under or in connection with this Agreement, or any other document or instrument, except as expressly required hereby.

Section 6.12 *Validity*. The Delaware Trustee shall not be responsible for or in respect of and makes no representations as to the validity or sufficiency of any provision of this Agreement or for the due execution hereof by the other parties hereto or for the form, character, genuineness, sufficiency, value or validity of any of the Trust Estate, and the Delaware Trustee shall in no event assume or incur any liability, duty or obligation to Enduro, the Trustee or any Trust Unitholder, other than as expressly provided for herein. Neither the Trustee nor the Delaware Trustee shall at any time have any responsibility or liability for or with respect to the legality, validity and enforceability of any of the Trust Units.

Section 6.13 *Rights and Powers; Litigation.* The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement, or to institute, conduct or defend any litigation or arbitration under this Agreement or otherwise or in relation to this Agreement, at the request, order or direction of the Trustee, any Trust Unitholder or Enduro unless the Trustee, Trust Unitholder or Enduro, as the case may be, has or have offered to the Delaware Trustee security or indemnity reasonably satisfactory to it against the costs, expenses

and liabilities that may be incurred by the Delaware Trustee therein or thereby. The Delaware Trustee shall be under no obligation to appear in, prosecute or defend any action, or to take any other action other than the giving of notices, which in its opinion may require it to incur any out-of-pocket expense or any liability unless it shall be furnished with such security and indemnity against such expense or liability as it may reasonably require. The right of the Delaware Trustee to perform any discretionary act enumerated in this Agreement shall not be construed as a duty, and the Delaware Trustee shall not be personally liable or accountable for the performance of any such act except as specifically provided in <u>Section 6.01</u>.

Section 6.14 *No Duty to Act Under Certain Circumstances*. Notwithstanding anything contained herein to the contrary, the Delaware Trustee will not be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action would (i) require the consent of approval or authorization or order of or the giving of notice to, or the registration with or taking of any action in respect of, any state or other governmental authority or agency of any jurisdiction other than in the State of Delaware, (ii) result in any fee, tax or governmental charge under the laws of any jurisdiction or any political subdivisions thereof other than the State of Delaware becoming payable by the Delaware Trustee or (iii) subject the Delaware Trustee to personal jurisdiction in any jurisdiction other than the State of Delaware for causes of action arising from acts unrelated to the consummation of the transactions by the Delaware Trustee contemplated hereby.

Section 6.15 *Indemnification of Trust*. Enduro agrees to indemnify and hold harmless the Trust from and against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and attorney's fees and expenses, (i) incurred under Section 10 of the Underwriting Agreement and (ii) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus (as defined in the Underwriting Agreement), any Issuer Free Writing Prospectus (as defined in the Underwriting Agreement) or in any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the Preliminary Prospectus, the Pricing Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus or in any amendment or supplement thereto, in the light of the circumstances under which they were made) not misleading.

### ARTICLE VII COMPENSATION OF THE TRUSTEE AND THE DELAWARE TRUSTEE

Section 7.01 *Compensation of Trustee and Delaware Trustee*. The Entity serving as the Trustee hereunder shall receive an annual fee of \$200,000 as compensation for its services as the Trustee hereunder. The Entity serving as the Delaware Trustee hereunder shall receive an annual fee of \$2,000 as compensation for its services as the Delaware Trustee hereunder. Entities serving as the Trustee or the Delaware Trustee hereunder shall be reimbursed for all actual expenditures made in connection with administration of the Trust, including those made on account of any unusual duties in connection with matters pertaining to the Trust and the reasonable compensation and expenses of their counsel, accountants or other skilled persons and of all other persons not regularly in their employ. Any unusual or extraordinary services

rendered by the Entity serving as Trustee or by the Entity serving as Delaware Trustee in connection with the administration of the Trust shall be treated as trustee administrative services for purpose of computing the respective administrative fee to be paid to each Entity serving as trustee hereunder.

Section 7.02 *Reimbursement of Enduro*. Enduro shall be entitled to reimbursement from the Trust for all out-of-pocket costs and expenses paid by Enduro, acting in its capacity as Agent of the Trust (including without limitation legal, accounting, engineering and printing costs), but excluding those costs and expenses specified in <u>Section 3.12(d)</u> and in <u>Section 6.02(b)</u> as costs and expenses to be paid by Enduro, promptly upon submission of written evidence thereof to the Trustee.

Section 7.03 *Source of Funds*. Except as provided in <u>Section 3.12(d)</u> and <u>Section 6.02(b)</u>, all compensation, reimbursements, and other charges owing to any Entity as a result of its services as a trustee hereunder shall constitute indebtedness hereunder, shall be payable by the Trust out of the Trust Estate and such Entity shall have a lien on the Trust Estate for payment of such compensation, reimbursements and other charges, entitling such Entity to priority as to payment thereof over payment to any other Person under this Agreement.

Section 7.04 Ownership of Units by Enduro, the Delaware Trustee and the Trustee. Each of the Delaware Trustee and the Trustee, in its individual or other capacity, may become the owner or pledgee of Trust Units with the same rights it would have if it were not a trustee hereunder. Enduro is an owner of Trust Units, and each of Enduro and its Affiliates may become the owner of additional Trust Units, with the same rights and entitled to the same benefits as any other Trust Unitholder.

### ARTICLE VIII MEETINGS OF TRUST UNITHOLDERS

Section 8.01 *Purpose of Meetings*. A meeting of the Trust Unitholders may be called at any time and from time to time pursuant to the provisions of this <u>Article VIII</u> to transact any matter that the Trust Unitholders may be authorized to transact.

Section 8.02 *Call and Notice of Meetings*. Any such meeting of the Trust Unitholders may be called by the Trustee or by Trust Unitholders owning of record not less than 10% in number of the then outstanding Trust Units. The Trustee may, but shall not be obligated to, call meetings of Trust Unitholders to consider amendments, waivers, consents and other changes relating to the Transaction Documents to which the Trust (or the Trustee as trustee of the Trust) is a party. In addition, at the written request of the Delaware Trustee, unless the Trustee appoints a successor Delaware Trustee in accordance with Section 6.05, the Trustee shall call such a meeting but only for the purpose of appointing a successor to the Delaware Trustee upon its resignation. All such meetings shall be held at such time and at such place as the notice of any such meeting may designate. Except as may otherwise be required by any applicable law or by the rules of any securities exchange or quotation system on which the Trust Units may be listed or admitted to trading, the Trustee shall provide notice of every meeting of the Trust Unitholders authorized by the Trustee or the Trust Unitholders calling the meeting, setting forth the time and place of the meeting and in general terms the matters proposed to be acted upon at such meeting,

which notice shall be given in accordance with <u>Section 12.09</u> of this Agreement not more than 60 nor less than 20 days before such meeting is to be held to all of the Trust Unitholders of record at the close of business on a record date selected by the Trustee (the "*Record Date Trust Unitholders*"), which shall be not more than 60 days before the date of such notice. If such notice is given to any Trust Unitholder by mail, it shall be directed to such Trust Unitholder at its last address as shown by the ownership ledger of the Trustee and shall be deemed duly given when so addressed and deposited in the United States mail, postage paid. No matter other than that stated in the notice shall be acted upon at any meeting. Only Record Date Trust Unitholders shall be entitled to notice of and to exercise rights at or in connection with the meeting. All costs associated with calling any meeting of the Trust Unitholders shall be borne by the Trust other than a meeting of the Trust Unitholders called by Trust Unitholders owning of record not less than 10% in number of the then outstanding Trust Units, which costs shall be borne by the Trust Unitholders that called such meeting of Trust Unitholders.

Section 8.03 *Method of Voting and Vote Required*. Each Record Date Trust Unitholder shall be entitled to one vote for each Trust Unit owned by such Record Date Trust Unitholder, and any Record Date Trust Unitholder may vote in person or by duly executed written proxy. Abstentions and broker non-votes shall not be deemed to be a vote cast. At any such meeting, the presence in person or by proxy of Record Date Trust Unitholders holding a majority of the Trust Units held by all Record Date Trust Unitholders shall constitute a quorum, and, except as otherwise provided herein, any matter shall be deemed to have been approved by the Trust Unitholders (including, but not limited to, appointment of a successor trustee) if it is approved by the affirmative vote of Record Date Trust Unitholders holding a majority of the Trust Units present in person or by proxy at a meeting where there is a quorum present.

Section 8.04 *Conduct of Meetings*. The Trustee may make such reasonable regulations consistent with the provisions hereof as it may deem advisable for any meeting of the Trust Unitholders, for the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, the preparation and use at the meeting of a list authenticated by or on behalf of the Trustee of the Trust Unitholders entitled to vote at the meeting and such other matters concerning the conduct of the meeting as it shall deem advisable.

# ARTICLE IX DURATION, REVOCATION AND TERMINATION OF TRUST

Section 9.01 *Revocation*. Subject to the last sentence of this <u>Section 9.01</u>, the Trust is and shall be irrevocable, and Enduro, as trustor, after the Closing, retains no power to alter, amend (except as provided otherwise in this <u>Article IX</u> and in <u>Section 10.02</u> hereof), revoke or terminate the Trust. The Trust shall be terminable only as provided in <u>Section 9.02</u>, and shall continue until so terminated.

Section 9.02 *Termination*. The Trust shall dissolve and commence winding-up its business and affairs upon the first to occur of the following events or times:

- (a) the disposition of all of the Net Profits Interest and any assets (other than cash), tangible or intangible, including accounts receivable and claims or rights to payment, constituting the Trust Estate in accordance with <u>Section 3.02</u>;
- (b) the action by Trust Unitholders of record holding at least 75% of the then outstanding Trust Units at a meeting held in accordance with the requirements of <a href="Article VIII">Article VIII</a> to terminate the Trust;
  - (c) annual cash proceeds received by the Trust attributable to the Net Profits Interest are less than \$2.0 million for each of any two consecutive years; and
  - (d) the entry of a decree of judicial dissolution of the Trust.

Section 9.03 *Disposition and Distribution of Assets and Properties*. Notwithstanding the dissolution of the Trust pursuant to Section 9.02, the Trustee and the Delaware Trustee shall continue to act as trustees of the Trust Estate and as such shall exercise the powers granted under this Agreement until their duties have been fully performed and the Trust Estate finally distributed so that the affairs of the Trust may be liquidated and wound up. Upon the dissolution of the Trust, the Trustee shall sell for cash in one or more sales all the properties other than cash then constituting the Trust Estate. The net proceeds from any sale of the Net Profits Interest made as provided in Section 3.02 or the properties other than cash then constituting the Trust Estate shall be treated as cash receipts of the Trust during the Monthly Period in which the net proceeds are received; *provided* that the Trustee shall first pay, satisfy and discharge all liabilities of the Trust, or if necessary, set up cash reserves in such amounts as the Trustee in its discretion deems appropriate for contingent liabilities in accordance with Section 3808 of the Trust Act. The Trustee shall not be required to obtain approval of the Trust Unitholders prior to performing any of its duties pursuant to this Section 9.03. Notwithstanding anything herein to the contrary, in no event may the Trustee distribute the Net Profits Interest to the Trust Unitholders. Upon completion of the dissolution and winding up of the Trust in accordance with Section 9.02 and Section 9.03 hereof and Section 3808 of the Trust Act, the Trustee shall direct the Delaware Trustee to file, and Delaware Trustee shall file or cause to be filed at the expense of Enduro, a certificate of cancellation of the Trust's Certificate of Trust in accordance with Section 2.01 and Section 3811 of the Trust Act. Upon the filing of such certificate of cancellation, neither of the Trustees nor the Entities serving in such capacity shall have any further duty or obligation hereunder, and n

Section 9.04 Reorganization or Business Combination.

(a) The Trust may merge or consolidate with or convert into one or more limited partnerships, general partnerships, corporations, statutory trusts, common law trusts, limited liability companies, associations, or unincorporated businesses in accordance with the Trust Act if such transaction (i) except in the case of the Merger, is agreed to by the Trustee and by the affirmative vote of holders of a majority of the Trust Units present in person or by proxy at a meeting where a quorum is present, and (ii) is permitted under the Trust Act and any other applicable law. The Merger is hereby authorized and approved, and the Trust and the Trustee, on behalf of the Trust, acting alone is hereby authorized to execute and deliver the Agreement

and Plan of Merger, to consummate the Merger and to execute and file a certificate of merger with the Delaware Secretary of State and the Texas Secretary of State without the need for any further action or approval by any Person. The Trustee shall give prompt notice of such reorganization or business combination to the Delaware Trustee. Pursuant to and in accordance with the provisions of Section 3815(f) of the Trust Act, and notwithstanding anything else herein, an agreement of merger or consolidation approved in accordance with this Section 9.04 and Section 3815(a) of the Trust Act may effect any amendment to this Agreement or effect the adoption of a new trust agreement if it is the surviving or resulting trust in the merger or consolidation.

- (b) Upon the effective date of a certificate of merger duly filed in accordance with the Trust Act, the following shall be deemed to occur, in addition to such effects as may be specified under the Trust Act as then in effect:
  - (i) all of the rights, privileges and powers of each of the business entities that have merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities shall be vested in the surviving business entity and, after the merger or consolidation, shall be the property of the surviving business entity to the extent they were part of each constituent business entity;
  - (ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and shall not be in any way impaired because of the merger or consolidation;
    - (iii) all rights of creditors and all liens on or security interest in property of any of those constituent business entities shall be preserved unimpaired;
  - (iv) all debts, liabilities and duties of those constituent business entities shall attach to the surviving or resulting business entity, and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contacted by it; and
    - (v) if the Trust is the surviving or resulting entity, the certificate of trust of the Trust may be amended as set forth in the certificate of merger.
- (c) A merger or consolidation effected pursuant to this <u>Section 9.04</u> shall not be deemed to result in a transfer or assignment of assets or liabilities from one entity to another having occurred.

### ARTICLE X AMENDMENTS

Section 10.01 Prohibited Amendments. After the Closing, no amendment may be made to any provision of this Agreement that would:

(a) increase the power of the Delaware Trustee or the Trustee to engage in business or investment activities;

- (b) alter the rights of the Trust Unitholders vis-a-vis each other; or
- (c) unless consented to in writing by Enduro, have the effect of amending Sections 3.02, 6.02, 7.02, 9.02, 9.03, 10.01 or 10.02 hereof.

Section 10.02 *Permitted Amendments*. Subject to <u>Section 10.01</u>, the Trustee and the Delaware Trustee may amend the Transaction Documents to which the Trust (or the Trustee as trustee of the Trust) is a party as follows:

- (a) The Delaware Trustee and the Trustee may, jointly, from time to time supplement or amend this Agreement, and the Trustee on behalf of the Trust may from time to time supplement or amend the other Transaction Documents to which the Trust (or the Trustee as trustee of the Trust) is a party, without the approval of Trust Unitholders in order to cure any ambiguity, to correct or supplement any provision contained herein or therein which may be defective or inconsistent with any other provisions herein or therein, to grant any benefit to all of the Trust Unitholders, to comply with changes in applicable law or to change the name of the Trust; *provided* that such supplement or amendment does not materially adversely affect the interests of the Trust Unitholders; and *provided*, *further*, that any amendment to this Agreement made to change the name of the Trust in accordance with Section 12.05 or otherwise shall be conclusively deemed not to materially affect adversely the interests of the Trust Unitholders or result in a material variance of the investment of the Trust or the Trust Unitholders. Additionally, the Trustee may, from time to time, supplement or amend the Transaction Documents without the approval of the Trust Unitholders; *provided* that such supplement or amendment would not materially increase the costs or expenses of the Trust or adversely affect the economic interest of the Trust Unitholders; and *provided*, *further*, that the Trustee shall not modify or amend the Conveyance if such modification or amendment would change the character of the Net Profits Interest in such a way that the Net Profits Interest becomes a working interest or that the trust would fail to continue to qualify as a grantor trust for U.S. federal income tax purposes. The Trustee and the Delaware Trustee are entitled to, and may rely upon, a written opinion of counsel or certification of Enduro as conclusive evidence that any amendment or supplement pursuant to the immediately preceding sentences is authorized and permitte
- (b) All other permitted amendments to the provisions of this Agreement may be made only by the affirmative vote of the Trust Unitholders of record holding at least 75% of the then outstanding Trust Units at a meeting held in accordance with the requirements of <u>Article VIII</u>.
- (c) No amendment that increases the obligations, duties or liabilities or affects the rights of the Delaware Trustee, the Trustee or any Entity serving in any such capacity shall be effective without the express written approval of such trustee or Entity.

### ARTICLE XI ARBITRATION

THE TRUST UNITHOLDERS, TRUSTEE AND ENDURO AGREE THAT, EXCEPT AS PROVIDED IN PARAGRAPH (I) OF THIS ARTICLE XI, ANY DISPUTE,

CONTROVERSY OR CLAIM THAT MAY ARISE BETWEEN OR AMONG ENDURO (ON THE ONE HAND) AND THE TRUST OR THE TRUSTEE (ON THE OTHER HAND) IN CONNECTION WITH OR OTHERWISE RELATING TO THE TRANSACTION DOCUMENTS TO WHICH THE TRUST (OR THE TRUSTEE AS TRUSTEE OF THE TRUST) IS A PARTY, OR THE APPLICATION, IMPLEMENTATION, VALIDITY OR BREACH OF THE TRANSACTION DOCUMENTS TO WHICH THE TRUST (OR THE TRUSTEE AS TRUSTEE OF THE TRUST) IS A PARTY OR ANY PROVISION OF THE TRANSACTION DOCUMENTS TO WHICH THE TRUST (OR THE TRUSTEE AS TRUSTEE OF THE TRUST) IS A PARTY (INCLUDING. WITHOUT LIMITATION, CLAIMS BASED ON CONTRACT, TORT OR STATUTE), SHALL BE FINALLY, CONCLUSIVELY AND EXCLUSIVELY SETTLED BY BINDING ARBITRATION IN FORT WORTH, TEXAS IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES (THE "RULES") OF THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO ("AAA") THEN IN EFFECT. THE TRUST UNITHOLDERS, THE TRUSTEE (FOR ITSELF AND ON BEHALF OF THE TRUST) AND ENDURO HEREBY EXPRESSLY WAIVE THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TRIAL BY JURY, WITH RESPECT TO ANY MATTER SUBJECT TO ARBITRATION PURSUANT TO THIS ARTICLE XI. THE TRUST UNITHOLDERS, TRUSTEE OR ENDURO MAY BRING AN ACTION, INCLUDING, WITHOUT LIMITATION, A SUMMARY OR EXPEDITED PROCEEDING, IN ANY COURT HAVING JURISDICTION, TO COMPEL ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM TO WHICH THIS ARTICLE XI APPLIES. EXCEPT WITH RESPECT TO THE FOLLOWING PROVISIONS (THE "SPECIAL PROVISIONS") WHICH SHALL APPLY WITH RESPECT TO ANY ARBITRATION PURSUANT TO THIS ARTICLE XI, THE INITIATION AND CONDUCT OF ARBITRATION SHALL BE AS SET FORTH IN THE RULES, WHICH RULES ARE INCORPORATED IN THIS AGREEMENT BY REFERENCE WITH THE SAME EFFECT AS IF THEY WERE SET FORTH IN THIS AGREEMENT.

- (a) In the event of any inconsistency between the Rules and the Special Provisions, the Special Provisions shall control. References in the Rules to a sole arbitrator shall be deemed to refer to the tribunal of arbitrators provided for under subparagraph (c) below in this <u>Article XI</u>.
  - (b) The arbitration shall be administered by AAA.
- (c) The arbitration shall be conducted by a tribunal of three arbitrators. Within ten days after arbitration is initiated pursuant to the Rules, the initiating party or parties (the "*Claimant*") shall send written notice to the other party or parties (the "*Respondent*"), with a copy to the Fort Worth, Texas office of AAA, designating the first arbitrator (who shall not be a representative or agent of any party but may or may not be an AAA panel member and, in any case, shall be reasonably believed by the Claimant to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such person to competently perform arbitral duties). Within ten days after receipt of such notice, the Respondent shall send written notice to the Claimant, with a copy to the Fort Worth, Texas office of AAA and to the first arbitrator, designating the second arbitrator (who shall not be a representative or agent of any party, but may or may not be an AAA panel member and, in any case, shall be reasonably believed by the Respondent to possess the requisite experience,

education and expertise in respect of the matters to which the claim relates to enable such person to competently perform arbitral duties). Within ten days after such notice from the Respondent is received by the Claimant, the Respondent and the Claimant shall cause their respective designated arbitrators to select any mutually agreeable AAA panel member as the third arbitrator. If the respective designated arbitrators of the Respondent and the Claimant cannot so agree within said ten day period, then the third arbitrator will be determined pursuant to the Rules. For purposes of this Article XI, Enduro (on the one hand) and the Trust and the Trustee (on the other hand) shall each be entitled to the selection of one arbitrator. Prior to commencement of the arbitration proceeding, each arbitrator shall have provided the parties with a resume outlining such arbitrator's background and qualifications and shall certify that such arbitrator is not a representative or agent of any of the parties. If any arbitrator shall die, fail to act, resign, become disqualified or otherwise cease to act, then the arbitration proceeding shall be delayed for 15 days and the party by or on behalf of whom such arbitrator was appointed shall be entitled to appoint a substitute arbitrator (meeting the qualifications set forth in this Article XI) within such 15-day period; provided, however, that if the party by or on behalf of whom such arbitrator was appointed shall fail to appoint a substitute arbitrator within such 15-day period, the substitute arbitrator shall be a neutral arbitrator appointed by the AAA arbitrator within 15 days thereafter.

- (d) All arbitration hearings shall be commenced within 120 days after arbitration is initiated pursuant to the Rules, unless, upon a showing of good cause by a party to the arbitration, the tribunal of arbitrators permits the extension of the commencement of such hearing; *provided*, *however*, that any such extension shall not be longer than 60 days.
- (e) All claims presented for arbitration shall be particularly identified and the parties to the arbitration shall each prepare a statement of their position with recommended courses of action. These statements of position and recommended courses of action shall be submitted to the tribunal of arbitrators chosen as provided hereinabove for binding decision. The tribunal of arbitrators shall not be empowered to make decisions beyond the scope of the position papers.
- (f) The arbitration proceeding will be governed by the substantive laws of the State of Delaware and will be conducted in accordance with such procedures as shall be fixed for such purpose by the tribunal of arbitrators, except that (i) discovery in connection with any arbitration proceeding shall be conducted in accordance with the Federal Rules of Civil Procedure and applicable case law, (ii) the tribunal of arbitrators shall have the power to compel discovery and (iii) unless the parties otherwise agree and except as may be provided in this Article XI, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any provision of state law or other applicable law or procedure inconsistent therewith or which would produce a different result. The parties shall preserve their right to assert and to avail themselves of the attorney-client and attorney-work-product privileges, and any other privileges to which they may be entitled pursuant to applicable law. No party to the arbitration or any arbitrator may compel or require mediation and/or settlement conferences without the prior written consent of all such parties and the tribunal of arbitrators.
- (g) The tribunal of arbitrators shall make an arbitration award as soon as possible after the later of the close of evidence or the submission of final briefs, and in all cases the award shall be made not later than 30 days following submission of the matter. The finding and

decision of a majority of the arbitrators shall be final and shall be binding upon the parties. Judgment upon the arbitration award or decision may be entered in any court having jurisdiction thereof or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The tribunal of arbitrators shall have the authority to assess liability for pre-award and post-award interest on the claims, attorneys' fees, expert witness fees and all other expenses of arbitration as such arbitrators shall deem appropriate based on the outcome of the claims arbitrated. Unless otherwise agreed by the parties to the arbitration in writing, the arbitration award shall include findings of fact and conclusions of law.

- (h) Nothing in this <u>Article XI</u> shall be deemed to (i) limit the applicability of any otherwise applicable statute of limitations or repose or any waivers contained in this Agreement, (ii) constitute a waiver by any party hereto of the protections afforded by 12 U.S.C. § 91 or any successor statute thereto or any substantially equivalent state law, (iii) restrict the right of the Trustee to make application to any state or federal district court having jurisdiction in Fort Worth, Texas, to appoint a successor Trustee or to request instructions with regard to any provision in this Agreement when the Trustee is unsure of its obligations thereunder, or (iv) apply to the Delaware Trustee.
- (i) This <u>Article XI</u> shall preclude participation by the Trust (or the Trustee as trustee of the Trust) in any class action brought against Enduro by any Person who is not a Trust Unitholder and the Trustee shall opt out of any such class action in which the Trust (or the Trustee as trustee of the Trust) is a purported class member, but shall not preclude participation by the Trust (or the Trustee as trustee of the Trust) in any such action brought by Trust Unitholders or in which Trust Unitholders holding more than 50% of the Trust Units represented at a duly called and held meeting of the Trust Unitholders in accordance with <u>Section 8.02</u> request the Trustee to participate.

# ARTICLE XII MISCELLANEOUS

Section 12.01 *Inspection of Books*. Each Trust Unitholder and its duly authorized agents and attorneys shall have the right, at its own expense and during reasonable business hours upon reasonable prior notice, to examine and inspect the records (including, without limitation, the ownership ledger) of the Trust and the Trustee in reference thereto for any purpose reasonably related to the Trust Unitholder's interest as a Trust Unitholder. The Trustee and its duly authorized Agents (including attorneys) shall have the right, at the expense of the Trust and during reasonable business hours upon reasonable prior written notice, to examine and inspect the records of Enduro relating to the Net Profits Interest and the Underlying Properties.

Section 12.02 *Disability of a Trust Unitholder*. Any payment or distribution to a Trust Unitholder may be made by check of the Trustee drawn to the order of the Trust Unitholder, regardless of whether or not the Trust Unitholder is a minor or under other legal disability, without the Trustee having further responsibility with respect to such payment or distribution. This <u>Section 12.02</u> shall not be deemed to prevent the Trustee from making any payment or distribution by any other method that is appropriate under law.

Section 12.03 *Interpretation*. It is intended that this Agreement shall be interpreted in a manner such that the Trustee shall be prohibited from taking any action if the effect of such action would constitute a power under this Trust Agreement to "vary the investment of the certificate holders" as set forth in Section 301.7701-4(c)(1) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, as such regulations may be amended, and as further interpreted by Revenue Ruling 2004-86, 2004-2 C.B. 191, or any successor ruling, notice or other pronouncement by the Internal Revenue Service.

Section 12.04 Merger or Consolidation of Delaware Trustee or Trustee. Neither a change of name of either the Delaware Trustee or the Trustee, nor any merger or consolidation of its corporate powers with another bank or with a trust company or other Entity, nor the sale or transfer of all or substantially all of its institutional and corporate trust operations to a separate bank, trust company, corporation or other Entity shall adversely affect such resulting or successor party's right or capacity to act hereunder and any such successor shall be the successor Delaware Trustee or the Trustee hereunder without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto, except as may be required by law; provided, however, that the Delaware Trustee or any successor thereto shall maintain its principal place of business in the State of Delaware; and provided, further, that, in the case of any successor Trustee or Delaware Trustee, it shall continue to meet the requirements of Section 6.05.

Section 12.05 *Change in Trust Name*. Upon the written request by Enduro submitted to the Trustee and the Delaware Trustee, the Trustee shall, without the vote or consent of any Trust Unitholders, take all action necessary to change the name of the Trust to a name mutually agreeable to the Trustee and Enduro and, upon effecting such name change, the Delaware Trustee, acting pursuant to the written instructions of the Trustee, shall amend the Certificate of Trust on file in the office of the Secretary of State of Delaware to reflect such name change.

Section 12.06 *Filing of this Agreement*. There is no obligation on the part of the Trustee that this Agreement or any executed copy hereof be filed in any county or parish in which any of the Trust Estate is located or elsewhere, but the same may be filed for record in any county or parish by the Trustee. In order to avoid the necessity of filing this Agreement for record, each of the Delaware Trustee and the Trustee agrees that for the purpose of vesting the record title to the Trust Estate in any successor trustee, the succeeded trustee shall, upon appointment of any successor trustee, execute and deliver to such successor trustee appropriate assignments or conveyances.

Section 12.07 *Choice of Law.* This Agreement and the Trust shall be governed by the laws of the State of Delaware (without regard to the conflict of laws principles thereof) in effect at any applicable time in all matters, including the validity, construction and administration of this Agreement and the Trust, the enforceability of the provisions of this Agreement, all rights and remedies hereunder, and the services of the Delaware Trustee and Trustee hereunder. Furthermore, except as otherwise provided in this Agreement, the rights, powers, duties and liabilities of the Delaware Trustee, the Trustee and the Trust Unitholders shall be as provided under the Trust Act and other applicable laws of the State of Delaware in effect at any applicable time; *provided*, *however*, that to the fullest extent permitted by applicable law there shall not be applicable to the Trustee, the Delaware Trustee, the Trust Unitholders, the Trust or this

Agreement any provision of the laws (common or statutory) of the State of Delaware pertaining to trusts (other than the Trust Act) that relate to or regulate, in a manner inconsistent with the terms hereof, (i) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (ii) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (iv) fees or other sums payable to trustees, officers, agents or employees of a trust, (v) the allocation of receipts and expenditures to income or principal, (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets or (vii) the establishment of fiduciary or other standards of responsibility or limitations on the acts or powers of trustees that are inconsistent with the limitations or authorities and powers of the trustees hereunder as set forth or referenced in this Agreement. Section 3540 of Title 12 of the Delaware Code shall not apply to the Trust.

Section 12.08 *Separability*. If any provision of this Agreement or the application thereof to any Person or circumstances shall be finally determined by a court of proper jurisdiction to be illegal, invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those as to which it is held illegal, invalid or unenforceable shall not be affected thereby, and every remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 12.09 *Notices*. Any and all notices or demands permitted or required to be given under this Agreement shall be in writing (or be capable of being reproduced in paper format) and shall be validly given or made if (a) personally delivered, (b) delivered and confirmed by facsimile or like instantaneous transmission service, or by Federal Express or other overnight courier delivery service, which shall be effective as of confirmation of receipt by the courier at the address for notice hereinafter stated, (c) solely in the case of notice to any Trust Unitholder, by press release in a nationally recognized and distributed media or by means of electronic transmission or as otherwise permitted by applicable law, or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

#### If to the Trustee, to:

The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services
919 Congress Avenue, Suite 500
Austin, Texas 78701
Attention: Michael J. Ulrich
Facsimile No.: (512) 479-2253

#### With a copy to:

Bracewell & Giuliani LLP 111 Congress Avenue, Suite 2300 Austin, Texas 78701 Attention: Thomas Adkins Facsimile No.: (512) 479-3940

#### If to the Delaware Trustee, to:

Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890-1615 Attention: Corporate Trust Administration Facsimile No.: (302) 636-4140

#### With a copy to:

Richards, Layton & Finger, P.A. 920 N. King Street Wilmington, Delaware 19801 Attention: Eric A. Mazie Facsimile No.: (302) 498-7678

#### If to Enduro, to:

777 Main Street, Suite 800 Fort Worth, Texas 76102 Attention: Jon S. Brumley Facsimile No.: (817) 529-8450

### With a copy to:

Latham & Watkins LLP 811 Main Street, Suite 3700 Houston, Texas 77002 Attention: Sean T. Wheeler Facsimile No.: (713) 546-5401

### If to a Trust Unitholder, to:

The Trust Unitholder at its last address as shown on the ownership records maintained by the Trustee.

Notice that is mailed in the manner specified shall be conclusively deemed given three days after the date postmarked or upon receipt, whichever is sooner. Any party to this Agreement may change its address for the purpose of receiving notices or demands by notice given as provided in this <u>Section 12.09</u>.

Section 12.10 *Counterparts*. This Agreement may be executed in a number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

Section 12.11 *No Fiduciary Duty of Enduro or its Affiliates*. The parties hereto and the Trust Unitholders expressly acknowledge and agree that Enduro and its Affiliates are entering into the Transaction Documents and may exercise their rights and discharge their obligations

fully, without hindrance or regard to conflict of interest principles, duty of loyalty principles or other breach of fiduciary duties, all of which defenses, claims or assertions are hereby expressly waived by the other parties hereto and the Trust Unitholders. Neither Enduro nor any of its Affiliates shall be a fiduciary with respect to the Trust or the Trust Unitholders. To the extent that, at law or in equity, Enduro or its Affiliates have duties (including fiduciary duties) and liabilities relating thereto to the Trust or to the Trust Unitholders, such duties and liabilities are hereby eliminated and waived to the fullest extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, Enduro, the Trustee and the Delaware Trustee have caused this Agreement to be duly executed the day and year first above written.

## ENDURO RESOURCE PARTNERS LLC

By: Enduro Resource Holdings LLC, its sole member

By: /s/ Jon S. Brumley

Name: Jon S. Brumley

Title: President and Chief Executive

Officer

## WILMINGTON TRUST COMPANY

By: /s/ Jessica Williams

Name: Jessica Williams

Title: Financial Services Officer

# THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: /s/ Michael J. Ulrich

Name: Michael J. Ulrich Title: Vice President

[Signature Page to Amended and Restated Trust Agreement]

#### CONVEYANCE OF NET PROFITS INTEREST

This Conveyance of Net Profits Interest (as may be amended, supplemented or otherwise modified from time to time, this "Conveyance") has been executed as of November 8, 2011 (the "Execution Date"), but is made effective as of the Effective Time (as defined below), from Enduro Operating LLC, a Texas limited liability company with a mailing address of 777 Main Street, Suite 800, Fort Worth, Texas 76102 and the last four digits of whose federal tax identification number are 7513 ("Grantor") and wholly owned subsidiary of Enduro Resource Partners LLC, a Delaware limited liability company ("Enduro Sponsor"), to Enduro Texas LLC, a Texas limited liability company with a mailing address of 777 Main Street, Suite 800, Fort Worth, Texas 76102 and the last four digits of whose federal tax identification number are 6288 and wholly owned subsidiary of Enduro Sponsor ("Grantee"). The Parties acknowledge and agree that this Conveyance has been effected pursuant to the terms and conditions of that certain Agreement and Plan of Merger, dated as of the Effective Time, between Grantor and Grantee (the "Grantee Merger").

Grantor and Grantee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>." Capitalized terms used in this Conveyance shall have the respective meanings ascribed to them in Article II.

#### ARTICLE I GRANT OF NET PROFITS INTEREST

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor has bargained, sold, granted, conveyed, transferred, assigned, set over, and delivered, and by this Conveyance does hereby bargain, sell, grant, convey, transfer, assign, set over, and deliver unto Grantee, its successors and assigns, effective as of the Effective Time, the Net Profits Interest, which shall be calculated in accordance with the provisions of Article IV and payable solely out of the Net Profits derived from the gross proceeds attributable to the sale of the Subject Hydrocarbons, all as more fully provided hereinbelow.

TO HAVE AND TO HOLD the Net Profits Interest, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, subject, however, to the following terms and provisions:

# ARTICLE II INTERPRETATION; DEFINITIONS

#### Section 2.1 Interpretation

(a) All references in this Conveyance to Exhibits, Articles, Sections, subsections, clauses and other subdivisions refer to the corresponding Exhibits, Articles, Sections, subsections, clauses and other subdivisions of or to this Conveyance unless expressly provided otherwise. Titles or headings appearing at the beginning of any Exhibits, Articles,

Sections, subsections, clauses and other subdivisions of this Conveyance are for convenience only, do not constitute any part of this Conveyance and shall be disregarded in construing the language hereof. The words "this Conveyance," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Conveyance as a whole and not to any particular Article, Section, subsection, clause or other subdivision unless expressly so limited. The words "this Article," "this Section," "this subsection," "this clause," and words of similar import, refer only to the Article, Section, subsection and clause hereof in which such words occur. The word "including" (in its various forms) means including without limitation. All references to "\$" or "dollars" shall be deemed references to United States dollars. Each accounting term not defined herein will have the meaning given to it under GAAP as interpreted as of the date of this Conveyance. Unless expressly provided to the contrary, the word "or" is not exclusive. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Exhibits referred to herein are attached to and by this reference incorporated herein for all purposes. Reference herein to any federal, state, local or foreign Law shall be deemed to also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The terms "grant," "convey," "transfer" and "assign" or words of a similar nature, when used in relation to the Grantee Merger, shall mean "allocated to" and "vested in."

- (b) As used in this Conveyance, in regard to Subject Interests located in Louisiana:
  - (i) Each reference to "person" will include "juridical persons" as such term is used in the Louisiana Civil Code.
  - (ii) Each reference to "lien" will include a reference to "privilege."
- (iii) Each reference to "sale" or "conveyance" (and derivations thereof) will, if the context requires, include a reference to "assignment" and "transfer of ownership" as such terms are used in the Louisiana Civil Code.
- (iv) The term "fee interest" will refer to the rights of a landowner or a mineral servitude owner in minerals as used in the Louisiana Mineral Code. Each reference to "leaseholds" or "leasehold interests" will include a reference to "interests in a mineral lease" as contemplated by the Louisiana Mineral Code.
  - (v) Each reference to "oil and gas lease" will include a reference to "operating agreements" within the scope of Louisiana Revised Statute 30:209.
- (vi) Each reference to "overriding royalty" will include a reference to "overriding royalty interest" within the scope of Louisiana Revised Statute 31:128.
- (vii) Each reference to "pooling or unitization agreement" will include a reference to "unitization orders," and each reference to "pooled unit" will include a reference to units created by order or by agreement or declared pursuant to contractual authority.

(viii) Each reference to "property" will include, as the context may require, "corporeals" and "incorporeals" and "incorporeals" and "immovables" as such terms are used in the Louisiana Civil Code. Each reference to "real property" will include "immovables," whether corporeal immovables or incorporeal immovables as the context may require, as such terms are used in the Louisiana Civil Code, and also "minerals rights" as such term is used in the Louisiana Mineral Code. Each reference to the term "personal property" will include "movables," whether corporeal movables or incorporeal movables as the context may require, as such terms are used in the Louisiana Civil Code. Each reference to "fixtures" will include a reference to "component parts" as such term is used in the Louisiana Civil Code. Each reference to "easement" or "right-of-way" will include a reference to "servitude" as such term is used in the Louisiana Civil Code. Each reference to "running with the Subject Interests" will include the phrase "and a real right in the Subject Interests."

Section 2.2 <u>Definitions</u>. As used herein, the following terms shall have the respective meanings ascribed to them below:

- "Acquisition Date" shall mean the date on which Grantor or its Affiliate acquired the applicable Subject Interest.
- "<u>Administrative Hedge Costs</u>" shall mean those costs paid by Grantor from and after the Effective Time to counterparties under the Existing Hedges or to Persons that provide credit to maintain any Existing Hedge, but excluding any Hedge Settlement Costs.
- "Affiliate" shall mean with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" (and the related terms "controlling," "controlled by," and "under common control") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
  - "Conveyance" shall have the meaning ascribed to it in the Preamble to this Conveyance.
  - "Credits" shall have the meaning given such term in Section 4.1(b).
  - "Debit Balance" shall have the meaning given such term in Section 4.2(b).
  - "Debit Balance Amount" shall have the meaning given such term in Section 4.2(b).
  - "Debits" shall have the meaning given such term in Section 4.1(b).
  - "Effective Time" shall mean 7:00 a.m., Central Time, on July 1, 2011.
  - "Eligible Materials" shall mean Materials for which amounts in respect of the cost of such Materials were properly debited to the Net Profits Account.
  - "Enduro Sponsor" shall have the meaning ascribed to it in the Preamble to this Conveyance.

"Environmental Laws" shall mean, as the same have been amended to the date hereof, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et\_seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et\_seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et\_seq.; the Clean Air Act, 42 U.S.C. § 7401 et\_seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1471 et\_seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et\_seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et\_seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; and all similar laws as of the date hereof of any governmental body having jurisdiction over the property in question addressing pollution or protection of the environment and all regulations implementing the foregoing that are applicable to the operation and maintenance of the Subject Interests.

"Excluded Deductions" shall mean deduction amounts related to any of the following items: (a) any amount that has also been used to reduce or offset the amount of the Subject Hydrocarbons (or proceeds of production thereof) or has otherwise not been included therein (including proceeds attributable to royalties, overriding royalties, production payments and other charges burdening the Subject Interests as of the Effective Time if such charges have been used to reduce or offset the amount of the Subject Hydrocarbons (or proceeds of production thereof)); (b) any overriding royalty, production payment or other charge burdening the Subject Interests which was created by Grantor after the Acquisition Date; (c) any general, administrative or overhead costs paid or incurred by Grantor or its Affiliates, except for those expressly permitted hereunder; (d) any interest, premiums, fees or similar charges arising out of borrowings or purchases of any goods, equipment or other items on credit, whether or not used on or otherwise related to the Subject Interests; (e) all Manufacturing Costs; (f) any amounts paid by Grantor (initial or a successor) to such Grantor's predecessor in interest with respect to part or all of the Subject Interests (including without limitation any purchase price or other consideration paid by Grantor to such predecessor in interest to acquire all or part of the Subject Interests); (g) any amount arising from any condition, circumstance, activity, practice, incident, action, or plan that gives rise to any material liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, Release or threatened Release into the environment, of any pollutant, contaminant, or hazardous substance or other toxic material or waste from or attributable to the use or operation of any of the Subject Interests which either occurred prior to,

"Excluded Proceeds" shall mean the following proceeds and amounts:

(a) any Offset Amounts, except that, for purposes of determining the proceeds and amounts that constitute "Excluded Proceeds" for purposes hereof, (i) there shall not be any deductions to such proceeds and amounts, in the cases of subsections (c), (h) and (j) of the definition for "Offset Amounts," for the actual costs of salvage or disposition or any Manufacturing Costs, as applicable, (ii) cash payments received by Grantor as a result of any pooling or unitization of the Subject Interests shall be considered Excluded Proceeds regardless of whether the costs giving rise to such payments were charged to the Net Profits Interest and

(iii)insurance proceeds received by Grantor shall be considered Excluded Proceeds regardless of whether the cost of such insurance was charged to the Net Profits Account;

- (b) any proceeds that are withheld from Grantor for any reason (other than at the request of Grantor), until such time that the proceeds are actually received by Grantor, *provided* that proceeds that are received by Grantor and promptly deposited by it with an escrow agent in order to resolve a dispute with respect thereto shall not be considered to be "received" by Grantor for purposes of this definition until the time that such amounts are actually collected by Grantor;
- (c) if Grantor becomes an underproduced party under any Gas balancing or similar arrangement affecting the Subject Interests, any amounts for any Gas attributable to the Subject Interests for which Grantor is entitled to receive as "make-up" Gas that would otherwise be attributable to the Subject Interests;
- (d) if Grantor becomes an overproduced party under any Gas balancing or similar arrangement affecting the Subject Interests, any amounts for any Gas taken by an underproduced party as "make-up" Gas that would otherwise be attributable to the Subject Interests;
  - (e) any amount received by Grantor after the Effective Time in respect of any production of Subject Hydrocarbons prior to June 1, 2011;
- (f) any amount to which Grantor is entitled by virtue of a judgment of a court of competent jurisdiction resolving a dispute hereunder between Grantee and Grantor in favor of Grantor, or any amount paid to Grantor in settlement of such dispute;
  - (g) except as set forth in Section 6.2, any amounts or compensation received by Grantor in connection with any Prior Reversionary Interest; and
- (h) any additional proceeds (*i.e.*, proceeds attributable to the non-participating party) from the sale of Hydrocarbons related to any Subject Well with respect to which Grantor elects to be a participating party (whether such rights are available pursuant to an operating agreement or other agreement or arrangement) with respect to any operation with respect to such Subject Well for which another party or parties have elected not to participate in such operation (or have elected to abandon such Subject Well) and Grantor elects to pay the costs of such nonparticipating or abandoning party and as a result of which Grantor becomes entitled to receive, either temporarily (*i.e.*, through a period of recoupment) or permanently such additional proceeds from the sale of Hydrocarbons related to such Subject Well.

"Execution Date" shall have the meaning ascribed to it in the Preamble to this Conveyance.

"Existing Hedges" shall mean the Hedges entered into by Grantor and described on Exhibit C.

"Fair Value" shall mean an amount equal to the excess, if any, of (a) the proceeds which could reasonably be expected to be obtained from the sale of such portion of the Net Profits

Interest to a party which is not an Affiliate of either Grantor or Grantee on an arms-length negotiated basis, taking into account relevant market conditions and factors existing at the time of any such proposed sale or release, over (b) Grantee's proportionate share of any sales costs, commissions and brokerage fees related to such sales.

"GAAP" shall mean U.S. generally accepted accounting principles.

"Gas" shall mean natural gas and other gaseous hydrocarbons or minerals, including helium, but excluding any Gas Liquids.

"Gas Liquids" shall mean those natural gas liquids and other liquid hydrocarbons, including ethane, propane, butane and natural gasoline, and mixtures thereof, that are removed from a Gas stream by the liquids extraction process of any field facility or gas processing plant and delivered by the facility or plant as natural gas liquids.

"Grantee" shall have the meaning ascribed to it in the Preamble to this Conveyance.

"Grantee Merger" shall have the meaning ascribed to it in the Preamble to this Conveyance.

"Grantor" shall have the meaning ascribed to it in the Preamble to this Conveyance.

"Gross Deductions" shall mean the following costs and expenses (and, where applicable, losses, liabilities and damages), to the extent that the same (x) are properly allocable to the Subject Interests (and any related equipment or property used in connection therewith) and the production and marketing of Subject Hydrocarbons therefrom and (y) have been incurred or accrued by Grantor, from and after the Effective Time, but that are not attributable to a production month that occurs prior to 7:00 a.m., Central Time, on June 1, 2011 (excluding, in all instances, the Excluded Deductions):

(a) all costs paid by Grantor (i) for drilling, development, production and abandonment operations (including activities necessary to gain access to and prepare well locations for drilling; operations and activities related to drilling and equipping Subject Wells and service wells; operations constituting or associated with workovers; the plugging and abandoning of any well or facility on the Subject Interests; and secondary recovery, pressure maintenance, repressuring, recycling and other operations conducted for the purpose of enhancing production from the Subject Interests), (ii) for all direct labor (including employee and fringe benefits) and other services necessary for drilling, operating, producing and maintaining the Subject Interests and workovers of any Subject Well, (iii) for treatment, dehydration, compression, separation and transportation of the Subject Hydrocarbons (including activities related to the acquisition, construction and installation of production and injection facilities), (iv) for all Materials purchased for use on, or in connection with, any of the Subject Interests and (v) for any other operations with respect to the exploration, development or operation of Subject Hydrocarbons (including costs for the maintenance of any Subject Well or facility on the Leases; replacement of any facilities; the restoration or remediation of the surface or subsurface sites associated with the Subject Interests or lands pooled or unitized therewith; and any marketing fees paid to non-Affiliates of Grantor); provided, however, that (A) the costs charged to the Net Profits Account for such items shall be made (1) on the same basis as such costs are charged

under the operating agreement associated with the applicable portion of the Subject Interests at the time the transaction giving rise to such costs occurred, or (2) in the absence of such operating agreement, on the same basis as Grantor is charged under existing third party arrangements; and (B) if Grantor elects to pay the costs of a nonconsenting party or nonparticipating party with respect to which the gross proceeds derived from such costs are not credited to the Net Profits Account, Grantor shall be solely responsible for such costs;

- (b) (i) all losses, costs, expenses, liabilities and damages (including outside legal, accounting and engineering services) attributable to, or incident to the operation or maintenance of, the Subject Interests associated with (A) defending, prosecuting, handling, investigating or settling litigation, administrative proceedings, claims (including lien claims other than liens for borrowed funds), damages, judgments, fines, penalties and other liabilities, (B) the payment of judgments, penalties and other liabilities (including interest thereon), paid by Grantor and not reimbursed under insurance maintained by Grantor or others (including all losses, costs, expenses, liabilities and damages arising from third-party claims, lawsuits or causes of action for personal injury or death or damage to personal or real property (both surface and subsurface), including those losses, costs, expenses, liabilities and damages arising under Environmental Laws with respect to the Subject Interests or in any way from the environmental condition of the Subject Interests), (C) the payment or restitution of any proceeds of Subject Hydrocarbons, (D) complying with applicable local, state and federal statutes, ordinances, rules and regulations, and (E) tax or royalty audits, and (ii) any other loss, cost, expense, liability or damage (including settlement costs and reasonable attorneys' fees) incurred by Grantor in relation to the Subject Interests not paid or reimbursed under insurance; excluding, in each instance, any expenses incurred by Grantor in litigation of any claim or dispute arising hereunder between the Parties or amounts paid by Grantor to Grantee pursuant to a final order entered by a court of competent jurisdiction resolving any such claim or dispute or amounts paid by Grantor to Grantee in connection with the settlement of any such claim or dispute;
- (c) all taxes, charges and assessments (*excluding* federal and state income, transfer, mortgage, inheritance, estate, franchise and like taxes) incurred, accrued or paid by Grantor with respect to the ownership of the Subject Interests or the extraction of the Subject Hydrocarbons, including production, severance or excise and other similar taxes, charges and assessments assessed against, or measured by, the production of (or the proceeds or value of production of) Subject Hydrocarbons, occupation taxes, gathering, pipeline, excise, sales, use and other taxes, and ad valorem and property taxes, charges and assessments assessed against or attributable to the Subject Interests or any equipment used in connection with production from any of the Subject Interests and any extraordinary or windfall profits taxes, charges and assessments that may be assessed in the future based upon profits realized or prices received from the sale of Subject Hydrocarbons;
- (d) all insurance premiums attributable to the ownership or operation of the Subject Interests paid by Grantor for insurance actually carried for periods after the Effective Time with respect to the Subject Interests, or any equipment located on any of the Subject Interests, or incident to the operation or maintenance of the Subject Interests;
- (e) all amounts and other consideration paid by Grantor for (i) rent and the use of or damage to the surface, (ii) delay rentals, shut-in well payments, minimum royalties and

similar payments, and (iii) fees for renewal, extension, modification, amendment, replacement or supplementation of the Leases included in the Subject Interests:

- (f) all amounts charged by the relevant operator as overhead, administrative or indirect charges specified in the applicable operating agreements or other arrangements now or hereafter covering the Subject Interests or operations with respect thereto;
- (g) to the extent Grantor is the operator of certain of the Subject Interests and there is no operating agreement covering such portion of the Subject Interests, those overhead, all administrative or indirect charges that are allocated by Grantor to such portion of the Subject Interests, to the extent that such charges are allocated in the same manner that Grantor allocates to other similarly owned and operated properties;
- (h) if, as a result of the occurrence of the bankruptcy or insolvency or similar occurrence of the purchaser of Subject Hydrocarbons, any and all amounts previously credited to the Net Profits Account are reclaimed from Grantor or its representative, then the amounts reclaimed as promptly as practicable following Grantor's payment thereof;
- (i) all costs and expenses paid by Grantor for recording this Conveyance and, immediately prior to the last Payment Period, costs estimated in good faith to record the termination or release of this Conveyance;
  - (j) all Administrative Hedge Costs paid by Grantor;
  - (k) all Hedge Settlement Costs paid by Grantor;
- (l) all amounts previously included, or otherwise accounted for, in the calculation of Gross Profits but subsequently paid by Grantor as a refund, interest or penalty; and
- (m) at the option of Grantor, all amounts reserved for approved development expenditure projects, including amounts for drilling, recompletion and workover costs, *provided* that, such amounts, (i) to the extent not already spent or incurred by Grantor, will at no time exceed two million dollars (\$2,000,000) in the aggregate, and (ii) shall not be included as part of the Gross Deductions in subsequent Payment Periods.

"Gross Fair Value" means an amount equal to the Fair Value divided by eighty percent (80%).

"Gross Profits" shall mean, for each Payment Period following the Effective Time, an amount equal to the sum of (excluding, in all instances, the Excluded Proceeds) the gross proceeds received by Grantor during the applicable Payment Period (and that are not attributable to a production month that occurs prior to June 1, 2011) from the sale of all Subject Hydrocarbons, including the following proceeds and amounts: (a) all proceeds and consideration received, directly or indirectly, for advance payments and payments under take-or-pay and similar provisions of Production Sales Contracts when credited against the price for delivery of production; and (b) all proceeds and amounts received by Grantor (i) from any "make up" Gas taken by Grantor as a result of its position as an underproduced party under any Gas balancing or similar arrangement affecting the Subject Interests, (ii) received as a balancing of accounts under

a Gas balancing or other similar arrangement affecting the Subject Interests either as an interim balancing or at the depletion of the reservoir, and (iii) for any Gas taken by Grantor attributable to the Subject Interests in excess of its entitlement share of such Gas; *provided*, *however*, that Gross Profits (A) shall not include any Manufacturing Proceeds and (B) in the event that Subject Hydrocarbons are Processed prior to sale, shall only include the Payment Value of such Subject Hydrocarbons before any such Processing.

"Gross Reversionary Compensation" means an amount equal to (a) that portion of the Reversionary Compensation that is attributable to the Net Profits Interest released pursuant to Section 6.2 divided by (b) eighty percent (80%).

"Hedge" shall mean any commodity hedging transaction pertaining to Hydrocarbons, whether in the form of (a) forward sales and options to acquire or dispose of a futures contract solely on an organized commodities exchange, (b) derivative agreements for a swap, cap, collar or floor of the commodity price, or (c) similar types of financial transactions classified as "notional principal contracts" pursuant to Treasury Regulation § 1.988-1(a)(2)(iii)(B)(2).

"<u>Hedge Settlement Costs</u>" shall mean any and all payments required to be made by Grantor from and after the Effective Time to the counterparties in connection with the settlement or mark-to-market of trades made under any Existing Hedge and all payments made by Grantor for any early termination of any Existing Hedge.

"<u>Hedge Settlement Revenues</u>" shall mean any and all payments received by Grantor from and after the Effective Time from the counterparties in connection with the settlement or mark-to-market of trades made under any Existing Hedge and all payments received by Grantor for any early termination of any Existing Hedge.

"Hydrocarbons" shall mean Oil, Gas and Gas Liquids.

"Lease" shall mean, subject to the depth limitations and other restrictions that may be set forth therein, (a) the oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds, contractual rights, and other rights to hydrocarbons set forth on Exhibit A as to all lands and depths described in such lease (or the applicable part or portion thereof, if limited in depth or areal extent in Exhibit A) and any interest therein and any leasehold interest in any other lease of Hydrocarbons derived from the pooling or unitization of each such lease (or portion thereof, if limited in depth or areal extent in Exhibit A) with other leases, together with any interest acquired or maintained in any and all renewals and extensions of such lease, (b) any replacement lease taken upon or in anticipation of termination of such lease (if executed and delivered during the term of or within one year after the expiration of the predecessor lease), as to all lands and depths described in the predecessor lease and in which Grantor had an interest under the predecessor lease (unless the extended or predecessor lease is specifically limited in depth or areal extent in Exhibit A, in which event only the corresponding portion of such lease shall be considered a renewal or extension or a replacement lease subject to this Conveyance), and (c) any other leasehold, royalty, overriding royalty or fee interest described on Exhibit A.

"Manufacturing Costs" shall mean the costs of Processing that generate Manufacturing Proceeds received by Grantor.

- "Manufacturing Proceeds" shall mean the excess, if any, of (a) proceeds received by Grantor from the sale of Subject Hydrocarbons that are the result of any Processing over (b) the part of such proceeds that represents the Payment Value of such Subject Hydrocarbons before any Processing.
  - "Materials" shall mean materials, supplies, equipment and other personal property or fixtures located on or used in connection with the Subject Interests.
  - "Monthly Statement" shall have the meaning given such term in Section 4.5.
- "Net Deductions" shall mean, for each Payment Period following the Effective Time, an amount equal to the excess, if any, of (a) the sum of the Gross Deductions over (b) the sum of the Offset Amounts.
  - "Net Profits" shall have the meaning given such term in Section 4.2(a).
  - "Net Profits Account" shall mean the account maintained in accordance with the provisions of Section 4.1.
- "<u>Net Profits Interest</u>" shall mean an overriding royalty calculated as a variable undivided percentage interest in and to the Subject Hydrocarbons entitling Grantee to receive a sum equal to the Proceeds Percentage of the Net Profits for each Payment Period for the term of this Conveyance.
  - "NPI Calculation" shall have the meaning given such term in Section 4.2(a).
  - "NPI Payout" shall have the meaning given such term in Section 4.2(a).
  - "Offset Amounts" shall mean the following amounts (net of any applicable taxes):
    - (a) any amounts received by Grantor as delay rentals, bonus, royalty or other similar payments;
    - (b) any amounts received by Grantor in connection with, or for dry hole, bottom hole or other similar contributions related to, the Subject Interests;
- (c) upon salvage or other disposition, the applicable actual salvage value (determined in accordance with the applicable operating agreement then in effect and binding upon Grantor or, in the absence of such agreement, based on the fair market value of such items in the region in which they are located) of any Eligible Materials, less, in each instance, the actual costs of salvage or other disposition paid or incurred by Grantor in connection with such sale;
- (d) any cash payments received by Grantor as a result of any pooling or unitization of the Subject Interests if the costs giving rise to such payments were charged to the Net Profits Account, directly or indirectly;

- (e) any insurance proceeds received by Grantor as a result of any loss, liability or damage relating to the Subject Interests, Eligible Materials or Subject Hydrocarbons if the cost of such insurance was charged to the Net Profits Account;
  - (f) any amounts received by Grantor from third parties as rental or use fees for Eligible Materials;
- (g) the gross proceeds of any judgments or claims received by Grantor for damages occurring on or after the Effective Time to (i) the Subject Interests, (ii) any Eligible Materials and (iii) any Subject Hydrocarbons;
- (h) to the extent not covered under subsection (c) above, any proceeds received by Grantor from the sale of Eligible Materials less the actual costs paid or incurred by Grantor in connection with such sale;
  - (i) any payments made to Grantor in connection with the drilling or deferring of drilling of any Subject Well;
- (j) for any Subject Hydrocarbons that are Processed before sale, the excess, if any, of the Manufacturing Proceeds arising therefrom (that are received by Grantor) over the Manufacturing Costs of such Processing (that are paid or incurred by Grantor);
- (k) any interest, penalty or other amount not derived from the sale of the Subject Hydrocarbons that is paid to Grantor by the purchaser of production or escrow agent in connection with proceeds withheld or deposited with an escrow agent;
  - (l) any Hedge Settlement Revenues;
- (m) in the event that any such Transfers occur, the Gross Fair Value of the Net Profits Interest released during the relevant Payment Period in connection with the Transfers described in Section 6.1(a)(ii); and
- (n) any amounts of Gross Reversionary Compensation associated with a conveyance of all or any portion of the Subject Interests, or cessation of production from any Subject Well, in connection with a Prior Reversionary Interest pursuant to Section 6.2.
  - "Oil" shall mean crude oil, condensate and other liquid hydrocarbons recovered by field equipment or facilities, excluding Gas Liquids.
  - "Party" or "Parties" shall have the meaning ascribed to it in the Preamble to this Conveyance.

"Payment Period" shall mean a calendar month, *provided* that for purposes of the Net Profits Interest, (a) the initial Payment Period shall mean the period from and after the Effective Time until September 30, 2011, and (b) the last Payment Period shall mean any portion of the calendar month during which the expiration of the term of this Agreement occurs from the beginning of such calendar month until and including the date of such expiration.

"Payment Value" of any Subject Hydrocarbons shall mean:

- (a) With respect to Oil and Gas Liquids, (i) the highest price available to Grantor for such Oil and Gas Liquids at the Lease on the date of delivery pursuant to a bona fide offer, posted price or other generally available marketing arrangement from or with a non-Affiliate purchaser, or (ii) if no such offer, posted price or arrangement is available, the fair market value of such Oil or Gas Liquids, on the date of delivery at the Lease, determined in accordance with generally accepted and usual industry practices; and
- (b) With respect to Gas, (i) the price specified in any Production Sales Contract for the sale of such Gas, or (ii) if such Gas cannot be sold pursuant to a Production Sales Contract, (A) the average of the three highest prices (adjusted for all material differences in quality) being paid at the time of production for Gas produced from the same field in sales between non-affiliated Persons (or, if there are not three such prices within such field, within a 50-mile radius of such field) but, for any Gas subject to price restrictions established, prescribed or otherwise imposed by any governmental authority having jurisdiction over the sale of such Gas, no more than the highest price permitted for such category or type of Gas after all applicable adjustments (including tax reimbursement, dehydration, compression and gathering allowances, inflation and other permitted escalations), or (B) if subsection (b)(ii)(A) above is not applicable, the fair market value of such Gas, on the date of delivery, at the Lease, determined in accordance with generally accepted and usual industry practices.

"Permitted Encumbrances" shall mean the following insofar as they cover, describe or relate to the Subject Interests or the lands described in any Lease:

- (a) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the agreements, instruments and documents that create or reserve to Grantor its interests in any of the Leases, including any Prior Reversionary Interest;
- (b) any (i) undetermined or inchoate liens or charges constituting or securing the payment of expenses that were incurred incidental to maintenance, development, production or operation of the Leases or for the purpose of developing, producing or processing Hydrocarbons therefrom or therein, and (ii) materialman's, mechanics', repairman's, employees', contractors', operators' or other similar liens or charges for liquidated amounts, in each case, arising in the ordinary course of business that Grantor has agreed to pay or is contesting in good faith in the ordinary course of business;
- (c) any liens for taxes and assessments not yet delinquent or, if delinquent, that are being contested in good faith by Grantor in the ordinary course of business;
- (d) any liens or security interests created by law or reserved in any Lease for the payment of royalty, bonus or rental, or created to secure compliance with the terms of the agreements, instruments and documents that create or reserve to Grantor its interests in the Leases;
- (e) any obligations or duties affecting the Leases to any municipality or public authority with respect to any franchise, grant, license or permit, and all applicable laws, rules, regulations and orders of any governmental authority;

- (f) any (i) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, hunting, lodging, canals, ditches, reservoirs or the like, and (ii) easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other similar rights-of-way, on, over or in respect of the lands described in the Leases;
- (g) all lessors' royalties, overriding royalties, net profits interests, carried interests, production payments, reversionary interests and other burdens on the Subject Interests or deductions from the proceeds of production attributable to the Subject Interests created or in existence as of the Acquisition Date;
- (h) preferential rights to purchase or similar agreements and required third party consents to assignments or similar agreements created or in existence as of the Acquisition Date;
- (i) all rights to consent by, required notices to, filings with, or other actions by any Person in connection with the Transfer of the Leases or interests therein:
- (j) production sales contracts; division orders; contracts for sale, purchase, exchange, refining or processing of Hydrocarbons; unitization and pooling designations, declarations, orders and agreements; operating agreements; agreements for development; area of mutual interest agreements; gas balancing or deferred production agreements; processing agreements; plant agreements; pipeline, gathering and transportation agreements; injection, repressuring and recycling agreements; salt water or other disposal agreements; seismic or geophysical permits or agreements; and any and all other agreements entered into by Grantor or its Affiliates in connection with the exploration or development of the Leases or the extraction, processing or marketing of production therefrom or to which any of the Leases were subject as of the Acquisition Date; and
- (k) conventional rights of reassignment that obligate Grantor to reassign all or part of a property to a third party if Grantor intends to release or abandon such property, including any Prior Reversionary Interest.

"Person" shall mean any individual, partnership, limited liability company, corporation, trust, unincorporated association, governmental agency, subdivision, instrumentality, or other entity or association.

"Prime Rate" means the rate of interest published from time to time as the "Prime Rate" in the "Money Rates" section of The Wall Street Journal.

"Prior Reversionary Interest" shall mean any contract, agreement, lease, deed, conveyance or operating agreement that exists as of the Effective Time or that burdened the Subject Interests at the Acquisition Date, that by the terms thereof requires a Person to convey a part of the Subject Interests (or the Net Profits Interest with respect to any part of the Subject Interests) to another Person or to permanently cease production of any Subject Well, including obligations arising pursuant to any operating agreements, Leases, and other similar agreements or instruments affecting or burdening the Subject Interests.

"Proceeds Percentage" shall mean eighty percent (80%).

"<u>Processing</u>" or "<u>Processed</u>" shall mean to manufacture, fractionate or refine Subject Hydrocarbons, but such terms do not mean or include activities involving the use of normal lease or well equipment (such as dehydrators, gas treating facilities, mechanical separators, heater-treaters, lease compression facilities, injection or recycling equipment, tank batteries, field gathering systems, pipelines and equipment and similar items) to treat or condition Hydrocarbons or other normal operations on any of the Subject Interests.

"Production Sales Contracts" shall mean all contracts, agreements and arrangements for the sale or disposition of Hydrocarbons.

"Release" shall mean any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping or disposing into the environment.

"Reversionary Compensation" shall have the meaning given such term in Section 6.2.

"Subject Hydrocarbons" shall mean all Hydrocarbons in and under and that may be produced, saved, and sold from, and are attributable to, the Subject Interests from and after June 1, 2011, after deducting the appropriate share of all royalties and any overriding royalties, production payments, net profits interests and other similar charges (except the Net Profits Interest) burdening the Subject Interests as of the Acquisition Date to the extent such burdens were still in force and effect at June 1, 2011, provided that, (a) there shall not be included in the Subject Hydrocarbons (i) any Hydrocarbons attributable to non-consent operations conducted with respect to the Subject Interests (or any portion thereof) as to which Grantor shall be a non-consenting party as of June 1, 2011 that are dedicated to the recoupment or reimbursement of costs and expenses of the consenting party or parties by the terms of the relevant operating agreement, unit agreement, contract for development, or other instrument providing for such non-consent operations (including any interest, penalty or other amounts related thereto), or (ii) any Hydrocarbons lost in production or marketing or used by Grantor for drilling, production or plant operations (including fuel, secondary or tertiary recovery) conducted solely for the purpose of producing Subject Hydrocarbons from the Subject Interests, and (b) there shall be included in the Subject Hydrocarbons any Hydrocarbons attributable to non-consent operations conducted with respect to the Subject Interests (or any portion thereof) as to which Grantor shall be a non-consenting party as of June 1, 2011 that are produced, saved, and sold from, and are attributable to the Subject Interests after June 1, 2011 from and after the recoupment or reimbursement of costs and expenses (including any interest, penalty or other amounts related thereto) of the consenting party or parties by the terms of the relevant operating agreement, unit agreement, contract agreement, contract development, or other instr

"Subject Interests" shall mean each kind and character of right, title, claim, or interest (solely for purposes of this definition, collectively "rights") that Grantor has or owns in the Leases and the Subject Wells, whether such rights be under or by virtue of a lease, a unitization or pooling order or agreement, an operating agreement, a division order, or a transfer order or be under or by virtue of any other type of claim or title, legal or equitable, recorded or unrecorded,

even though Grantor's interest be incorrectly or incompletely described in, or a description thereof omitted from, Exhibit A, all as such rights shall be (a) enlarged or diminished by virtue of the provisions of Section 5.2, and (b) enlarged by the discharge of any obligations for payments out of production or by the removal of any charges or encumbrances to which any of such rights are subject at the Effective Time (*provided* that such discharge or removal is pursuant to the express terms of the instrument that created such charge, obligation or encumbrance) and any and all renewals, extensions and replacements of the right occurring within one year after the expiration of such rights.

"Subject Well" shall mean each well (whether now existing or hereinafter drilled) on the Leases in respect of which Grantor owns any interest or is entitled to any of the Hydrocarbons production or the proceeds therefrom (including directly or indirectly by virtue of the effect of any farmout or farmin provisions or other provisions).

"<u>Transfer</u>" shall mean any assignment, sale, transfer, conveyance, donation, exchange, or disposition of any property (and shall include any derivative variants of each such term); *provided*, *however*, that, as used herein, the term "Transfer" shall not include the granting of a security interest, pledge, or mortgage in or of Grantor's interest in any property, including the Subject Interests or the Subject Hydrocarbons.

# ARTICLE III SPECIAL WARRANTY OF TITLE

Grantor warrants title to the Net Profits Interest, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise. Grantor transfers to Grantee by way of substitution and subrogation (to the fullest extent that same may be transferred), all rights or actions over and against all of Grantor's predecessors, covenantors or warrantors of title (other than Affiliates of Grantor). Grantor's special warranty of title set forth in this Article III is understood to include, in regard to Subject Interests located in Louisiana, an express exclusion of the warranty against eviction as provided in Article 2503 of the Louisiana Civil Code, including any obligation on the part of Grantor for return of the price or other consideration given.

# ARTICLE IV ESTABLISHMENT OF NET PROFITS ACCOUNT

#### Section 4.1 Net Profits Account.

- (a) In order to account for, track and make the payments associated with the Net Profits Interest, Grantor shall establish and maintain true and correct books and records in order to determine the credits and debits to a Net Profits Account to be maintained by Grantor at all times during the term hereof. The Net Profits Account will be maintained in accordance with the terms of this Conveyance and prudent and accepted accounting principles.
- (b) From and after the Execution Date with respect to each Payment Period, (i) the Net Profits Account shall be credited with an amount equal to the sum of the Gross Profits (subject to the deduction described in Section 4.4(a)) received by Grantor from the sale of all

Subject Hydrocarbons during the applicable Payment Period (the "Credits"), and (ii) the Net Profits Account shall be debited with an amount equal to the sum of the Net Deductions during the applicable Payment Period (subject to the following two sentences) (the "Debits"). If, in calculating the amount of Net Deductions for any Payment Period, the Offset Amounts exceed the Gross Deductions, then the Net Deductions for that Payment Period shall be zero, and such excess, plus interest on such excess amount at the Prime Rate for the period between the last day of the preceding Payment Period and the date the excess amount has been used to reduce the Net Deductions in succeeding Payment Periods, shall be applied to reduce the Net Deductions in each succeeding Payment Period until exhausted. Under no circumstances shall the amount paid in respect of any Payment Period exceed eighty percent (80%) of Gross Profits for such Payment Period.

- (c) The Credits and Debits to the Net Profits Account shall not be interpreted or applied in any manner that (i) results in any duplication of all or any part of any such Credit or Debit (or reduction thereto) under this Conveyance, or (ii) ever results in the inclusion of any charge to the Net Profits Account that is reimbursed to Grantor by any Person.
- (d) GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS ESTABLISHING AND MAINTAINING THE NET PROFITS ACCOUNT AND THE DEBITING OF ITEMS THERETO SHALL BE APPLICABLE REGARDLESS OF WHETHER THE LOSSES, COSTS, EXPENSES, LIABILITIES AND DAMAGES THAT MAY BE DEBITED IN ACCORDANCE WITH THIS CONVEYANCE AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF GRANTOR OR ANY OF ITS AFFILIATES, OTHER THAN LOSSES, COSTS, EXPENSES, LIABILITIES AND DAMAGES THAT AROSE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR ANY OF ITS AFFILIATES, WHICH SHALL NOT BE DEBITED TO THE NET PROFITS ACCOUNT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS CONVEYANCE SHALL BE CONSTRUED AS A WAIVER OR RELEASE OF GRANTOR FROM ANY CLAIM, ACTION OR LIABILITY ARISING UNDER SECTION 5.1(a).

## Section 4.2 Accounting and Payment.

- (a) Following the conclusion of each Payment Period, a calculation (the "NPI Calculation") shall be made by Grantor by deducting (i) (A) the total Debits for such Payment Period and (B) the absolute value of the Debit Balance Amount, if any, carried forward in the Net Profits Account at the beginning of such Payment Period from (ii) the total Credits for such Payment Period. If the NPI Calculation results in a positive amount with respect to the Payment Period (the "Net Profits"), then (i) that positive amount shall be subtracted from the balance of the Net Profits Account to cause the Net Profits Account to have a zero balance immediately following the end of such Payment Period, (ii) that positive amount shall be multiplied by the Proceeds Percentage, and (iii) the resulting product thereof (the "NPI Payout") shall be payable to Grantee as specified in Section 4.3.
- (b) If the NPI Calculation results in a negative amount with respect to a Payment Period, the negative sum shall be deemed the "<u>Debit Balance</u>" for purposes hereof; and no payments shall be made to Grantee in respect of the Net Profits Interest nor shall Grantee ever

be liable to make any payment to Grantor in respect of the Debit Balance. Any Debit Balance, plus interest on such amount at the Prime Rate for the period between the last day of the Payment Period that resulted in such Debit Balance and the last day of the next Payment Period, (the "Debit Balance Amount") shall be carried forward in the Net Profits Account for the following Payment Period.

(c) All amounts received by Grantor from the sale of the Subject Hydrocarbons for any Payment Period shall be held by Grantor in one of its general bank accounts and Grantor shall not be required to maintain a segregated account for such funds.

Section 4.3 <u>Payment of NPI Payout</u>. For each Payment Period, Grantor shall transfer or cause to be transferred to Grantee an amount equal to the NPI Payout, if any, with respect to the Payment Period on or before the last day of the month that follows such period (other than with respect to the initial Payment Period, which transfer shall occur on or before November 30, 2011). All funds payable to Grantee on account of the Net Profits Interest shall be calculated and paid entirely and exclusively out of the Net Profits.

#### Section 4.4 Overpayment; Past Due Payments.

- (a) If Grantor ever pays Grantee more than the amount of money then due and payable to Grantee under this Conveyance, Grantee shall not be obligated to return the overpayment, but Grantor may at any time thereafter reduce the NPI Payout by, and retain for its own account, an amount equal to the overpayment, plus interest at the Prime Rate on such amount for the period between the fifteenth (15th) day after the date of the overpayment and the date such amount is recovered by Grantor. In order to exercise its rights under this Section 4.4(a), Grantor must give Grantee written notice with respect to any such overpayment, together with supporting information and data.
- (b) Any amount not paid by Grantor to Grantee with respect to the Net Profits Interest when due shall bear, and Grantor hereby agrees to pay, interest at the Prime Rate from the due date until such amount has been paid. Grantor shall give Grantee written notice with respect to any such past due payment, together with supporting information and data.

Section 4.5 <u>Statements</u>. For each Payment Period, Grantor shall deliver to Grantee a statement ("<u>Monthly Statement</u>") showing the NPI Calculation with respect to the Payment Period on or before the last day of the month that follows such period. Additionally, the Monthly Statement delivered in July shall also show the computation of the NPI Calculation for the preceding calendar year. In order for Grantee to take exception to any item or items included in any Monthly Statement, Grantee must notify Grantor in writing within one hundred and twenty (120) days after the end of the calendar year with respect to which such Monthly Statement relates. Such notice must set forth in reasonable detail the specific Debits or Credits to which exception is taken. Adjustments shall be made for all exceptions that are agreed to by the Parties. All matters contained in Monthly Statements that are not objected to by Grantee in the manner provided by this Section 4.5 shall be conclusively deemed correct.

Section 4.6 <u>Information; Access</u>. Grantor shall maintain true and correct books, records and accounts of (a) all transactions required or permitted by this Conveyance (including

all financial information necessary to reflect such transactions), and (b) the financial information necessary to make the NPI Calculation with respect to any Payment Period. Grantee or its representative, at Grantee's expense and upon reasonable prior written notice, may inspect and copy such books, records, and accounts, and such other documents, contracts and information as may be reasonably requested by Grantee, in Grantor's office during normal business hours. At Grantee's request, subject to applicable restrictions on disclosure and transfer of information, Grantor shall give Grantee and its designated representatives reasonable access in Grantor's office during normal business hours to (i) all production data in Grantor's possession or Grantor's Affiliates' possession, relating to operations on the Subject Interests, and (ii) all reserve reports and reserve studies in the possession of Grantor or of Grantor's Affiliates, relating to the Subject Interests, whether prepared by Grantor, by Grantor's Affiliates, or by consulting engineers. GRANTOR MAKES NO (AND GRANTEE HEREBY WAIVES ANY) REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF ANY SUCH DATA, REPORTS, OR STUDIES REFERRED TO IN THIS SECTION 4.6 AND GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE OR ANY OTHER PERSON RESULTING FROM SUCH DATA, STUDIES, OR REPORTS OR THE USE THEREOF.

# ARTICLE V OPERATION OF THE SUBJECT INTERESTS

#### Section 5.1 Operations.

- (a) To the extent that it has the right to do so under the terms of any lease, operating agreement or similar instrument affecting or pertaining to the Subject Interests, Grantor shall conduct and carry on, or use commercially reasonable efforts to cause the operator thereof to conduct and carry on, the operation and maintenance of the Subject Interests in the same manner as a reasonably prudent operator in the State in which the applicable portion of the Subject Interests is located would under the same or similar circumstances acting with respect to its own properties (without regard to the existence of the Net Profits Interest).
- (b) As to any third Person, the acts of Grantor shall be binding on Grantee, and it shall not be necessary for Grantee to join with Grantor in the execution or ratification of any operating agreement, unit operating agreement, contract for development, or similar instrument affecting or pertaining to any of the Subject Interests.
- (c) Grantee acknowledges that Grantor is not the only undivided interest owner in the properties underlying the Subject Interests. As such, Grantee agrees that the acts or omissions of Grantor's co-owners shall not be deemed to constitute a violation of the provisions of Section 5.1(a), nor shall any action required by a vote of co-owners be deemed to constitute such a violation so long as Grantor has voted its interest in a manner designed to comply with Section 5.1(a).
- (d) WITHOUT LIMITING THE FOREGOING, (i) THE PARTIES ACKNOWLEDGE THAT GRANTEE HAS NO RIGHT OR POWER TO PROPOSE THE DRILLING OF A WELL OR ANY OTHER OPERATIONS, TO DETERMINE THE TIMING OR SEQUENCE OF ANY OPERATIONS, TO COMMENCE OR SHUT DOWN

PRODUCTION, TO TAKE OVER OPERATIONS, OR TO SHARE IN ANY OPERATING DECISION WHATSOEVER OR IN ANY DECISION PERTAINING TO THE MARKETING AND SALE OF PRODUCTION WHATSOEVER AND, (ii) THE PARTIES HEREBY EXPRESSLY NEGATE ANY INTENT TO CREATE (AND THIS CONVEYANCE SHALL NEVER BE CONSTRUED AS CREATING) A MINING OR OTHER PARTNERSHIP OR JOINT VENTURE OR OTHER RELATIONSHIP SUBJECTING GRANTOR AND GRANTEE TO JOINT LIABILITY OR ANY OTHER DUTIES BETWEEN GRANTOR AND GRANTEE (EXCEPT THOSE EXPRESSLY SET FORTH HEREIN).

#### Section 5.2 Pooling and Unitization

- (a) Certain of the Subject Interests may have been heretofore pooled or unitized for the production of Hydrocarbons. Such Subject Interests are and shall be subject to the terms and provisions of such pooling or unitization agreements, and this Conveyance shall apply to and affect only the production of Hydrocarbons from such units which accrues to such Subject Interests under and by virtue of the applicable pooling and unitization agreements.
- (b) Grantor shall have (without further consent of or notice to Grantee) the right to pool or unitize all or any of the Subject Interests (and the Net Profits Interest) and to alter, change, amend or terminate any pooling or unitization agreements heretofore or hereafter entered into, as to all or any part of the lands covered by the Leases, as to one or more of the formations or horizons thereunder, when, in the reasonable judgment of Grantor, it is necessary or advisable to do so in order to facilitate the orderly development of the Subject Interests or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells or proration of the production therefrom. For purposes of computing Net Profits, there shall be allocated to the Subject Interests included in such unit a pro rata portion of the Hydrocarbons produced from the pooled unit on the same basis that production from the pool or unit is allocated to other working interests in such pool or unit by virtue of the applicable pooling or unitization agreement. The interest in any such unit allocable to the Subject Interests included therein shall become a part of the Subject Interests and shall be subject to the Net Profits Interest.

Section 5.3 Non-Consent. Grantor shall have (without the further consent of or notice to Grantee) the right to elect not to participate in any operations that are to be conducted under the terms of any operating agreement, unit operating agreement, contract for development, or similar instrument affecting or pertaining to any of the Subject Interests. If Grantor elects to be a non-participating party under any such arrangement with respect to any operation on any portion of the Subject Interests or elects to be an abandoning party with respect to a Subject Well, the consequence of which election is that Grantor's interest in such Subject Well is temporarily (*i.e.*, during a recoupment period) or permanently relinquished to the parties participating in such operations, or electing not to abandon such Subject Well, then the costs and proceeds attributable to such relinquished interest shall not, for the period of such relinquishment (which may be a continuous and permanent period), be debited or credited to the Net Profits Account and such relinquished interest shall not, for the period of such relinquishment, be considered to be subject to the Net Profits Interest. Notwithstanding the foregoing, Grantor shall not elect, as to any portion of the Subject Interests, to be a non-participating party with respect to any operation

contemplated in this Section 5.3 in the event any Affiliate of Grantor will also be a participating party in such operation.

Section 5.4 <u>Marketing</u>. Grantor shall have exclusive charge and control of the marketing of all Subject Hydrocarbons. Grantor shall market or cause to be marketed all commercial quantities of the Subject Hydrocarbons in accordance with Section 5.1(a), and shall not be entitled to deduct from the calculation of the Net Profits any fee for marketing the Subject Hydrocarbons allocable to the Net Profits Interest other than fees for marketing paid to non-Affiliates. Grantor shall not enter into any Hedges (other than the Existing Hedges) with respect to the Subject Hydrocarbons from and after the Effective Time or modify or terminate the Existing Hedges. Grantee shall have no right to take in kind any Subject Hydrocarbons.

Section 5.5 <u>Leases</u>. Grantor shall have the right to renew, extend, modify, amend or supplement the Leases with respect to any of the lands or depths covered thereby without the consent of Grantee. The Net Profits Interest shall apply to all such renewals, extensions, modifications, amendments and supplements of the Leases (but solely as to all lands and depths described in the predecessor lease and in which Grantor had an interest under the predecessor lease), and no renewal, extension, modification, amendment, or supplement shall adversely affect any of Grantee's rights hereunder. Any fees payable with respect to such renewal, extension, modification, amendment or supplement shall be considered Gross Deductions for purposes hereof. Grantor shall promptly furnish Grantee with written notice of any renewal, extension, modification, amendment, or supplementation that materially affects the Net Profits Interest identifying the location and the acreage covered thereby.

Section 5.6 <u>Abandonment</u>. Grantor shall have (without the further consent of or notice to Grantee) the right to release, surrender or abandon its interest in any portion of the Subject Interests that Grantor reasonably believes, in accordance with the standard set forth in Section 5.1(a), will no longer produce (or be capable of producing) Subject Hydrocarbons in paying quantities. The effect of such release, surrender or abandonment will be to release, surrender or abandon the Net Profits Interest insofar as the Net Profits Interest covers the applicable portion of the Subject Interests so released, surrendered or abandoned by Grantor. Following any such release, surrender or abandonment, Grantor will promptly notify Grantee in writing of the portion of the Subject Interests that has been released, surrendered or abandoned, and the date on which such release, surrender or abandonment has occurred. Further, Grantor shall have the right to release, surrender or abandon any portion of the Subject Interests if (a) such release, surrender or abandonment is necessary for health, safety or environmental reasons, or (b) the Subject Hydrocarbons that would have been produced from the released, surrendered or abandoned portion of the Subject Interests would reasonably be expected to be produced from Subject Wells located on the remaining portion of the Subject Interests.

Section 5.7 <u>Contracts with Affiliates</u>. Grantor and its Affiliates may perform services and furnish supplies or equipment with respect to the Subject Interests that are required to operate the Subject Interests and treat the costs of such services or furnishing of such supplies or equipment as Gross Deductions for purposes hereof. The terms of the provision of such services or furnishing of supplies or equipment shall be substantially similar to those terms available from non-Affiliates in the same area as the applicable portion of the Subject Interests that are engaged in the business of rendering comparable services or furnishing comparable equipment and

supplies, taking into consideration all such terms, including the price, term, condition of supplies or equipment, and availability of supplies or equipment.

Section 5.8 No Personal Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONVEYANCE, GRANTEE SHALL NEVER BE PERSONALLY RESPONSIBLE FOR THE PAYMENT OF ANY PART OF THE LOSSES, COSTS, EXPENSES, LIABILITIES OR DAMAGES INCURRED IN CONNECTION WITH THE EXPLORING, DEVELOPING, OPERATING AND MAINTAINING OF THE SUBJECT INTERESTS, AND, SUBJECT TO SECTION 4.1(d), ALL SUCH LOSSES, COSTS, EXPENSES, LIABILITIES OR DAMAGES SHALL, TO THE EXTENT THE SAME RELATE TO ACTS, OMISSIONS, EVENTS, CONDITIONS OR CIRCUMSTANCES OCCURRING FROM AND AFTER THE EFFECTIVE TIME, BE TREATED AS GROSS DEDUCTIONS FOR PURPOSES HEREOF.

Section 5.9 <u>Real Property Interest</u>. IT IS THE EXPRESS INTENT OF THE PARTIES THAT, AS TO SUBJECT INTERESTS LOCATED IN TEXAS AND NEW MEXICO, THE NET PROFITS INTEREST SHALL FOR ALL PURPOSES CONSTITUTE (AND THIS CONVEYANCE SHALL CONCLUSIVELY BE CONSTRUED FOR ALL PURPOSES AS CREATING) A SINGLE AND SEPARATE NON-POSSESSORY, NON-OPERATING, ROYALTY INTEREST IN AND TO THE SUBJECT INTERESTS AND A FULLY VESTED AND FULLY CONVEYED INTEREST IN REAL PROPERTY RUNNING WITH THE SUBJECT INTERESTS.

Section 5.10 Incorporeal Immovable and Real Right. IT IS THE EXPRESS INTENT OF THE PARTIES THAT, AS TO SUBJECT INTERESTS LOCATED IN LOUISIANA, THE NET PROFITS INTEREST SHALL FOR ALL PURPOSES CONSTITUTE (AND THIS CONVEYANCE SHALL CONCLUSIVELY BE CONSTRUED FOR ALL PURPOSES AS CREATING) A SINGLE AND SEPARATE NON-POSSESSORY, NON-OPERATING, ROYALTY INTEREST (IN THE FORM OF AN OVERRIDING ROYALTY) IN AND TO THE SUBJECT INTERESTS AND A FULLY VESTED AND FULLY CONVEYED INCORPOREAL IMMOVABLE AND A REAL RIGHT IN THE SUBJECT INTERESTS.

#### ARTICLE VI TRANSFERS AND CHARGES

Section 6.1 Assignment by Grantor Subject to Net Profits Interest.

## (a) Right to Sell.

(i) Grantor may from time to time Transfer its interest in the Subject Interests, or any part thereof or undivided interest therein, subject to the Net Profits Interest and this Conveyance. Subject to Section 6.1(a)(ii), Grantor shall cause the assignee, purchaser, transferee or grantee of any such transaction to take the affected Subject Interests subject to the Net Profits Interest and this Conveyance and, from and after the actual date of any such Transfer, to assume Grantor's obligations under this Conveyance with respect to such Subject Interests.

- (ii) Notwithstanding the foregoing, Grantor may from time to time Transfer to non-Affiliates of Grantor, free and clear of the Net Profits Interest and this Conveyance, any of the Subject Interests that accounts for less than or equal to 0.25% of the total production of Subject Hydrocarbons from the Subject Interests in the preceding twelve (12) month period. The aggregate Fair Value of all portions of the Net Profits Interest released in connection with such Transfers shall not exceed an aggregate Fair Value of five hundred thousand dollars (\$500,000) during any consecutive twelve (12) month period. In the event of any such Transfer, (A) the Gross Fair Value of the released portion of the Net Profits Interest shall be considered an Offset Amount for purposes hereof during the Payment Period in which the Transfer occurs, and (B) Grantee shall, upon receiving a written request from Grantor, immediately prior to any such Transfer, execute, acknowledge, and deliver to Grantor a recordable instrument (reasonably acceptable to Grantor) that terminates and releases the Net Profits Interest with respect to the Subject Interests being Transferred.
- (b) <u>Effect of Sale</u>. From and after the actual date of any of the Transfers described in Section 6.1(a) by Grantor, Grantor (and in the case of Section 6.1(a)(ii) only, any grantee, purchaser, transferee or grantee of the Subject Interests) shall be relieved of all obligations, requirements, and responsibilities arising under this Conveyance with respect to the Subject Interests Transferred, except for those that accrued prior to such date.
- (c) <u>Allocation of Consideration</u>. Grantee is not entitled to receive any share of the sales proceeds received by Grantor in any transaction permitted by this Section 6.1.
- (d) <u>Separate Interest</u>. Effective on the effective date of any Transfer of any Subject Interest pursuant to this Section 6.1, Gross Profits, Excluded Proceeds, Net Deductions, Gross Deductions, Offset Amounts and Net Profits shall thereafter be calculated and determined separately (by the assignee, purchaser, transferee or grantee) with respect to such Subject Interests; and Debits and Credits during each Payment Period in respect of the Subject Interests Transferred shall reflect items received or incurred by the assignee, purchaser, transferee or grantee, and shall be calculated in accordance with Article IV hereof.

Section 6.2 Release of Other Properties. Notwithstanding anything herein to the contrary, in the event that any Person notifies Grantor that, pursuant to a Prior Reversionary Interest, Grantor is required to convey all or any portion of the Subject Interests (or the Net Profits Interest with respect to all or any portion of the Subject Interests) to such Person or cease production from any Subject Well, Grantor shall have the right (without further consent or notice to Grantee) to provide such conveyance with respect to such portion of the Subject Interests (or the Net Profits Interest with respect to such portion of the Subject Interests) or permanently cease production from any such Subject Well. If in connection with any such conveyance or permanent cessation of production pursuant to any Prior Reversionary Interest, Grantor receives compensation attributable to all or any portion of the Net Profits Interest ("Reversionary Compensation"), an amount equal to the Gross Reversionary Compensation shall be considered an Offset Amount for purposes hereof during the Payment Period in which Grantor receives the Reversionary Compensation. In connection with any such conveyance or permanent cessation of production, Grantee shall, on request, immediately prior to such event, execute, acknowledge, and deliver to Grantor a recordable instrument (reasonably acceptable to Grantor) that terminates

and releases the Net Profits Interest with respect to any such portion of the Subject Interests or Subject Well, as applicable, to Grantor. From and after the actual date of any such conveyance or permanent cessation of production, Grantor and any grantee, purchaser, transferee or grantee of such Subject Interest (or the Net Profits Interest with respect to such Subject Interest) shall be relieved of all obligations, requirements, and responsibilities arising under the Net Profits Interest or this Conveyance with respect to such portion of the Subject Interests, except for those that accrued prior to such date.

Section 6.3 Mortgages and Security Interests. Nothing herein shall prevent Grantor from granting a lien, mortgage, security interest or other charge in Grantor's interest in any property, including the Subject Interests and the Subject Hydrocarbons. Grantor agrees that it shall cause each agreement, indenture, bond, deed of trust, filing, application or other instrument that creates or purports to create a lien, mortgage, security interest or other charge secured by the Subject Interests, the Subject Hydrocarbons or the proceeds from the sale of the Subject Hydrocarbons to include an express agreement and acknowledgement by the parties thereto that the Net Profits Interest is senior in right of payment and collection to any and all obligations created thereby in respect of the Subject Interests, the Subject Hydrocarbons or the proceeds from the sale of the Subject Hydrocarbons. The preceding sentence shall not apply to any agreement, indenture, bond, deed of trust, filing, application or other instrument that creates a lien, mortgage, security interest or other charge secured by not more than Grantor's residual interest in the Subject Interests, the Subject Hydrocarbons or the proceeds from the sale of the Subject Hydrocarbons.

Section 6.4 <u>Rights of Mortgagee</u>, <u>Pledgee or Trustee</u>. If Grantee shall at any time execute a mortgage, pledge or deed of trust covering all or part of the Net Profits Interest, the mortgagee(s), pledge(s) or trustee(s) therein named or the holder of any obligation secured thereby shall be entitled, to the extent such mortgage, pledge or deed of trust so provides, to exercise all the rights, remedies, powers, and privileges conferred upon Grantee by the terms of this Conveyance and to give or withhold all consents required to be obtained hereunder by Grantee, but the provisions of this Section 6.4 shall in no way be deemed or construed to impose upon Grantor any obligation or liability undertaken by Grantee under such mortgage, pledge or deed of trust or under any obligation secured thereby.

Section 6.5 <u>Assignment or Mortgage by Grantee</u>. Grantee shall provide Grantor with written notice of any Transfer, mortgage or pledge of all or any portion of the Net Profits Interest. No such Transfer, mortgage or pledge will affect the method of computing Gross Profits, Excluded Proceeds, Net Deductions, Gross Deductions, Offset Amounts or Net Profits, or impose any additional obligation or liability on Grantor. Grantor shall never be obligated to pay the NPI Payout (or portions thereof) to more than one Person. If more than one Person is ever entitled to receive payment of any part of the NPI Payout, Grantor may suspend payments of the NPI Payout until the concurrent owners or claimants of the Net Profits Interest or the right to receive payment of the NPI Payout appoint one Person in writing to receive all payments of the Net Profits on their behalf. Grantor may thereafter conclusively rely upon the authority of that Person to receive payments of the NPI Payout and shall be under no further duty to inquire into the authority or performance of such Person.

#### ARTICLE VII MISCELLANEOUS

Section 7.1 <u>Notices</u>. All notices and other communications which are required or may be given pursuant to this Conveyance must be given in writing, in English and delivered personally, by courier, by telecopy or by registered or certified mail, postage prepaid, as follows:

If to Grantor:

Enduro Operating LLC 777 Main Street, Suite 800 Fort Worth, Texas 76102 Attention: Jon S. Brumley Facsimile No.: (817) 529-8450

If to Grantee:

Enduro Texas LLC 777 Main Street, Suite 800 Fort Worth, Texas 76102 Attention: Jon S. Brumley Facsimile No.: (817) 529-8450

Either Party may change its address for notice by notice to the other Party in the manner set forth above. All notices shall be deemed to have been duly given at the time of receipt by the Party to which such notice is addressed.

Section 7.2 <u>Ownership of Certain Property</u>. The Net Profits Interest does not include any right, title, or interest in and to any personal property, fixtures, or equipment and is exclusively an interest in and to the Subject Interests and the Subject Hydrocarbons.

Section 7.3 Non-Recourse. Grantee shall look solely to the Net Profits for the satisfaction and discharge of the Net Profits Interest and, except in the event of Grantor's failure to pay as required by Section 4.3, Grantor shall not be liable for such satisfaction or discharge. Grantor shall not have any liability (and Grantee shall have no recourse or remedy against Grantor) in the event that the Subject Interests terminate without having generated the Subject Hydrocarbons, Net Profits or NPI Payouts that are expected to be generated during the term of the Net Profits Interest.

Section 7.4 <u>Payments</u>. Grantor shall transfer or cause to be transferred all monies to which Grantee is entitled hereunder by Federal funds wire transfer not later than the date when due, to Grantee at the bank account specified by Grantee in writing to Grantor.

Section 7.5 Amendments. This Conveyance may not be amended, altered or modified except pursuant to a written instrument executed by the Parties.

Section 7.6 <u>Further Assurances</u>. The Parties shall from time to time do and perform such further acts and execute and deliver such further instruments, conveyances, and documents as may be required or reasonably requested by the other Party to establish, maintain, or protect

the respective rights and remedies of the Parties and to carry out and effectuate the intentions and purposes of this Conveyance.

Section 7.7 <u>Waivers</u>. Any failure by either Party to comply with any of its obligations, agreements or conditions herein contained may be waived by the Party to whom such compliance is owed by an instrument signed by such Party and expressly identified as a waiver, but not in any other manner. No waiver of, or consent to a change in, any of the provisions of this Conveyance shall be deemed or shall constitute a waiver of, or consent to a change in, other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 7.8 <u>Severability</u>. The invalidity or unenforceability of any term or provision of this Conveyance in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction and the remaining terms and provisions shall remain in full force and effect, unless doing so would result in an interpretation of this Conveyance which is manifestly unjust.

Section 7.9 No Partition. The Parties acknowledge that Grantee has no right or interest that would permit Grantee to partition any portion of the Subject Interests, and Grantee hereby waives any such right.

Section 7.10 <u>Governing Law</u>. EXCEPT WHERE PROHIBITED BY THE LAW OF THE STATE IN WHICH THE RELEVANT SUBJECT INTERESTS ARE LOCATED, THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICTS OF LAW RULES OR PRINCIPLES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 7.11 <u>Rule Against Perpetuities</u>. It is not the intent of the Parties that any provision herein violate any applicable law regarding the rule against perpetuities or other rules regarding the vesting or duration of estates, and this Conveyance shall be construed as not violating any such rule to the extent the same can be so construed consistent with the expressed intent of the Parties as set forth herein. In the event, however, that any provision hereof is determined to violate any such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To extent that the maximum period is permitted to be determined by reference to "lives in being," the Parties agree that "lives in being" shall refer to the lifetime of the last survivor of the descendents of the late Joseph P. Kennedy (the father of the late John F. Kennedy, the 35th President of the United States of America) living as of the Effective Time.

Section 7.12 <u>Tax Matters</u>. Without limiting the disclaimer in Section 5.1(d)(ii), nothing herein contained shall be construed to constitute a partnership or to cause either Party (under state law or for tax purposes) to be treated as being the agent of, or in partnership with, the other party. Grantor may cause to be withheld from any payment hereunder any tax withholding required by law or regulations, including, in the case of any withholding obligation arising from

income that does not give rise to any cash or property from which any applicable withholding tax could be satisfied, by way of set off against any subsequent payment of cash or property hereunder.

Section 7.13 <u>Counterparts</u>. This Conveyance may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Conveyance. To facilitate recordation, there may be omitted from the Exhibits to this Conveyance in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

Section 7.14 <u>Conspicuous</u>. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE OR ENFORCEABLE, THE PROVISIONS IN THIS CONVEYANCE IN ALL CAPS FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW.

Section 7.15 <u>Binding Effect</u>. All the covenants, restrictions and agreements of Grantor herein contained shall be deemed to be covenants running with the Subject Interests and the lands affected thereby. All of the provisions hereof shall inure to the benefit of Grantee and its successors and assigns and shall be binding upon Grantor and its successors and assigns and all other owners of the Subject Interests or any part thereof or any interest therein.

Section 7.16 <u>Limitation on Damages</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NONE OF GRANTOR, GRANTEE OR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE ENTITLED TO SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS CONVEYANCE, AND EACH PARTY, FOR ITSELF AND ON BEHALF OF ITS AFFILIATES, HEREBY EXPRESSLY WAIVES ANY RIGHT TO SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS CONVEYANCE AND THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.17 <u>Term</u>. The Net Profits Interest shall remain in full force and effect as long as any portion of the Subject Interests is in full force and effect. At any time after the termination of the Net Profits Interest, Grantee shall, upon the request of Grantor, execute and deliver such instruments as may be necessary to evidence the termination of the Net Profits Interest.

Section 7.18 No Third Party Beneficiaries. Nothing in this Conveyance shall entitle any Person other than the Parties to any claims, cause of action, remedy or right of any kind.

Section 7.19 <u>Construction</u>. The Parties acknowledge that (a) Grantor and Grantee have had the opportunity to exercise business discretion in relation to the negotiation of the details of the transaction contemplated hereby, (b) this Conveyance is the result of arms-length negotiations from equal bargaining positions, and (c) Grantor and Grantee and their respective counsel participated in the preparation and negotiation of this Conveyance. Any rule of

construction that a document be construed against the drafter shall not apply to the interpretation or construction of this Conveyance.

Section 7.20 <u>Merger Clause</u>. This Conveyance (together with the Grantee Merger) constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 7.21 <u>Reliance by Third Parties</u>. No third party (including operators, production purchasers and disbursing parties) is responsible for calculating or separately reporting and paying to Grantee any sums that are potentially attributable to the Net Profits Interest; and such third parties may include the interest of Grantee within the interest credited to Grantor for all purposes. Grantor shall attend to the actual distribution of the NPI Payout to Grantee as provided in this Conveyance. To the extent that any provision of a state oil and gas proceeds payment statute requires an operator, production purchaser or disbursing party to account for and separately pay proceeds of production attributable to the Net Profits Interest, Grantor and Grantee specifically (a) authorize such third parties to include the Net Profits Interest within the interest credited to Grantor, and (b) waive the application of such statute, to the extent possible, and such payment shall be made to Grantor directly. No third party shall be under any obligation to inquire as to, or to see to, the application by Grantor of the proceeds received by it from any sale of production attributable to the Net Profits Interest.

[Signature Page Follows]

undersigned competent witnesses and Notary Public.	, G
WITNESSES:	GRANTOR:
	Enduro Operating LLC
By: /s/ Andrew Law Printed Name: Andrew Law	By: Enduro Resource Partners LLC, its sole member
By: /s/ Adrian Milton Printed Name: Adrian Milton	By: /s/ Jon S. Brumley Name: Jon S. Brumley Title: President and Chief Executive Officer
[Signature Page — Co	onveyance]

IN WITNESS WHEREOF, this Conveyance has been signed by each of the Parties on the Execution Date and duly acknowledged before the

WITNESSES:	Enduro Texas LLC
By: /s/ Andrew Law Printed Name: Andrew Law	By: Enduro Resource Partners LLC, its sole member
By: /s/ Adrian Milton	By: /s/ Jon S. Brumley
Printed Name: Adrian Milton	Name: Jon S. Brumley
	Title: President and Chief Executive Officer
[Signature Pa	ge — Conveyance]

STATE OF TEXAS § COUNTY OF HARRIS

§

BE IT KNOWN, that on this 1st day of November, 2011, before me, the undersigned authority, personally came and appeared Jon S. Brumley appearing herein in his capacity as President and Chief Executive Officer of Enduro Resource Partners LLC, the sole member of Enduro Operating LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said company, and declared and acknowledged to me, Notary, that Jon S. Brumley executed the same on behalf of said company with full authority of its board of managers, and that the said instrument is the free act and deed of the said company and was executed for the uses, purposes and benefits therein expressed.

/s/ Karen Harris
Printed Name: Karen Harris
Notarial Identification Number
Notary Public for the State of Texas
County of Harris

My commission expires: May 10, 2014

[Acknowledgement Page — Conveyance]

STATE OF TEXAS §

COUNTY OF HARRIS §

BE IT KNOWN, that on this 1st day of November, 2011, before me, the undersigned authority, personally came and appeared Jon S. Brumley appearing herein in his capacity as President and Chief Executive Officer of Enduro Resource Partners LLC, the sole member of Enduro Texas LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said company, and declared and acknowledged to me, Notary, that Jon S. Brumley executed the same on behalf of said company with full authority of its board of managers, and that the said instrument is the free act and deed of the said company and was executed for the uses, purposes and benefits therein expressed.

/s/ Karen Harris
Printed Name: Karen Harris
Notarial Identification Number
Notary Public for the State of Texas

My commission expires: May 10, 2014

 $[Acknowledgement\ Page -- Conveyance] \\$ 

## **EXHIBIT A**

# ATTACHED TO AND MADE A PART OF THAT CERTAIN FORM OF CONVEYANCE OF NET PROFITS INTEREST BY AND BETWEEN ENDURO OPERATING LLC AND ENDURO TEXAS LLC DATED EFFECTIVE JUNE 1, 2011

## **Permian New Mexico Leases**

ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
NM	CHAVES	C.913606.000	USA NM-17577	ROBERT J MCDONALD	2/1/1973	NM	CHAVES				T14S R27E SEC 14: N2
NM	CHAVES	C.913614.000	USA NM-17214	MARY JANE BLACK	8/1/1973	NM	CHAVES				T14S R27E SEC 14: SWSE, SESW SEC 23: SE
NM	EDDY	30.00002.000	ST OF NM OG-784	SUN-RAY MID- CONTINENT	4/16/1957	NM	EDDY	80	139		T19S R28E SEC 12: S2 SE SEC 13: N2 NW
NM	EDDY	30.00003.000	ST OF NM E-4397	SUN-RAY MID- CONTINENT	10/10/1950	NM	EDDY	258	718		T19S R28E SEC 12 N2 SE4
NM	EDDY	30.00004.000	USA NMNM-057643	RONADERO COMPANY	1/1/1984	NM	EDDY				T16S — R30E SEC 14: SE4 NW4
NM	EDDY	30.00005.000	USA NM-0428657	T A FRASER	9/1/1963	NM	EDDY	136	267		T19S — R28E SEC 34 W2
NM	EDDY	30.00007.000	USA NMNM-011327	JANET E SIDWELL	3/1/1970	NM	EDDY				T16S R30E SEC 14: SW4, N2 NW4, SW4 NW4
NM	EDDY	30.00008.000	ST OF NM LG-1101	ALLIED CHEMICAL	3/1/1973	NM	EDDY				T18S R31E SEC 16: SE4 SW4, SE4 SE4, N2 SW4
NM	EDDY	30.00015.000	USA NM NM-0473362	GEO A LAUCK	1/1/1964	NM	EDDY				T19S R28E SEC 34: E2
NM	EDDY	30.00017.000	USA NM LC-029420-B	SKELLY OIL COMPANY	4/30/1938	NM	EDDY	93	203		T17S R31E SEC 33: N2
NM	EDDY	30.00018.000	USA NM LC 0 063621	VAN S WELCH ET AL	12/1/1948	NM	EDDY	76	95		T18S 30E SEC 17: NW4 NW4
NM	EDDY	30.00019.000	USA NM LC 0 063621A	VAN S WELCH ET AL	12/1/1948	NM	EDDY	76	95		T18S R30E SEC 17: E2 NW4, NE
NM	EDDY	30.00020.000	ST OF NM V07296 0000	SAMSON RESOURCES COMPANY	2/1/2005	NM	EDDY	586	143	0502279	T26S R26E SEC 16: E2
NM	EDDY	30.00021.000	ST OF NM V07297 0000	SAMSON RESOURCES COMPANY	2/1/2005	NM	EDDY	586	147	0502280	T26S R26E SEC 16: W2
NM	EDDY	30.00022.000	ST OF NM VB0637 0000	SAMSON RESOURCES COMPANY	3/1/2005	NM	EDDY	590	979	0504072	T25S R25E SEC 36: E2
NM	EDDY	30.00024.000	ST OF NM VB0650 0000	SAMSON RESOURCES COMPANY	4/1/2005	NM	EDDY	592	917	0504883	T25S R25E SEC 36: W2
NM	EDDY	30.00025.00A	CORN KATHRYN HUNTER	DEPCO INC	11/18/1975	NM	EDDY	132	433		T18S R26E SEC 26: NE4
NM	EDDY	30.00025.00B	HUNTER, WAYNE L	DEPCO INC	11/18/1975	NM	EDDY	132	435		T18S R26E SEC 26: NE4
NM	EDDY	30.00025.00C	HUNTER KENNETH ET UX	DEPCO INC	11/18/1975	NM	EDDY	132	437		T18S R26E SEC 26: NE4
NM	EDDY	30.00025.00D	HUNTER MARGARET	DEPCO INC	11/18/1975	NM	EDDY	132	439		T18S R26E SEC 26: NE4
NM	EDDY	C.088903.000	USA LC-029392-B	CLARENCE E HINKLE	12/29/1939	NM	EDDY	14	494		T18S R31E SEC 27: SWNW
NM	EDDY	C.089302.000	USA NMNM-055493	AMOCO PRODUCTION COMPANY	11/1/1991	NM	EDDY				T19S R31E SEC 10: SE
NM	EDDY	C.160502.000	USA NMLC-028375-B	WILLIAM F DAUGHERITY CONOCO INC	2/1/1999	NM	EDDY	360	839	999493	T17S R27E SEC 4: S2SW, N2SE
NM	EDDY	C.910138.000	USA NM-05470-C	EDGAR F PURYEAR ET AL	6/1/1951	NM	EDDY				T19S R31E SEC 15: NESE
NM	EDDY	C.910707.000	STATE OF NEW MEXICO E1-0083-001	T A FOSTER	5/15/1956	NM	EDDY	79	414		T20S R25E SEC 16: ALL
NM	EDDY	C.910749.000	USA NMLC-063245-A	LUCILLE PARKER	11/1/1951	NM	EDDY				T21S R24E SEC 19: NWNE, SWNE, SENE
NM	EDDY	C.911278.000	USA NMLC-063246-B	SUE M WINSTON	1/1/1951	NM	EDDY				T21S R24E SEC 19: SWNW

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						RECORDED	RECORDED				
NM	EDDY	LEASE NO C.911784.000	USA NM-0553906	E B HALL	8/1/1964	ST NM	EDDY	BOOK 164	PAGE 298	ENTRY	DESCRIPTION T21S R31E
											SEC 30: LOT 1 (39.28), LOT 2 (39.36), LOT 3 (39.44), LOT 4 (39.52), E2W2, W2SE, NESE SEC 31: LOT 1 (39.58), LOT 2 (39.62), LOT 3 (39.66), LOT 4 (39.68), E2, E2W2
NM	EDDY	C.913541.000	USA NMNM-18613-A	WAYNE S AMES	7/1/1973	NM	EDDY	707	627	0710334	T24S R28E SEC 18: LOT 4, E2SW, SE SEC 18: SENW
NM	EDDY	C.916070.000	STATE OF NEW MEXICO V-3604	J R COLLINS INC PHILLIPS PETRO CO ET AL	3/1/1991	NM	EDDY	256	831	968297	T21S R31E SEC 35: ALL
NM	EDDY	C.916081.000	USA NM-0417696	C H THIERIOT	9/1/1963	NM	EDDY				T22S R31E SEC 3: LOT 1 (40.05), LOT 2 (39.92), LOT 3 (39.78), LOT 4 (39.65), S2N2, S2 SEC 4: LOT 1 (39.63), LOT 2 (39.75), LOT 3 (39.85), S2N2, S2
NM	EDDY	C.916379.000	USA NMNM-96231	POGO PRODUCING COMPANY	3/1/1996	NM	EDDY	263	933		T21S R31E SEC 33: ALL
NM	EDDY	200125	CONOCOPHILLIPS COMPANY	CAPSTONE OIL & GAS COMPANY, LP	8/1/2003	NM	EDDY				FARMOUT T20S R25E SEC 16: ALL
NM	LEA	30.00001.000	ST OF NM B-2287	SUN OIL COMPANY	12/11/1933	NM	LEA				T19S — R36E SEC 25: NE4 NE4, SE4 NE4
NM	LEA	30.00006.00A	GEODYNE NOMINEE CORPORATION	SAMSON RESOURCES COMPANY	6/9/1999	NM	LEA	1227	686		T20S — R37E SEC 11: E2
NM	LEA	30.00009.000	USA NM-40406	EVA G.MANNING	12/1/1972	NM	LEA				T20S — R33E SEC 12: N2 NE4 T20S — R34E SEC 6: LOTS 3-7, SE4 NW4, SE4, E2 SW4
NM	LEA	30.00010.000	USA NM-12413	M N HAHN	10/1/1952	NM	LEA				T19S — R32E SEC 25: NW4, SE4
NM	LEA	30.00011.000	USA NM NM-0 077006	W E BONDURANT JR	1/1/1952	NM	LEA	110	16		T19S — R32E SEC 24: SE4 SEC 25: NE4
NM	LEA	30.00012.00A	MAVEETY, W. B.	T R COWELL JR	6/8/1926	NM	LEA	4	449		T19S — R36E SEC 35: N2 SE4, SW4 SE4, W2 NE4, SE4 NE4
NM	LEA	30.00012.00B	SELBY, J. L.	A S EVEREST	6/11/1926	NM	LEA	8	130		T19S — R36E SEC 35: N2 SE4, SW4 SE4, W2 NE4, SE4 NE4
NM	LEA	30.00013.000	LAUGHLIN, MARTHA E ET AL	M W COLL	7/12/1928	NM	LEA	15	505		T20S — R37E SEC 4: NW4 SW4 SEC 5: NE4 SE4
NM	LEA	30.00014.000	BARR, J L ETUX	F S BLACKMAR	8/2/1928	NM	LEA	12	29		T19S — R36E SEC 24: SW4 SW4
NM	LEA	30.00016.000	ST OF NM V06211 1	ROLLA R HINKLE III	5/1/2001	NM	LEA	1102	654		T20S — R35E SEC 34: S2
NM	LEA	30.00023.000	USA NMNM 113415	SAMSON RESOURCES COMPANY	3/1/2005	NM	LEA				T19S — R33E SEC 24: SE4
NM	LEA	30.00029.000	GEODYNE NOMINEE CORPORATION	SAMSON RESOURCES COMPANY	6/1/2007	NM	LEA	1526	237		T20S — R37E SEC 11: E2 SEC 12: S2 N2, NE4 NE4, N2 S2 SEC 13: NW4, NE4 SW4, N2 NE4
NM	LEA	30.00030.00A	KYTE, C H ET UX	GULF OIL CORPORATION	6/14/1944	NM	LEA	53	40		T22S — R38E SEC 19: W2
NM	LEA	30.00031.00A	GILMORE, C. R. ET UX	GULF OIL CORPORATION	5/6/1944	NM	LEA	53	39		T22S — R38E SEC 19: W2
NM	LEA	30.00032.00A	GUTMAN, LOUIS ETAL	GULF OIL CORPORATION	5/17/1944	NM	LEA	52	112		T22S — R38E SEC 19: W2
NM	LEA	30.00033.00A	LONG, THOMAS	SHELL PETROLEUM CORPORATION	10/18/1934	NM	LEA	25	609		T22S — R37E SEC 11: SW4
NM	LEA	30.00034.00A	DAVID LAUGHLIN ET UX	M W COLL	8/20/1927	NM	LEA	8	174		T20S-R37E SEC 5: S/2 SE/4 SEC 8: NE4 NE4

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						RECORDED	RECORDED				
NM	COUNTY LEA	30.00035.00A	ST OF NM B0-2209-4	F WILLIAM KUTTER	11/7/1933	ST NM	COUNTY LEA	BOOK	PAGE	ENTRY	DESCRIPTION T19S-R37E
											SEC 21 NW/4 SW/4
NM	LEA	30.00036.00A	ST OF NM B0-2209-2	F WILLIAM KUTTER	11/7/1933	NM	LEA				T19S-R37E SEC 20: E/2 NE/4 SEC 21: W/2 NW/4
NM	LEA	30.M0001.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	MD00402000 — AN UNDIVIDED 1/4 INTEREST IN AND TO ALL 0F THE OIL, GAS AND OTHER MINERALS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 20 SOUTH, RANGE 37 EAST N.M.P.M.
											SECTION 12:N2 S2, S2 N2
NM	LEA	30.M0002.00A	WEIR, C H B	PEERLESS OIL & GAS COMPANY	2/1/1955	NM	LEA				MD00403000-AN UNDIVIDED 1/4 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 20 SOUTH, RANGE
											37 EAST N.M.P,M. SECTION 11:E2
NM	LEA	30.M0003.00A	HARRINGTON, D.D.	PEERLESS OIL & GAS COMPANY	9/22/1928	NM	LEA	12	261		MD00420000 — ALL OF ASSIGNOR'S UNDIVIDED INTERESTS IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER AND THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY; NEW MEXICO:
											TOWNSHIP 20 SOUTH, RANGE 36 EAST. N.M.P.M. SECTION 12: W2 E2, E2 W2
NM	LEA	30.M0004.00A	KYTE, C H ET UX	LEIGH TALIAFERRO	1/12/1935	NM	LEA	36	454		T19S — R36E SEC 25: W2 NW4 SEC 26: E2 NE4
NM	LEA	30.M0005.00A	WOLFE, H T ET UX	BARNSDALL OIL COMPANY	2/2/1928	NM	LEA	14	506		T215 — R37E SEC 1: LOT 1 (37.12), LOT 2 (37.11), LOT 5 (40.00), LOT 6 (40.00) LOT 7 (40.00), LOT 8 (40.00), LOT 9 (40.00), LOT 10 (40.00)
NM	LEA	30.M0006.00A	RH HUSTON AND WIFE LEONA HUSTON	F J DANGLADE	6/15/1934	NM	LEA	31	560		T19S — R37E SEC 7: NE4 SEC 21: SE4 NE4, E2 NW4, W2 NE4, N2 SE4, NE4 SW4
NM	LEA	30.M0006.00B	SHIPP, ELBERT	F J DANGLADE	6/15/1934	NM	LEA	193	451		T19S — R37E SEC 7: ALL T19S — R37E SEC 8: ALL
NM	LEA	30.M0007.00A	COOPER, J W ET UX	F J DANGLADE	6/15/1934	NM	LEA	31	603		SEC 8: ALL T20S — R37E SEC 3: NW4
NIM	LEA	20 M0009 00 4	KEOHANE, B M ET UX	DEEDI ECC OIL % CAC	2/2/1025	NM	IFA	26	E07		SEC 4: NE4 NE4
NM	LEA	30.M0008.00A	REUHAINE, B M E1 UX	PEERLESS OIL & GAS COMPANY	3/2/1935	NM NM NM	LEA LEA LEA	36 36 36	587 588 591		T19S R37E SEC 19: S2 NE4, SE4 NW4, LOT 2, NE4 NW4, N2 NE4 SEC 31: NW4 SE4, E2 SE4

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / CDANTEE	I FASE DATE	RECORDED	RECORDED	ROOK	PAGE	FNTDV	DESCRIPTION
ST NM	LEA	LEASE NO 30.M0009.00A	LESOR / GRANTOR SAMSON LONE STAR, LLC ET AL	LESSE / GRANTEE ENDURO OPERATING LLC	10/01/10	ST NM	COUNTY LEA	BOOK 1714	PAGE	ENTRY 26953	DESCRIPTION  MD00509000 — ALL INTERESTS IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS T16S R36E SEC 11:S2 SE4; SEC 12:SW4 SW4; SEC 13:N2 SW4, SE4, S2 NW4, N2 NW4, S2 NE4, NW4 NE4; SEC 14:NE4 T16S R37E SEC 31:LOT 2, LOT 3, LOT 6, LOT 7; SEC 10:SE4; SEC 11:S2, NW4; SEC 14:E2; SEC 18:SW4 SE4, E2 NE4 SW4, LOT 3; SEC 19:NW4 NE4, NE4 NW4; SEC 23:NE4 T16S R38E SEC 34:E2 NW4, NE4; SEC 35:N2 T19S R35E SEC 5:SE4; SEC 9:W2 SW4, SW4 NW4; SEC 23:NE4 T19S R35E SEC 5:SE4; SEC 9:W2 SW4, SW4 NW4; SEC 23:NE4 T19S R36E SEC 27:SE4 SE4, N2 SE4; SEC 34:NW4 NW4, NW4, NW4, NW4, NW4, NW4, NW4, N
NM	LEA	30.M0010.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	MD00513000 — AN UNDIVUDED 13/48 INTEREST IN AND TO ALL 0F THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 19 SOUTH, RANGE 36 EAST. N.M.P.M.
NM	LEA	30.M0011.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 26:E2 SE4, SW4 SE4 MD00845000 — AN UNDIVIDED 15:64 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 19 SOUTH, RANGE 36 EAST, N.M.P.M. SECTION 25:W2 NW4
NM	LEA	30.M0012.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 25:W2 NW4 MD00846000 — AN UNDIVIDED 17/64 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 19 SOUTH, RANGE 36 EAST, N.M.P.M. SECTION 25:NW4 SW4

						RECORDED	RECORDED				
ST NM	COUNTY LEA	LEASE NO 30.M0013.00A	LESSOR / GRANTOR SAMSON LONE STAR, LLC ET AL	LESSEE / GRANTEE ENDURO OPERATING LLC	<u>LEASE DATE</u> 10/1/2010	ST NM	COUNTY LEA	BOOK 1714	PAGE 657	ENTRY 26953	DESCRIPTION  MD00847000 — AN UNDIVIDED 15/64 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO:  TOWNSHIP 19 SOUTH RANGE 36
NM	LEA	30.M0014.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	EAST, N.M.P.M. SECTION 26:E2 NE4 MD00848000 — AN UNDIVIDED 3/32 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY,
NM	LEA	30.M0015.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING	10/1/2010	NM	LEA	1714	657	26953	TOWNSHIP 19 SOUTH RANGE 36 EAST N.MP.M. SECTION 26:W2 NE4 AND E2 NW4 MD00849000 — AN UNDIVIDED 5/64 INTEREST IN AND TO ALL
			EC ET AL	Lic							OF THE OIL, GAS AND OTHER MINERALS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, TOWNSHIP 19 SOUTH RANGE 36 EAST, N.M.P.M.
NM	LEA	30.M0016.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 35:W2 W2 AND E2 NW4 MD00855000,- AN UNDIVIDED 3/160 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY,
											TOWNSHIP 19 SOUTH RANGE 37 EAST, N.M.P.M. SECTION 19:LOT 2, SE4 NW4, S2 NE4
NM	LEA	30.M0017.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	MD00856000 AN UNDIVIDED 13/160 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAYBE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY,
											TOWNSHIP 19 SOUTH RANGE 37 EAST, N.M.P.M. SECTION 19:NE4 NW4, N2 NE4
NM	LEA	30.M0018.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	MD00857000 — AN UNDIVIDED 1/20 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW
											TOWNSHIP 19 SOUTH RANGE 37 EAST N.M.P.M. SECTION 31:NW4 SE4, E2 SE4
NM	LEA	30.M0019.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	MD00858000 — AN UNDIVIDED 3/128 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO:
											TOWNSHIP 19 SOUTH RANGE 37 EAST, N.M.P.M.
NM	LEA	30.M0020.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 31:N2 MD00861000 — AN UNDIVIDED 7/32 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 20 SOUTH RANGE 36 EAST N.M.P.M. SECTION 1:LOTS 1 AND 2, S2 NE4

						RECORDED	RECORDED				
NM	LEA	LEASE NO 30.M0021.00A	LESOR / GRANTOR SAMSON LONE STAR, LLC ET AL	LESSEE / GRANTEE ENDURO OPERATING LLC	10/1/2010	ST NM	COUNTY LEA	BOOK 1714	<u>PAGE</u> 657	ENTRY 26953	DESCRIPTION MD00862000 — AN UNDIVIDED 5/64 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 20 SOUTH RANGE 36 EAST, N.M.P.M.
NM	LEA	30.M0022.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 2:NW4 NW4 MD00866000 — AN UNDIVIDED 1/4 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 20 SOUTH RANGE 37 EAST, N.M.P.M.
NM	LEA	30.M0023.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 3: NW4 SW4, \$2 SW4 MD00868000 — AN UNDIVIDED 7/32 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 20 SOUTH RANGE 37 EAST N.M.P.M. SECTION 6:LOTS 3, 4 AND 5, AND SE4 NW4
NM	LEA	30.M0024.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	MD00871000 — AN UNDIVIDED 1/4 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER AND THAT MAY BE PRODUCED FROM THE.FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO:  TOWNSHIP 20 SOUTH RANGE 37 EAST N.M.P.M. SECTION 13:NW4, N2 NE4, NE4 SW4
NM	LEA	30.M0025.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SECTION 14:NE4 NE4 MD00900000 — AN UNDIVIDED 3/16 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 22 SOUTH, RANGE 36 EAST, N.M.P.M. SECTION 10:S2

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						RECORDED	RECORDED	2001			
ST NM	LEA	LEASE NO 30.M0026.00A	LESSOR / GRANTOR SAMSON LONE STAR, LLC ET AL	LESSEE / GRANTEE ENDURO OPERATING LLC	LEASE DATE 10/1/2010	ST NM	COUNTY LEA	BOOK 1714	PAGE	ENTRY 26953	DESCRIPTION  MD0093000 — AN UNDIVIDED 1,08695% INTEREST IN AND TO THE RIGHTS, TITLE AND INTEREST ACQUIRED BY ATLANTIC RICHFIELD COMPANY UNDER FARMOUT AGREEMENT AND ASSIGNMENT FROM SHELL OIL COMPANY, DATED SEPTEMBER 1, 1977, RECORDED IN BOOK, PAGE _, RECORDS OF LEA COUNTY, NEW MEXICO, COVERING OIL AND CASINGHEAD GAS RIGHTS IN AND UNDER CERTAIN OIL AND GAS INGHEAD GAS RIGHTS IN AND UNDER CERTAIN OIL AND GAS COVERING THE FOLLOWING DESCRIBED LANDS IN LEA COUNTY, NEW MEXICO:  TOWNSHIP 22 SOUTH, RANGE 36 EAST, N.M.P.M. SECTION 21:N2, SW4, AND W2 SE4  AND ALL OF THE INTEREST ACQUIRED BY FLUOR OIL AND GAS CORPORATION UNDER (1) ASSIGNMENT DATED EFFECTIVE AS OF MAY 28, 1978, RECORDED IN BOOK 369, PAGE 7 OF THE MISCELLANEOUS RECORDS OF LEA COUNTY, NEW MEXICO, FROM DALLAS MCCASSLAND, ET UX, AS ASSIGNOES, TO ATLANTIC RICHFIELD COMPANY, ET AL, AS ASSIGNES, AND (2) ASSIGNMENT DATED EFFECTIVE AS OF MAY 28, 1978, RECORDED IN BOOK 369, PAGE ET UX, AS ASSIGNES, AND (2) ASSIGNMENT DATED EFFECTIVE AS OF MAY 28, 1978, RECORDED IN BOOK 369, PAGE 5, MISCELLANEOUS RECORDS OF LEA COUNTY, NEW MEXICO, FROM MARY BLANCHE TODD, ET VIR, AS ASSIGNORS, TO ATLANTIC RICHFIELD COMPANY, ET AL, AS ASSIGNORS, TO ATLANTIC RICHFIELD COMPANY, ET AL, AS ASSIGNOES, TO ATLANTIC RICHFIELD COMPANY, ET AL, AS ASSIGNORS, TO ATLANTIC RICHFIELD COMPANY, ET AL; AS ASSIGNORS, TO ATLANTIC RICHFIELD COMPANY, ET AL; AS ASSIGNES, BOTH COVERING RIGHTS AND INTERESTS IN THE FOLLOWING DESCRIBED LANDS IN LEA COUNTY, NEW MEXICO: TOWNSHIP 22 SOUTH, RANGE 36 EAST, N.M.P.M. SECTION 21:N2, SW4, AND W2
NM	LEA	30.M0027.00A	SAMSON LONE STAR, LLC ET AL	ENDURO OPERATING LLC	10/1/2010	NM	LEA	1714	657	26953	SE4 MD00904000 — AN UNDIVIDED 1/16 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 22 SOUTH RANGE 36
NM	LEA	30.M0028.00A	SAMSON LONE STAR,	ENDURO OPERATING	10/1/2010	NM	LEA	1714	657	26953	EAST, N,M,PM, SECTION 21:W2 MD00905000 — AN UNDIVIDED
			LLCETAL	LLC							1/6 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AND MINERAL SUBSTANCES IN AND UNDER, AND THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS SITUATED IN LEA COUNTY, NEW MEXICO: TOWNSHIP 22 SOUTH, RANGE 36 EAST, N.M.P.M. SECTION 21:NE4, N2 SE4
NM	LEA	C.006630.000	USA LC-31740-A	A E MEYER	2/1/1951	NM	LEA				T21S R36E SEC 8: SW/4 SEC 17: S2NW, SW
NM	LEA	C.006631.000	USA LC-031740-B	LOIS E MEYER ET AL	10/1/1954	NM	LEA				SEC 18: NE, N2SE T21S R36E SEC 4: LOT 1 (38.08), LOT 2 (38.30), LOT 3 (38.50), LOT 6 (40), LOT 7 (40), LOT 8 (40), LOT 9 (40), LOT 10 (40), LOT 11 (40), LOT 14 (40), LOT 15 (40), LOT 16 (40), SE, E2SW SEC 8: NW SEC 9: E2W2 SEC 17: E2SE SEC 18: LOT 1 (34.95), LOT 2 (34.96), E2NW
NM	LEA	C.013012.000	ST OF NEW MEXICO BH-1533-0000	CONTINENTAL OIL	12/22/1932	NM	LEA				T19S R37E SEC 30: E2NW, LOT 1 (38.68), LOT 2 (38.67)
NM	LEA	C.013013.000	ST OF NEW MEXICO B-1534-0000	CONTINENTAL OIL COMPANY	12/22/1932	NM	LEA				T22S R36E SEC 2: LOT 1 (40.16), LOT 2 (40.16), S2NE,LOT 3 (40.16), LOT 4 (40.16), S2NW, SE
NM	LEA	C.013017.000	STATE OF NEW MEXICO B-1537-0000	CONTINENTAL OIL COMPANY	12/22/1932	NM	LEA				T21S R36E SEC 11: SW SEC 15: E2

ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
NM	LEA	C.013988.000	STATE OF NEW MEXICO B-2656-0000	CONTINENTAL OIL COMPANY	9/23/1933	NM	LEA				T19S R36E SEC 26: W2SW4 T19S R37E SEC 7: NESE NWSE SEC 17: SW, W2NE SEC 19: NWSW (LOT 3) (38.65)
NM	LEA	C.017043.000	USA NMLC-030143-A	J L REED	8/1/1956	NM	LEA				T20S R36E SEC 3: SWNE
NM	LEA	C.017044.000	USA NMLC-030143-B	J L REED	6/1/1957	NM	LEA				T20S R36E SEC 23: E2, S2SW SEC 24: SW
NM	LEA	C.017959.000	USA LC-032099-A	J C FRAZIER	6/1/1951	NM	LEA				T21S R36E SEC 18: LOT 3 (34.98) , LOT 4 (34.99), E/2SW, S/2SE
NM	LEA	C.017960.000	USA LC-032099-B	R L MANNING	7/1/1952	NM	LEA				T21S R36E SEC 13: NWNW SEC 14: W2W2, E2E2
NM	LEA	C.018116.000	USA LC-031622-A	U M SANDERSON	10/1/1956	NM	LEA	1361	730- 756	03116	T20S R36E SEC 11: SE, S/2SW SEC 14: NE, N/2SE, SESE, E/2NW, E/2NWNW
NM	LEA	C.145553.000	ST OF NEW MEXICO E0-6506-0001	JOHN M KELLY	9/10/1952	NM	LEA				T19S R37E SEC 7: NESW
NM	LEA	C.145569.000	W L CRUTCHFIELD ET UX	ATLANTIC OIL PRODUCING COMPANY	3/5/1931	NM	LEA	000022	00453		T19S R37E SEC 32: NESE
NM	LEA	C.155811.000	USA NMNM-1151	U M SANDERSON	10/1/1956	NM	LEA				T20S R36E SEC 10: E2E2 SEC 14: W2NWNW, SWNW, SW, SWSE SEC 15: NENE
NM	LEA	C.155812.000	USA NM-001150	J L REED	8/1/1956	NM	LEA				T20S R36E SEC 3: LOT 1 (40.32), SENE, E2SE
NM	LEA	C.243779.000	USA NMNM-62665	R L MANNING	7/1/1952	NM	LEA	1361	730- 756	3116	T22S R36E SEC 1: S2N2, SE
NM	LEA	C.262630.000	STATE OF NEW MEXICO B-2333	TIDE WATER OIL COMPANY	12/21/1933	NM	LEA				T20S R36E SEC 13: E2SW
NM	LEA	C.267131.000	USA NMNM-94867	CONOCO INC	6/1/1995	NM	LEA				T21S R37E SEC 5: LOT 8 (40), LOT 9 (40)
NM	LEA	C.420342.000	USA LC-031736-A	PAN AMERICAN PETROLEUM CORPORATION	3/1/1957	NM	LEA				T20S R36E SEC 25: W2NE SEC 24: N2, W2SE SEC 25: NESW T20S R37E SEC 8: SWSW
NM	LEA	C.903201.000	STATE OF NEW MEXICO B0-2517-0000	J R COLLINS INC PHILLIPS PETRO CO ET AL	2/10/1934	NM	LEA				T17S R37E SEC 4: SESW
NM	LEA	C.903237.000	STATE OF NEW MEXICO B0-3657-0000	J R COLLINS INC PHILLIPS PETRO CO ET AL	1/16/1935	NM	LEA				T19S R37E SEC 19: NESW
NM	LEA	C.903244.000	HARVEY CULP ET AL	B L THORNE	8/7/1928	NM	LEA	13	207	3717	T19S R37E SEC 19: NWNW
NM	LEA	C.907783.000	JAMES H WILLIAMS	J L SELBY	5/12/1926	NM	LEA	4	184		T19S R37E SEC 33: W2NE
NM	LEA	C.908158.000	STATE OF NEW MEXICO E0-1923-0000	J R COLLINS INC PHILLIPS PETRO CO ET AL	6/10/1948	NM	LEA	74	97		T21S R34E SEC 14: N2
NM	LEA	C.908260.000	STATE OF NEW MEXICO E0-1924-0001	W A YEAGER	6/10/1948	NM	LEA	72	170		T21S R34E SEC 1: LOT 1 (37.46), LOT 2 (37.50), LOT 7 (40), LOT 8 (40), LOT 9 (40) T21S-R35E SEC 32: NE

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
NM	LEA	C.908261.000	STATE OF NEW MEXICO E0-1921-0001	ERLE PAYNE	6/10/1948	NM	LEA	72	179		21S 34E SEC 2: LOT 1 (37.65), LOT 2 (37.73) , LOT 7 (40), LOT 8 (40), LOT 9 (40), LOT 10 (40) , LOT 15 (40), LOT 16 (40) 21S 35E SEC 17: S2
NM	LEA	C.908262.000	STATE OF NEW MEXICO E0-1932-0001	ERLE PAYNE	6/10/1948	NM	LEA	72	182		T23S R34E SEC 9: NW/4 SEC 9: NE/4
NM	LEA	C.909045.000	USA NM-13280	J R COLLINS INC PHILLIPS PETRO CO ET AL	7/1/1951	NM	LEA	93	343		T20S R33E SEC 11: SESW,W2SE SEC 11: N2SW CONTRACTUAL INTEREST ONLY PURSUANT TO JOA
NM	LEA	C.909057.000	USA NM-04411	J R COLLINS INC PHILLIPS PETRO CO ET AL	8/1/1951	NM	LEA	94	320		T15S R35E SEC 33: S2
NM	LEA	C.911580.000	USA NM-01059	BAY PETRO CORPORATION	9/1/1951	NM	LEA				T20S R33E SEC 15: NENE
NM	LEA	C.911581.000	USA NM-13279	BAY PETROLEUM CORPORATION	9/1/1951	NM	LEA				T20S R33E SEC 15: E2NW,N2SE,NESW,SENE,W2NE
NM	LEA	C.911686.000	STATE OF NEW MEXICO B-1439-7	FRANCIS C WILSON	12/8/1932	NM	LEA				T21S R35E SEC 7: NE
NM	LEA	C.927125.000	STATE OF NEW MEXICO E-7277-0002	CHARLES B READ	7/21/1953	NM	LEA	161	135		T19S R35E SEC 22: SENW SEC 22: NENW
NM	LEA	C.955814.000	STATE OF NEW MEXICO K0-1459-0001	PAN AMERICAN PETROLEUM CORPORATION	5/16/1961	NM	LEA	196	134	32532	T25S R33E SEC 32: ALL
NM	LEA	ML002602.000	CHRISTMAS, ANNIE L ETVIR	GYPSY OIL COMPANY	5/10/1926	NM	LEA	1	535		
NM	LEA	ML002603.000	PHILLIPS, J R, ET AL	ADKINS EUGENE S	5/25/1926	NM	LEA	4	414		
NM NM	LEA LEA	ML002914.000 ML007285.000	WHITE, W W, ET AL C T SMITH ET AL	GYPSY OIL COMPANY C W PERRYMAN	12/20/1933 8/20/1932	NM NM	LEA LEA	24 24	586 371		
NM	LEA	ML007587.000	APACHE CORPORATION	BURLINGTON RESOURCES OIL & GAS COMPANY	3/1/2008	NM	LEA	24	3/1		
NM	LEA	C206885-A	R B MCQUATTERS, ET VIR	ROBERT W ATHA	6/02/1927	NM	LEA	8	195		215-36E, SEC 11: S2NE, NWSE PURSUANT TO CONTRACT C206885 TERM ASSIGNMENT EFFECTIVE DATE OF 2/1/1985, RECORDED IN BOOK 386, PAGE 416, OF LEA COUNTY, NEW MEXICO, AND THE TERMS AND CONDITIONS THEREOF.
NM	LEA	C206885-B	CLAUDE W MARSHALL	F E VOSBURG	8/18/1926	NM	LEA	4	356		215-36E, SEC 11: SESE 215-36E, SEC 12: SWSW PURSUANT TO CONTRACT C206885 TERM ASSIGNMENT EFFECTIVE DATE OF 2/1/1985, RECORDED IN BOOK 386, PAGE 416, OF LEA COUNTY, NEW MEXICO, AND THE TERMS AND CONDITIONS THEREOF.
NM	LEA	C206885-C	ST OF NEW MEXICO B-2736	WILLIAM A HUDSON	4/10/1934	NM	LEA				20S-37E, SEC 30: NENW, NWNE PURSUANT TO CONTRACT C206885 TERM ASSIGNMENT EFFECTIVE DATE OF 2/1 /1985, RECORDED IN BOOK 386, PAGE 416, OF LEA COUNTY, NEW MEXICO, AND THE TERMS AND CONDITIONS THEREOF.
NM	LEA	C206885-D	ST OF NEW MEXICO B-160	THE TEXAS COMPANY	8/14/1931	NM	LEA				205-37E, SEC 31: SE PURSUANT TO CONTRACT C206885 TERM ASSIGNMENT EFFECTIVE DATE OF 2/L/1985, RECORDED IN BOOK 386, PAGE 416, OF LEA COUNTY, NEW MEXICO, AND THE TERMS AND CONDITIONS THEREOR
NM	LEA	C206885-E	ST OF NEW MEXICO B-1463	H H MCGEE	12/15/1932	NM	LEA				205-37E, SEC 32: E2NW, W2NE PURSUANT TO CONTRACT C206885 TERM ASSIGNMENT EFFECTIVE DATE OF 2/1/1985, RECORDED IN BOOK 386, PAGE 416, OF LEA COUNTY, NEW MEXICO, AND THE TERMS AND CONDITIONS THEREOF.
NM	CHAVES	SB-001	PHILLIPS PETROLEUM COMPANY	YATES PERTOLEUM CORP.	5/11/1979	NM	CHAVES	181	986		ASSIGNMENT T14S R27E SEC 13: S2 NE, SE, E2 SW, SW SW SEC 14: SW SE, SE SW SEC 23: NW, S2

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						RECORDED	RECORDED				
ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	ST	COUNTY	BOOK	PAGE	ENTRY	DESCRIPTION
NM	LEA	C200540FO	JOA — S F FED COM 2			NM	LEA				JOA
											T18S- R32E
											SEC 17: N/2 SE/4
NM	LEA	041319JOA	JOA, SINCLAIR OIL	PHILLIPS	3/15/1962	NM	LEA				CONTRACTUAL INTEREST ONLY
			AND GAS COMPANY	PETROLEUM							T20S R33E
			AS OPERATOR	COMPANY, ET AL							SEC 14: N2SW
NM	LEA	204397 FPO	NEW MEXICO OIL	MEWBOURNE OIL	3/10/2008	NM	LEA				FORCE POOLING ORDER
			CONSERVATION	COMPANY,							T20S R36E
			DIVISION ORDER R-	APPLICANT							SEC 20: ALL INTEREST OF
			12915								CONOCOPHILLIPS COMPANY
NM	LEA										ATED JUNE 1, 2007 BETWEEN
										COVERS THE S	S/2 OF SECTION 24, TOWNSHIP 19
				N.M.P.M., LEA COUNTY, N							
NM	LEA										CORPORATION, AS ASSIGNOR, AND
											A COUNTY, NEW MEXICO.
NM	LEA										FECTIVE AS OF FEBRUARY 1, 1963,
								ANY, AS NON-	OPERATOR, COV	ERING THE E/2	OF SECTION 11, AND S/2 N/2, N/2 S/2
				HIP 20 SOUTH, RANGE 37 E							
NM	LEA										04, BY AND BETWEEN DEVON
											D FEBRUARY 18, 1998, BY AND
								NY, AT AL, AS	NON-OPERATOR	S, COVERING 1	HE NORTH 630.08 ACRES, BEING
				1, TOWNSHIP 21 SOUTH, R							
NM	EDDY	041490	PENROC OIL	PHILLIPS	9/20/1963	NM	EDDY				FARMOUT & OPERATING
			CORPORATION	PETROLEUM							AGREEMENT
				COMPANY							T21S R24E
		1 P.P. 100	ANALONE CONTROL OF		B (4 (4 0 B 4		TRAF!				SEC 19: ALL
NM	EDDY	ADD 100	UNITED STATES OF	TIM DALY	5/1/1974	NM	EDDY				CONTRACTUAL INTEREST ONLY
			AMERICA								PURSUANT TO JOA
											23S-29E
											SEC 29: W2
NM	EDDY										S OPERATOR, AND READ &
						SECTION17 AND	DE/2 OF SECTION	18, TOWNSHI	P 18 SOUTH, RA	NGE 30 EAST, N	,M,P,M., EDDY COUNTY, NEW
			MEXICO. (SAND TANK 18	3 FED COM #2H, #3H AND :	#4H)						

## CERTAIN INTERESTS SHOWN ABOVE WERE ACQUIRED PURSUANT TO THE FOLLOWING INSTRUMENTS:

- NM LEA

  1. MINERAL DEED AND CONVEYANCE BY AND BETWEEN MUIRFIELD 1987 MINERAL PURCHASE LIMITED PARTNERSHIP, ALSO KNOWN AS ARBUCKLE-MUIRFIELD 1987 MINERAL PURCHASE LIMITED PARTNERSHIP, AND GEODYNE NOMINEE CORPORATION DATED MAY 8, 1990, EFFECTIVE JANUARY 1, 1990, AS RECORDED IN BOOK 464 AT PAGE 110 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
- NM LEA

  2. MINERAL DEED AND CONVEYANCE BY AND BETWEEN MUIRFIELD RESOURCES COMPANY AND GEODYNE
  NOMINEE CORPORATION DATED MAY 8, 1990, EFFECTIVE JANUARY 1, 1990, AS RECORDED IN BOOK 464 AT PAGE
  336 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
- NM LEA

  3. MINERAL DEED AND CONVEYANCE BY AND BETWEEN MUIRFIELD RESOURCES COMPANY AND GEODYNE NOMINEE CORPORATION DATED JULY 26, 1990, EFFECTIVE JANUARY 1, 1990, AS RECORDED IN BOOK 465 AT PAGE 403 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
- NM LEA

  4. ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN PRIMARY FUELS, INC. AND GEODYNE
  NOMINEE CORPORATION, DATED MARCH 1, 1989, EFFECTIVE JULY 1, 1988, RECORDED IN BOOK 452 AT PAGE 274
  OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
- NM LEA 5. ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN HEATHARY RESOURCES, INC. AND GEODYNE NOMINEE CORPORATION, DATED MARCH 31, 1989, EFFECTIVE JUNE 30, 1988, RECORDED IN BOOK 436 AT PAGE 752 OF
- NM LEA

  6. ASSIGNMENT AND BILL OF SALE BY AND BETWEEN HEATHARY RESOURCES, INC. AND SAMSON RESOURCES COMPANY, DATED FEBRUARY 1, 1993, RECORDED IN BOOK 488 AT PAGE 559 OF THE OIL AND GAS RECORDS OF LEA COUNTY, NEW MEXICO.
- NM LEA 7. ASSIGNMENT OF OIL AND GAS INTEREST BY AND BETWEEN SAMSON RESOURCES COMPANY AND GEODYNE NOMINEE CORPORATION DATED DECEMBER 29, 1994, EFFECTIVE FEBRUARY 1, 1993, RECORDED IN BOOK 509 AT PAGE 705 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
- NM LEA

  8. STIPULATION OF INTEREST, ASSIGNMENT AND CROSS CONVEYANCE BY AND BETWEEN GEODYNE NOMINEE
  CORPORATION AND HEATHARY RESOURCES, INC., DATED EFFECTIVE SEPTEMBER 1, 1992, RECORDED IN BOOK
  566, PAGE 369 OF THE MISCELLANEOUS RECORDS OF LEA COUNTY, NEW MEXICO.

NM LEA	9.	MINERAL DEED AND BILL OF SALE BY AND BETWEEN SUN OPERATING LIMITED PARTNERSHIP, AND ORYX ENERGY COMPANY, AND SAMSON RESOURCES COMPANY, DATED EFFECTIVE NOVEMBER 1, 1994, RECORDED AS INSTRUMENT NO. 65430, DEED 507, PAGE 26 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
NM LEA	10.	TERM ROYALTY DEED BY AND BETWEEN SUN OPERATING LIMITED PARTNERSHIP, AND ORYX ENERGY COMPANY AND SAMSON RESOURCES COMPANY, DATED EFFECTIVE THE NOVEMBER 1, 1994, RECORDED AS INSTRUMENT NO. 65428, DEED 507, PAGE 12 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO.
	ED, IT IS	MS, CONDITIONS AND LIMITATIONS SET FORTH IN THE FORM OF CONVEYANCE TO WHICH THIS EXHIBIT IS THE INTENT OF GRANTOR TO CONVEY ANY AND ALL INTERESTS ACQUIRED PURSUANT TO THE IENTS:
NM LEA	1.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED IN BOOK 1714, PAGE 657, RECORDS OF LEA COUNTY, NEW MEXICO.
NM LEA	2.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN BOOK 1722, PAGE 340, RECORDS OF LEA COUNTY, NEW MEXICO.
NM LEA	3.	CORRECTION TO ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JUNE 1, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN BOOK 1732, PAGE 510, RECORDS OF LEA COUNTY, NEW MEXICO.
NM EDDY	4.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED IN RECEPTION NO. 1101080, BOOK 842, PAGE 381, RECORDS OF EDDY COUNTY, NEW MEXICO.
NM EDDY	5.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN RECEPTION NO. 1103222, BOOK 848, PAGE 335, RECORDS OF EDDY COUNTY, NEW MEXICO.
NM EDDY	6.	AMENDMENT TO ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED APRIL 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN RECEPTION NO. 1105104, BOOK 853, PAGE 784, RECORDS OF EDDY COUNTY, NEW MEXICO.
NM CHAVES	7.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON

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CHAVES COUNTY, NEW MEXICO.

RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN BOOK 676, PAGE 995, RECORDS OF

## **Permian Texas Leases**

ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	ANDREWS	42.02135.00A	PUTNAM, J. C., ET UX	J C WILLIAMSON	8/23/1955	TX	ANDREWS	157	420		
TX	ANDREWS	42.02135.00B	SHELBY, W.E., ET AL	H C HOOD	10/5/1955	TX	ANDREWS	160	430		
TX	ANDREWS	42.02135.00C	NADEN, G.C.	H C HOOD	12/1/1955	TX	ANDREWS	163	122		
TX	ANDREWS	42.02135.00D	BLACKWOOD, F.G., ET UX	H C HOOD	11/15/1955	TX	ANDREWS	162	7		
TX	ANDREWS	42.02135.00E	FLYNN, STREETER B	H C HOOD	10/5/1955	TX	ANDREWS	159	502		
TX	ANDREWS	42.02135.00F	NICHOLS, JNO, W., ET UX	H C HOOD	11/15/1955	TX	ANDREWS	162	6		
TX	ANDREWS	42.02135.00G	COLBERT, TED	H C HOOD	10/5/1955	TX	ANDREWS	159	498		
TX	ANDREWS	42.02135.00H	HOLDEN, REX	H C HOOD	10/5/1955	TX	ANDREWS	164	424		
TX	ANDREWS	42.02135.00I	NEILSON, C.M.	H C HOOD	10/10/1955	TX	ANDREWS	159	500		
TX	ANDREWS	42.02135.00J	CARTER, J.W.	H C HOOD	12/3/1956	TX	ANDREWS	185	540		
TX	ANDREWS	42.02135.00K	NORTH CENTRAL OIL CORPORATION	H C HOOD	10/5/1955	TX	ANDREWS	159	496		
TX	ANDREWS	42.02135.00L	BURDEN, ELIZABETH LEAKE, ET VIR	H C HOOD	5/21/1956	TX	ANDREWS	173	20		
TX	ANDREWS	42.02135.00M	MOSBACHER, EMIL	J C WILLIAMSON	1/24/1957	TX	ANDREWS	192	131		
TX	ANDREWS	C.904064.000	STATE OF TEXAS MF	J R COLLINS INC	10/25/1937	TX	ANDREWS	44	11		BLOCK 11, UNIVERSITY
			22898	PHILLIPS PETRO CO ET AL							LANDS SEC 1: SE
TX	ANDREWS	C.904164.000	STATE OF TEXAS MF- 23319	J R COLLINS INC PHILLIPS PETRO CO ET AL	3/28/1938	TX	ANDREWS	44	72		BLOCK 11, UNIVERSITY LANDS SEC 1: SW
TX	ANDREWS	C.904733.000	O B HOLT ET AL	BRODERICK	10/28/1925	TX	ECTOR	18	588		1N, BLK 43, T&P RR CO SVY
				CALVERT		TX	ANDREWS	11	402		SEC 13: E2SE SEC 17: NE, S2, S2NW SEC 20: NE SEC B: S 327 ACRES
TX	ANDREWS	C.906806.000	STATE OF TEXAS M- 28580	THE ATLANTIC REFINING COMPANY	3/31/1944	TX	ANDREWS	44	549		BLOCK 11, UNIVERSITY LANDS SEC 1: NW
TX	ANDREWS	C.906807.000	STATE OF TEXAS M- 26630	THE ATLANTIC REFINING COMPANY	11/14/1941	TX	ANDREWS	44	548		BLOCK 11, UNIVERSITY LANDS SEC 1: NE
TX	ANDREWS	C.927167.000	STATE OF TEXAS M 39827	R E WILLIAMS	12/12/1952	TX	ANDREWS	116	63		BLOCK 1, UNIVERSITY LANDS SEC 28: W2
TX	BORDEN	42.02112.000	JOHNSON, W D AND ANNA, ET	AL TEXAS PACIFIC COAL AND OIL COMPANY	3/27/1946	TX	BORDEN	45	325		
TX	BORDEN	42.02145.00A	MORREL, C D ET AL	G G JONES	1/3/1950	TX	BORDEN	55	375		
TX	BORDEN	C.908937.000	A M CLAYTON ET AL	J R COLLINS INC PHILLIPS PETRO CO ET AL	10/20/1950	TX	BORDEN	58	523		BLOCK 32, T4N, T&P RR CO SVY SEC 5: W2 SEC 6: E2 SEC 7: E2 SEC 8: W2 SEC 17: W2 SEC 18: E2,NW
TX	COCHRAN	C.916300.000	MARY COOKE ELLIS ET AL	TIDE WATER ASSOC OIL COMPANY	6/30/1937	TX	COCHRAN	2	133		LEAGUE 63, MIDLAND COUNTY SCHOOL LAND LABOR 18: ALL LABOR 19: ALL
TX	COCHRAN	C.919394.000	C L GRISSOM ET UX	ALMA MCCUTCHIN ET AL	2/24/1950	TX	COCHRAN	10	44		LEAGUE 62, MIDLAND COUNTY SCHOOL LAND TRACT 1: NORTH OF HWY 24
											TRACT 10: NORTH OF HWY
TX	COCHRAN	C.919395.000	W W HAMMETT ET UX	O C EWING	3/21/1944	TX	COCHRAN	3	560		24 LEAGUE 63, MIDLAND COUNTY SCHOOL LAND LABOR 24: ALL LABOR 17: ALL SOUTH OF
TX	COCHRAN	C.919396.000	ESTELLE WHALEY MCWHERTER ET VIR	OHIO OIL COMPANY	4/8/1937	TX	COCHRAN	1	557		HWY 290 LEAGUE 63, MIDLAND COUNTY SCHOOL LAND LABOR 10: ALL LABOR 11: ALL LABOR 20: ALL LABOR 21: ALL LABOR 22: ALL LABOR 23: ALL
TX	COCHRAN	C.929135.000	CALLIE PIERCY ET AL	BEN E GRIFFIN	7/14/1952	TX	COCHRAN	11	135		LEAGUE 63, MIDLAND COUNTY SCHOOL LAND LABOR 25: EAST 79.35 ACRES
TX	CRANE	42.02054.00B	TUBB, J.B.	S.W RICHARDSON	9/28/1935	TX	CRANE	27	39		SURVEY: PSL, ABSTRACT: 1136 BLOCK: 32 SECTION: 30: SE4

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S.T.	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	CRANE	42.02067.00A	MUNN, GEORGE ET	E B WHITE JR	2/4/1971	TX	CRANE	222	380	ENTRI	DESCRIPTION
TX	CRANE	42.02067.00B	HANKS, BEULAH WALTON	E B WHITE JR	2/4/1971	TX	CRANE	222	384		
TX	CRANE	42.02067.00C	LUCAS, ADA MAE MUNN ET VI	E B WHITE JR	2/4/1971	TX	CRANE	222	382		
TX	CRANE	42.02067.00D	EATON, ALICE MUNN	E B WHITE JR	2/4/1971	TX	CRANE	223	178		
TX	CRANE	42.02067.00E	MUNN, JOHN	E B WHITE JR	2/4/1971	TX	CRANE	223	180		
TX	CRANE	42.02067.00F	MUNN, HENRY	E B WHITE JR	2/4/1971	TX	CRANE	223	491		
TX	CRANE	42.02067.00G	MUNN, WILLIE	E B WHITE JR	2/4/1971	TX	CRANE	223	481		
TX	CRANE	42.02067.00H	MUNN, E. D. ET UX	WILBANKS BRUCE A	11/16/1966	TX	CRANE	193	425		
TX	CRANE	42.02067.00I	HEDBERG, H. A. ET UX	E B WHITE JR	10/14/1971	TX	CRANE	226	307		
TX	CRANE	42.02067.00J	SABINE ROYALTY CORP.	E B WHITE JR	11/1/1971	TX	CRANE	227	182		
TX	CRANE	42.02067.00K	IVERSON, MARJORIE WELCH	E B WHITE JR	10/14/1971	TX	CRANE	227	185		
TX	CRANE	42.02067.00L	IVERSONS, INC.	E B WHITE JR	10/14/1971	TX	CRANE	227	188		
TX	CRANE	42.02067.00M	SENGER, JEWELL D.	E B WHITE JR	10/14/1971	TX	CRANE	227	188		
TX	CRANE	42.02067.00N	IVERSON MONROE, DOROTHY	E B WHITE JR	10/14/1971	TX	CRANE	227	194		
mx	CDANE	42 02057 000	C. IVERSON	E D WHITE ID	10/14/1071	TEXT	CDANE	225	100		
TX	CRANE	42.02067.00O	PENROSE, NEVILLE G.	E B WHITE JR	10/14/1971	TX	CRANE	227	196		
TX	CRANE	42.02067.00P	HOMESTAKE OIL & GAS CO.	E B WHITE JR	10/14/1971	TX	CRANE	227	199		
TX	CRANE	42.02067.00Q	TERRILL, J. V. EST.	E B WHITE JR	10/14/1971	TX	CRANE	227	202		
TX	CRANE	42.02067.00R	LEONARD, JOHN MARVIN EST.	E B WHITE JR	10/14/1971	TX	CRANE	227	202		
TX	CRANE	42.02067.00S	CUMMINS, R. H.	E B WHITE JR	10/14/1971	TX	CRANE	227	208		
TX	CRANE	42.02067.00T	BERGER, W. R.	E B WHITE JR	10/14/1971	TX	CRANE	227	211		
TX	CRANE	42.02067.00U	HILL, EMMA	E B WHITE JR	10/14/1971	TX	CRANE	227	214		
TX	CRANE	42.02067.00V	HILL, GEORGE P. ET UX	E B WHITE JR	10/14/1971	TX	CRANE	227	217		
TX	CRANE	42.02067.00W	MEEKER, EDNA H. EST	E B WHITE JR	10/14/1971	TX	CRANE	227	220		
TX	CRANE	42.02067.00X	LA FORCE, W. WATSON ET UX	E B WHITE JR	10/14/1971	TX	CRANE	227	223		
TX	CRANE	42.02067.00Y	CARTER, G. R. ET UX	E B WHITE JR	10/14/1971	TX	CRANE	227	226		
TX	CRANE	42.02067.00Z	MC RAE, HAMILTON	E B WHITE JR	10/14/1971	TX	CRANE	227	229		
TX	CRANE	42.02067.0AA	E., TRUST ATLANTIC RICHFIELD	AMERICAN QUASAR	3/3/1972	TX	CRANE	229	14		
TX	CRANE	42.02067.0AB	COMPANY SOUTHLAND	PETROLEUM CO AMERICAN QUASAR	11/22/1971	TX	CRANE	229	11		
mv v	OD AND	10.00000.004	ROYALTY CO.	PETROLEUM CO		mvv	OD AND		000		
TX TX	CRANE CRANE	42.02068.00A 42.02068.00B	GARST, JAMES D. HARRIS, WILLIAM E.	E B WHITE JR E B WHITE JR	11/11/1971 11/11/1971	TX TX	CRANE CRANE	227 227	232 234		
TV	CDANE	42.02000.000	ET UX	ерминте и	44/44/4051	TV	CDANE	227	227		
TX	CRANE	42.02068.00C	HOGAN, MARY AUGUSTA GANNO	E B WHITE JR	11/11/1971	TX	CRANE	227	237		
TX	CRANE	C.088927.001	HAZEL GREENE IND & EXEC	CHARLES B RENAUD & JACK C TUNSTILL	4/11/1955	TX	CRANE	98	229		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.002	HAMILTON E MCRAE TRUSTEE	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	347		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.003	J V TERRILL ET AL	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	345		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.004	W W WEST	CHARLES B RENAUD	4/9/1955	TX	CRANE	94	352		BLOCK B 27, PSL
				& JACK C TUNSTILL							SEC 16: ALL
TX	CRANE	C.088927.005	L R KERSHAW ET AL	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	355		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.006	JULIAN E SIMON	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	357		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.007	LOUIS KRAVIS ET AL	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	358		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.008	J D FAULKNER JR	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	363		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.009	J M WHITE	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	329		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.010	YETTA ROSENBLOOM ET AL	CHARLES B RENAUD & JACK C TUNSTILL	5/2/1955	TX	CRANE	94	365		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.011	W T BONNER ET AL	CHARLES B RENAUD & JACK C TUNSTILL	4/6/1955	TX	CRANE	94	334		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.012	NORTH CENTRAL TEXAS OIL COMPANY	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	367		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.013	INC JOHN CLEARY	CHARLES B RENAUD	3/21/1955	TX	CRANE	94	369		BLOCK B 27, PSL
1/1	CIVAINE	G.000327.013	JOHN CLEARI	& JACK C TUNSTILL	3/21/1333	11	CIVINE	3 <del>4</del>	303		SEC 16: ALL

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	CRANE	C.088927.014	JESSEE T OWENS ET AL	CHARLES B RENAUD & JACK C TUNSTILL	3/21/1955	TX	CRANE	94	371		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.015	TOKLAN OIL CORPORATION	CHARLES B RENAUD & JACK C TUNSTILL	7/18/1955	TX	CRANE	96	186		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.016	CLIFFORD MOOERS	CHARLES B RENAUD & JACK C TUNSTILL	5/25/1955	TX	CRANE	94	350		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.017	FRANK MACKAY ET UX	CHARLES B RENAUD & JACK C TUNSTILL	6/20/1955	TX	CRANE	94	325		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.088927.018	MIDLAND OIL CORPORATION	CHARLES B RENAUD & JACK C TUNSTILL	6/20/1955	TX	CRANE	94	327		BLOCK B 27, PSL SEC 16: ALL
TX	CRANE	C.089296.001	ROGER B OWINGS	CHARLES B RENAUD & JACK C TUNSTILL	6/23/1955	TX	CRANE	94	341		BLOCK B 27, PSL SEC 16: NW, SE
TX	CRANE	C.089296.002	CHESTER H WESTFALL ET AL	CHARLES B RENAUD & JACK C TUNSTILL	6/23/1955	TX	CRANE	97	191		BLOCK B 27, PSL SEC 16: NW SE
TX	CRANE	C.089297.001	CAROLYN L WESTFALL ET AL	BUFFALO OIL COMPANY	1/14/1957	TX	CRANE	113	268	144166	BLOCK B 27, PSL SEC 16: ALL
TX TX	CROCKETT CROCKETT	42.02080.00A 42.02081.00A	BUSBY, JERRY SCOTT COATS, RICHARD H.	W B ROBBINS III W.B.ROBBINS III	9/12/2005 9/23/2005	TX TX	CROCKETT CROCKETT	656 657	522 537	144166 144341	
TX	CROCKETT	42.02082.00A	SIGMAR, INC.	W B ROBBINS III	9/23/2005	TX	CROCKETT	657	543	144344	
TX	CROCKETT	42.02082.00B	MAYFIELD, STANLEY, ET AL	W B ROBBINS III	9/12/2005	TX	CROCKETT	656	509	144165	
TX TX	CROCKETT CROCKETT	42.02082.00C 42.02082.00D	LAJ CORPORATION JUDSON PROPERTIES,	W B ROBBINS III W B ROBBINS III	9/23/2005 9/23/2005	TX TX	CROCKETT CROCKETT	657 657	553 551	14439 144348	
TX	CROCKETT	42.02082.00E	LTD. MARTIN REVOCABLE	W B ROBBINS III	9/23/2005	TX	CROCKETT	657	541	144343	
TX	CROCKETT	42.02082.00F	TRUST MARTIN,	W.B ROBBINS III	9/23/2005	TX	CROCKETT	657	539	144342	
TX	CROCKETT	42.02082.00G	S.,REVOCABLE TR. JUDSON, JUDITH L.	W.B ROBBINS III	9/23/2005	TX	CROCKETT	657	547	144346	
TX	CROCKETT	42.02082.00H	JUDSON, DONALD H.	W.B ROBBINS III	9/23/2005	TX	CROCKETT	657	549	144347	
TX	CROCKETT	42.02082.00I	JUDSON, LINDA S.	W.B ROBBINS III	9/23/2005	TX	CROCKETT	657	545	144345	
TX	CROCKETT	42.02082.00J	PHILPY, LIZA W.	W.B ROBBINS III	9/23/2005	TX	CROCKETT	657	555	144350	
TX	CROCKETT	42.02082.00K	CLARK, JENNIFER W.	W.B ROBBINS III	9/23/2005	TX	CROCKETT	657	557	144351	
TX	CROCKETT	42.02082.00L	RICHARDSON, WADE CLAY, ET	W.B ROBBINS III	9/12/2005	TX	CROCKETT	656	530	144167	
TX	CROCKETT	42.02082.00M	PERRY, FRANCIS AMY, ET AL	W.B ROBBINS III	9/12/2005	TX	CROCKETT	656	501	144164	
TX	CROCKETT	42.02083.00A	GEODYNE NOMINEE CORPORATION	SAMSON LONE STAR LIMITED PARTNERSHIP	11/1/2005	TX	CROCKETT	661	797	145036	
TX	CROCKETT	42.02095.00A	DWYER, MARY LOUISE HARVICK	DOMINION OKLAHOMA TEXAS E P INC	4/7/2003	TX	CROCKETT	622	297	138433	
TX	CROCKETT	42.02095.00B	WALTON, PEGGY	DOMINION OKLAHOMA TEXAS E P INC	4/11/2003	TX	CROCKETT	622	430	138461	
TX	CROCKETT	42.02095.00C	MASTERS, MELISSA A.	DOMINION OKLAHOMA TEXAS E P INC	4/10/2003	TX	CROCKETT	622	431	138462	
TX	CROCKETT	42.02095.00D	BUSBY, JERRY SCOTT	DOMINION OKLAHOMA TEXAS E P INC	5/12/2003	TX	CROCKETT	623	641	138659	
TX	CROCKETT	42.02095.00E	HARVICK, JAMES A., III	DOMINION OKLAHOMA TEXAS E P INC	4/7/2003	TX	CROCKETT	623	642	138660	
TX	CROCKETT	42.02174.00A	ADAMS, SHIRLEY YOUNG	PERRY & PERRY INC	2/13/1995	TX	CROCKETT	517	247		
TX	CROCKETT	42.02174.00B	PROCTOR, VIRGINIA L.	PERRY & PERRY INC	3/22/1995	TX	CROCKETT	517	251		
TX TX	CROCKETT CROCKETT	42.02174.00C 42.02174.00D	JONAS, HENRY F. III DURAN, ANNE	PERRY & PERRY INC PERRY & PERRY INC	3/20/1995 3/15/1995	TX TX	CROCKETT CROCKETT	517 522	249 46		
TX	CROCKETT	42.02174.00E	ADAMS GODFREY, MICHAEL	PERRY & PERRY INC	3/15/1995	TX	CROCKETT	517	245		
TV	CDOCKER	42.02174.00F	A.	DEDDY 0 DEDDY INC	2/45/4005	TV	CDOCKETT	F22	40		
TX TX	CROCKETT CROCKETT	42.02174.00F 42.02174.00G	ADAMS, WILLIAM J. BAUGHN, LETYR	PERRY & PERRY INC PERRY & PERRY INC	3/15/1995 3/15/1995	TX TX	CROCKETT CROCKETT	522 516	40 239		
TX TX	CROCKETT CROCKETT	42.02174.00H 42.02174.00I	PROCTOR ADAMS, SAM J. III DEAVITT, MARY	PERRY & PERRY INC PERRY & PERRY INC	3/15/1995 3/15/1995	TX TX	CROCKETT CROCKETT	522 522	42 50		
TX	CROCKETT	42.02174.00J	PRISCILLA GILMORE, JOE C.	PERRY & PERRY INC	2/21/1995	TX	CROCKETT	522	48		
TX	CROCKETT	42.02174.00K	CARMICHAEL FAITH YOUNG	PERRY & PERRY INC	2/13/1995	TX	CROCKETT	522	44		
TX TX	CROCKETT CROCKETT	42.02174.00L 42.02174.00M	BENJAMIN, ANN L. MILBY, JOHN C.	PERRY & PERRY INC VENUS	6/12/1998 1/1/1999	TX TX	CROCKETT CROCKETT	558 579	563 461		
TX	CROCKETT	42.02174.00N	BROWN, MARY	EXPLORATION INC VENUS	1/1/1999	TX	CROCKETT	579	463		
TX	CROCKETT	42.02174.00O	MILBY MILBY, CHARLES D.,	EXPLORATION INC VENUS	1/1/1999	TX	CROCKETT	579	459		
TX	CROCKETT	42.02174.00P	JR. DUDLEY, ELIZABETH	EXPLORATION INC J R COLLINS INC	3/26/1998	TX	CROCKETT	556	640	127606	
TX	CROCKETT	42.02174.00Q	BURNS, JANE MORELAND	J R COLLINS INC	4/7/1998	TX	CROCKETT	556	637		
TX	CROCKETT	42.02174.00R	MORELAND, CHARLES F., JR.	J R COLLINS INC	4/8/1998	TX	CROCKETT	556	609		
TX	CROCKETT	42.02174.00S	MORELAND, THEODORE L.	J R COLLINS INC	4/8/1998	TX	CROCKETT	557	555		
TX	CROCKETT	42.02174.00T	CUMMINS, MOLLIE	J R COLLINS INC	4/9/1998	TX	CROCKETT	557	557		

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ST TX	COUNTY CROCKETT	LEASE NO 42,02174,00U	LESSOR / GRANTOR ALDREDGE, H. R., III	LESSEE / GRANTEE J R COLLINS INC	LEASE DATE 5/13/1998	RECORDED ST TX	RECORDED COUNTY CROCKETT	<b>BOOK</b> 557	<b>PAGE</b> 559	ENTRY	DESCRIPTION
TX	CROCKETT	42.02174.00V	GATLING, PATRICIA	J R COLLINS INC	4/9/1998	TX	CROCKETT	558	55		
TX	CROCKETT	42.02174.00W	SHELBURNE, GEORGE	J R COLLINS INC	6/8/1998	TX	CROCKETT	558	400		
TX	CROCKETT	42.02174.00X	ALDREDGE, GEORGE N, JR.	J R COLLINS INC	6/8/1998	TX	CROCKETT	558	443		
TX	CROCKETT	42.02174.00Y	ALLEN, EUGENIE	J R COLLINS INC	7/10/1998	TX	CROCKETT	558	670		
TX TX	CROCKETT CROCKETT	42.02174.00Z 42.02174.0AA	SNEED COMPANY NEILD, ALICE	J R COLLINS INC J R COLLINS INC	7/9/1998 6/8/1998	TX TX	CROCKETT CROCKETT	558 558	667 794		
IA	CROCKETT	42.021/4.0AA	SHELBURNE	J K COLLING INC	0/0/1330		CROCKETT	336	734		
TX	CROCKETT	42.02174.0AB	BEST, GERTRUDE	J R COLLINS INC	6/8/1998	TX	CROCKETT	558	791		
TX	CROCKETT	42.02174.0AC	BLAKER, JAMES A., ET UX	J R COLLINS INC	7/14/1998	TX	CROCKETT	558	797		
TX	CROCKETT	42.02174.0AD	SHELBURNE, SAMUEL A.	J R COLLINS INC	6/8/1998	TX	CROCKETT	558	788		
TX	CROCKETT	42.02174.0AE	ALDREDGE, RENA MUNGER TRUST	J R COLLINS INC	6/30/1998	TX	CROCKETT	559	119		
TX	CROCKETT	42.02174.0AF	MCENTIRE, MARY LYNN	J R COLLINS INC	7/22/1998	TX	CROCKETT	559	379		
TX TX	CROCKETT	42.02174.0AG 42.02174.0AH	CRAFT, IRENE MORELAND BURLINGTON	J R COLLINS INC POGO PRODUCING	8/11/1998 8/1/1998	TX TX	CROCKETT	560 561	351 299		
17	CROCKETT	42.02174.0AH	RESOURCES OIL & GAS CO	COMPANY	0/1/1990	1A	CROCKETT	301	299		
TX	CROCKETT	42.02174.0AI	PHILLIPS, JEAN G.	POGO PRODUCING COMPANY	12/29/1998	TX	CROCKETT	565	393		
TX	CROCKETT	42.02174.0AJ	SHANKS, SALLY	J R COLLINS INC	9/9/1998	TX	CROCKETT	565	63		
TX	CROCKETT	42.02174.0AK 42.02174.0AL	SHANKS, STEPHEN R.	J R COLLINS INC	3/2/1999	TX	CROCKETT	567	48	129334	
TX	CROCKETT	42.021/4.0AL	LEWIS, HENRY LEE, JR.	ROCA RESOURCES COMPANY INC	8/24/1998	TX	CROCKETT	561	396		
TX	CROCKETT	42.02174.0AM	KELLEY, MARY SUE	ROCA RESOURCES	8/24/1998	TX	CROCKETT	561	394		
TX	CROCKETT	42.02174.0AN	LEWIS ESTATE MCKNIGHT, MILDRED	COMPANY INC ROCA RESOURCES	8/8/1998	TX	CROCKETT	560	669		
IA	CROCKETT	42.021/4.0AN		COMPANY INC	0/0/1330	1A	CROCKETT	300	003		
TX	CROCKETT	42.M0077.00A	O. W. PARKER, ET UX	PEERLESS OIL & GAS CO	3/14/1946	TX	CROCKETT	74	626		
TX	DAWSON	C.905231.000	MARY J PETERSON ET VIR	C L GRIFFIN	8/4/1943	TX	DAWSON	13	33		T5N, BLK 34, T&P RR COMPANY SVY SEC 40: N2W2/3 TRACT 1: E1/3 TRACT 2: LESS & EXCEPT 3 ACRES IN NE CORNER
TX	DAWSON	C.908832.000	L B VAUGHN ET UX	BEARD TULLOUS INCORPORATION	9/29/1949	TX	DAWSON	25	503		T5N, BLK 34, T&P RR COMPANY SVY SEC 39: NE SEC 39: SE
TX	DAWSON	C.909098.000	HERMAN PETTEWAY ET UX	PLYMOUTH OIL COMPANY	8/18/1943	TX	DAWSON	13	272		T5N, BLK 34, T&P RR COMPANY SVY SEC 40: S2W2/3
TX	DAWSON	C.909127.000	W C MCBRIDE ET AL	J D HUNTER	1/7/1942	TX	DAWSON	11	62		T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.916296.001	WINSTON WREN	TEXACO EXPLORATION &	4/19/1993	TX	DAWSON	356	661	2038	SEC 34: 240 ACRES OF S/2 T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.916297.001	RONNIE WREN	PRODUCTION INC TEXACO EXPLORATION &	4/19/1993	TX	DAWSON	356	653	2036	SEC 41: E2SE T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.916298.001	VERNA PITTAM	PRODUCTION INC TEXACO EXPLORATION &	4/19/1993	TX	DAWSON	356	649	2035	SEC 41: E2SE T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.916299.001	ALVIN HARRIS ET AL	PRODUCTION INC TEXACO EXPLORATION &	1/27/1993	TX	DAWSON	355	437	1267	SEC 41: E2SE T5N, BLK 34, T&P RR COMPANY SVY
mx.	DALLOCAL	0.010.10.1.001	CAROLIVA	PRODUCTION INC	4 (0=1400=	my	DAVIGGY	255	417	40.00	SEC 41: E2SE
TX	DAWSON	C.919404.001	CAROLYN TWEEDIE	TEXACO EXPLORATION & PRODUCTION INC	1/27/1993	TX	DAWSON	355	417	1262	T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.919405.001	WANDA JEAN ACCADIA	TEXACO EXPLORATION & PRODUCTION INC	1/27/1993	TX	DAWSON	355	429	1265	SEC 41: E2NE T5N, BLK 34, T&P RR COMPANY SVY SEC 41: E2NE
TX	DAWSON	C.919406.001	EDITH HEDRICK	TEXACO EXPLORATION &	1/27/1993	TX	DAWSON	355	425	1264	T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.919407.001	DIANE ESMOND	PRODUCTION INC TEXACO EXPLORATION &	1/27/1993	TX	DAWSON	356	657	2037	SEC 41: E2NE T5N, BLK 34, T&P RR COMPANY SVY
TX	DAWSON	C.919408.001	STEVEN EARL ESMOND	PRODUCTION INC TEXACO EXPLORATION & PRODUCTION INC	1/27/1993	TX	DAWSON	355	421	1263	SEC 41: E2NE T5N, BLK 34, T&P RR COMPANY SVY SEC 41: E2NE
TX	DAWSON	C.919409.001	CONLEY ESMOND ET AL	TEXACO EXPLORATION &	1/27/1993	TX	DAWSON	355	433	1266	T5N, BLK 34, T&P RR COMPANY SVY
TX	ECTOR	42.02062.000	FRASER, GEORGE C., ET AL	PRODUCTION INC ROWAN DRILLING CO	12/4/1939	TX	ECTOR	61	417		SEC 41: E2NE
TX	ECTOR	42.02063.000	FRASER, GEORGE C.,	MID-CONTINENT	10/6/1941	TX	ECTOR	70	352		
TX	ECTOR	42.02064.000	ET AL FRASER, GEORGE C.,	PETR MID-CONTINENT	4/24/1943	TX	ECTOR	76	91		
			ET AL	PETROL							
TX	ECTOR	42.02065.000	FRASER, GEORGE C.	MID-CONTINENT PETROL	4/25/1941	TX	ECTOR	69	8		
TX	ECTOR	42.02066.00A	COCHRAN, JIM KENNEDY,ETAL	CONKLING BROTHERS	10/30/1959	TX	ECTOR	354	97		
			MENNED I,EIAL	PVOTHEVS							

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ST TX	COUNTY ECTOR	LEASE NO 42.02066.00B	LESSOR / GRANTOR MARSH, CHARLES E.,	LESSEE / GRANTEE CONKLING	LEASE DATE 11/1/1959	RECORDED ST TX	RECORDED COUNTY ECTOR	BOOK 354	PAGE 101	ENTRY	DESCRIPTION
TX	ECTOR	42.02066.00C	II GRIMES, OSCAR L., ET	BROTHERS CONKLING	10/30/1959	TX	ECTOR	354	104		
TX	ECTOR	42.02066.00D	UX SCHERMERHORN OIL CORP.	BROTHERS CONKLING BROTHERS	10/30/1959	TX	ECTOR	354	91		
TX	ECTOR	42.02066.00E	PARKER, T.R., ET UX	CONKLING BROTHERS	10/30/1959	TX	ECTOR	354	96		
TX	ECTOR	42.02066.00F	REDFERN, ROSALIND, ET VIR	B.W WISEMAN JR	12/24/1959	TX	ECTOR	354	90		
TX	ECTOR	42.02066.00G	VIERSEN, SAM K., ET AL	CONKLING BROTHERS	11/2/1959	TX	ECTOR	354	76		
TX	ECTOR	42.02066.00H	BUTLER, ALMOND D., ESTATE	CONKLING BROTHERS	11/2/1959	TX	ECTOR	354	79		
TX	ECTOR	42.02084.00A	ATLANTIC REFINING CO	BLAIR PRICE	10/27/1962	TX	ECTOR	420	592		
TX	ECTOR	42.02084.00B	MOSS, PAUL, ET UX	J E MABEE	8/30/1938	TX	ECTOR	55	59		
TX	ECTOR	42.02084.00C	ESSEX, B. J., ET VIR	ROGER D ALLEN	10/18/1962	TX	ECTOR	418	533		
TX	ECTOR	42.02114.000	CONNELL, W. E.	J S COSDEN INC	10/22/1925	TX	ECTOR	19	195	125	
TX	ECTOR	C.002957.000	LOUIE E WIGHT IND &	GARLAND A	10/20/1925	TX	ECTOR	19	281		OGL
			INDEP	TUNSTILL							
TX	ECTOR	C.302112.000	CHEVRON USA INCORPORATED	OXY USA INC	1/12/2004	TX TX	WINKLER ECTOR	507 1807	509 724	B74321 553	T1N, BLK 46, T&P RR CO SVY SEC 33: N2
TX	ECTOR	C.302375.000	GEORGE C FRASER ET AL	J R COLLINS INC PHILLIPS PETRO CO ET AL	5/1/1947	TX	ECTOR	107	495		T1N, BLK 45, T&P RR CO SVY SEC 29: S2NW
TX	ECTOR	C.340664.001	D F LARSEN	ATLANTIC OIL PRODUCING COMPANY	10/11/1930	TX TX	ECTOR WINKLER	33	7		ROYALTY
TX	ECTOR	C.903121.000	E N WOODS ET UX	HUGH CORRIGAN	12/4/1929	TX	ECTOR	29	367		T1N, BLK 43, T&P RR CO SVY
TX	ECTOR	C.903122.000	ALPHONSE KLOH ET AL	J R COLLINS INC PHILLIPS PETRO CO ET AL	4/16/1930	TX	ECTOR	31	193		SEC 25: S2NE T1S, BLK 43, T&P RR CO SVY SEC 3: SOUTH 160 ACRES SEC 23: NORTH 160 ACRES
TX	ECTOR	C.904656.000	DAVID RUMSEY ET AL	ALMA OIL COMPANY	12/11/1935	TX	ECTOR	43	2-4		T1S, BLK 43, T&P RR CO SVY SEC 15: N2
TX	ECTOR	C.904657.000	DAVID RUMSEY ET AL	MARATHON OIL COMPANY	8/22/1935	TX	ECTOR	42	248		T1S, BLK 43, T&P RR CO SVY SEC 15: W2SE
TX	ECTOR	C.904658.000	SCHUYLER BRYON WIGHT ET AL	R L YORK	5/6/1930	TX	ECTOR	31	225		T1S, BLK 43, T&P RR CO SVY SEC 14: S2NW
TX	ECTOR	C.904724.000	J E WITCHER ET UX	R L YORK	3/31/1926	TX	ECTOR	19	266		T2S, BLK 42, T&P RR CO SVY SEC 19: NE, SESE T2S, BLK 43 T&P RR CO SVY SEC 24: SESE SEC 25: S2NW
TX	ECTOR	C.904732.000	DAVID RUMSEY ET AL	A J BRODERICK G CALVERT	6/26/1933	TX	ECTOR	37	562		T2S, BLK 44, T&P RR CO SVY, ABSTRACT 307 SEC 27: N2S2 SEC 37: SW
TX	ECTOR	C.909062.000	GEORGE V FRASER ET AL	J R COLLINS INC PHILLIPS PETRO CO ET AL	4/17/1951	TX	ECTOR	159	629		T2S, BLK 44, T&P RR CO ABSTRACT 310 SEC 33: W2NW, SENW
TX	ECTOR	C.910083.001	HENRY A COLGATE	J R COLLINS INC	2/28/1956	TX	ECTOR	255	221		SEC 31: SW T1N, BLK 45, T&P RR CO
			ET AL	PHILLIPS PETRO CO ET AL							SVY SEC 5: NW, W2NE, N2SW, E2E2, W2SE
TX	ECTOR	C.910083.002	MARJORIE W TAYLOR	J R COLLINS INC PHILLIPS PETRO CO ET AL	2/28/1956	TX	ECTOR	255	226		T1N, BLK 45, T&P RR CO SVY SEC 5: NW, W2NE, N2SW, E2E2, W2SE
TX	ECTOR	C.910084.001	NORTH CENTRAL OIL CORP	J R COLLINS INC PHILLIPS PETRO CO ET AL	2/10/1956	TX	ECTOR	258	131		T1N, BLK 45, T&P RR CO SVY SEC 5: NW, W2NE, N2SW,
TX	ECTOR	C.910838.000	W C COCHRAN ET UX	H H PATTERSON	7/6/1925	TX	ECTOR	18	310		E2E2, W2SE T1N, BLK A, PSL SURVEY SEC 18: E2SE
TX	ECTOR	C.910840.000	MRS LOUIE E WIGHT	GARLAND A TUNSTILL	10/20/1925	TX	ECTOR	19	2		SEC 19: NE, S2 T1S, BLK 43, T&P RR CO SVY
TX	ECTOR	C.910841.000	R W SMITH	H T WOLFE	10/26/1925	TX	ECTOR	19	6		SEC 2: N2NE T1S, BLK 43, T&P RR CO SVY
TX	ECTOR	C.911620.001	SOUTHLAND ROYALTY COMPANY	PHILLIPS PETRO CO ET AL	12/16/1963	TX	ECTOR	447	157		SEC 1: S2NW T2S, BLK 44, T&P RR CO SVY, ABSTRACT 1104 SEC 20: W2SE
TX	ECTOR	C.911656.001	SOUTHLAND ROYALTY COMPANY	J R COLLINS INC PHILLIPS PETRO CO ET AL	7/15/1964	TX	ECTOR	463	182		T2S, BLK 44, T&P RR CO SVY, ABSTRACT 1104 SEC 20: E2SW

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TX	ECTOR	C.954722.001	CORNELIUS SCHNURR	CITIES SERVICE OIL COMPANY	1/28/1954	TX	ECTOR	204	427	<u> </u>	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802
TX	ECTOR	C.954723.001	JESSIE MAY WILLIAMSON ET VIR	SUN OIL COMPANY	2/20/1945	TX	ECTOR	86	347		SEC 8: N2, S2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802
TX	ECTOR	C.954724.001	W H GILMORE	SUN OIL COMPANY	2/20/1945	TX	ECTOR	86	327		SEC 8: N2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954725.001	W C KINKEL	SUN OIL COMPANY	2/20/1945	TX	ECTOR	86	329		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954726.001	PAULINE BAILEY ET VIR	R C KEITH	1/24/1945	TX	ECTOR	86	131		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2, S2
TX	ECTOR	C.954727.001	MRS J H TURBEVILLE	J R COLLINS INC SUN OIL COMPANY	2/20/1945	TX	ECTOR	86	324		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954728.001	R E LEA	SUN OIL COMPANY	2/20/1945	TX	ECTOR	86	321		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954729.001	W G SUPPES	SUN OIL COMPANY	2/20/1945	TX	ECTOR	87	5		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954730.001	J H ZINN	SUN OIL COMPANY	2/20/1945	TX	ECTOR	87	247		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954731.001	HUGH CORRIGAN	SUN OIL COMPANY	2/20/1945	TX	ECTOR	89	45		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954732.001	TEXSYLVANIA MINERAL CORPORATION	SUN OIL COMPANY	3/7/1955	TX	ECTOR	227	326	3005	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954733.001	JANE JOHNSON WILSON ET VIR	SUN OIL COMPANY	3/29/1955	TX	ECTOR	229	62	3905	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954734.001	R S ANDERSON	SUN OIL COMPANY	3/29/1955	TX	ECTOR	229	64	3904	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954735.001	H L HUFFMAN	SUN OIL COMPANY	3/29/1955	TX	ECTOR	229	66		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954736.001	L W BIDDICK	SUN OIL COMPANY	3/29/1955	TX	ECTOR	229	61		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954737.001	WARREN D ANDERSON	SUN OIL COMPANY	3/29/1955	TX	ECTOR	229	59	3901	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954738.001	R & J ROYALTY CORPORATION	SUN OIL COMPANY	3/29/1955	TX	ECTOR	229	221	4195	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954739.001	THE SAMUEL ROBERTS NOBLE FOUNDATION INC	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	87	4456	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954740.001	SMITH SPRADLING	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	107		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954741.001	THE LLOYD NOBLE TRUST NOS 1 2 3	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	103	4454	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954742.001	M E TATE ET UX	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	96	4453	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954743.001	MARY MARKEY	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	99	4452	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954744.001	RENA SIMS	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	221	4636	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954745.001	ILAMEA FORBES ET VIR	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	206	4537	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954746.001	VELMA RORING ET VIR	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	219	4639	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954747.001	FRANCES TRUMMER	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	218	4638	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954748.001	PAULINE LEMON BUCHANAN ET VIR	SUN OIL COMPANY	3/29/1955	TX	ECTOR	230	473	5046	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2
TX	ECTOR	C.954749.001	T J HINERMAN ESTATE	J R COLLINS INC PHILLIPS PETRO CO ET AL	5/5/1954	TX	ECTOR	211	338	6378	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: N2, S/2
TX	ECTOR	C.960519.001	JESSIE MAY WILLIAMSON ET	VIR CITIES SERVICE OIL COMPANY	4/27/1945	TX	ECTOR	88	137		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2

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TX	ECTOR	C.960520.001	W H GILMORE	CITIES SERVICE OIL COMPANY	4/27/1945	TX	ECTOR	88	139	2.11111	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802
TX	ECTOR	C.960521.001	R E LEA	CITIES SERVICE OIL COMPANY	4/27/1945	TX	ECTOR	88	135		SEC 8: S2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802
TX	ECTOR	C.960522.001	TEXSYLVANIA MINERAL CORPORATION	CITIES SERVICE OIL COMPANY	4/27/1945	TX	ECTOR	88	235		SEC 8: S2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960523.001	WILLIAM H COLE ET AL	OXY USA INC	5/4/1998	TX	ECTOR	1395	0285		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960524.001	H J ZINN	CITIES SERVICE OIL COMPANY	4/27/1945	TX	ECTOR	88	451		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960525.001	W G SUPPES	CITIES SERVICE OIL COMPANY	4/27/1945	TX	ECTOR	88	453		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960526.001	FRED W SHIELD	CITIES SERVICE OIL COMPANY	3/2/1954	TX	ECTOR	206	240	3069	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960527.001	ATLANTIC RICHFIELD COMPANY	OXY USA INC	9/15/1999	TX TX	TX WINKLER ECTOR	ECTOR 469 1526	1489 736 430	112 B66747 5319	12958 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960528.001	H L HUFFMAN	CITIES SERVICE OIL COMPANY	3/5/1954	TX	ECTOR	205	416		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960529.001	HUGH CORRIGAN	CITIES SERVICE OIL COMPANY	3/2/1954	TX	ECTOR	205	417	2611	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960530.001	W D ANDERSON	CITIES SERVICE OIL COMPANY	3/5/1954	TX	ECTOR	206	54	2832	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960531.001	RICHARD S ANDERSON	CITIES SERVICE OIL COMPANY	3/5/1954	TX	ECTOR	206	228	3067	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960532.001	JANE JOHNSON WILSON ET VIR	CITIES SERVICE OIL COMPANY	3/5/1954	TX	ECTOR	206	226	3068	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960533.001	L W BIDDICK	CITIES SERVICE OIL COMPANY	4/9/1954	TX	ECTOR	207	532	4054	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960534.001	THE LLOYD NOBLE TRUST NO 1 NO 2 NO 3	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	208	232	4328	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960535.001	SMITH SPRADLING	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	208	238	4329	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960536.001	THE SAMUEL ROBERTS NOBLE FOUNDATION INC	CITIES SERVICE OIL COMPANY	5/4/1954	TX	ECTOR	208	359	4445	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960537.001	M E TATE ET UX	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	208	362	4446	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960538.001	FRANCES TRUMMER	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	208	506	4635	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960539.001	VELMA RORING ET VIR	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	208	524	4662	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960540.001	R AND J ROYALTY CORPORATION	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	209	100	4793	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960541.001	MARY MARKEY	CIITES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	209	99	4792	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960542.001	ILAMAE FORBES ET VIR	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	209	90	4791	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960543.001	PAULINE LEMON BUCHANAN ET VIR	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	209	144	4833	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960544.001	RENA SIMS	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	209	153	4834	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960545.001	MARGARET R LATROBE ET VIR	CITIES SERVICE OIL COMPANY	5/6/1954	TX	ECTOR	209	274	5023	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960546.001	ALTURA ENERGY LTD	OXY USA INC	3/9/1998	TX	ECTOR	1388	183		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960547.001	FRED W SHIELD AND COMPANY	OXY USA INC	11/13/1997	TX	ECTOR	1367	035		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2

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TX	ECTOR	C.960548.001	W C KINKEL	J R COLLINS INC PHILLIPS PETROLEUM COMPANY	5/7/1945	TX	ECTOR	88	325		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802 SEC 8: S2
TX	ECTOR	C.960549.001	DORA ELIZABETH WITT ET VIR	TURMAN OIL PROPERTIES	6/1/1997	TX TX	WINKLER ECTOR	477 1355	706 0302		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960550.001	DONALD E CHAPIN	TURMAN OIL PROPERTIES	5/19/1997	TX	ECTOR	1340	587		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960551.001	SEA PROPERTIES LTD	OXY USA INC	2/11/2000	TX TX	WINKLER ECTOR	469 1519	453 308		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960552.001	PAT CORRIGAN TRUST ET AL	OXY USA INC	2/18/2000	TX TX	WINKLER ECTOR	469 1519	467 0329		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960553.001	THOMAS G SMITH	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	449 302		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960554.001	JANIS LEE BURKETT	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	451 305		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960555.001	W JOYCE ANDERSON	OXY USA INC	2/17/2000	TX TX	WINKLER ECTOR	469 1519	465 326		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960556.001	PETCO LIMITED	OXY USA INC	2/23/2000	TX TX	WINKLER ECTOR	469 1519	442 292		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960557.001	M KURT CHAPMAN	OXY USA INC	2/21/2000	TX TX	WINKLER ECTOR	469 1519	445 296		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960558.001	JANE JOHNSON WILSON	OXY USA INC	3/2/2000	TX TX	WINKLER ECTOR	469 1521	779 668		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960559.001	RODNEY J CAMP ET UX	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	447 299		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960560.001	ELAINE L RILEY	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1521	785 677		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960561.001	NANCY ANDERSON OLSON	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	455 311		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960562.001	GARY ANDERSON FELL	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	457 314		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960563.001	JANET ANDERSON LOEFFLER	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	459 317		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960564.001	KAREN SUE ANDERSON	OXY USA INC	2/10/2000	TX TX	WINKLER ECTOR	469 1519	461 320		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960565.001	KENNETH DONALD ANDERSON	OXY USA INC	2/10/2000	TX	ECTOR	1519	323	3360	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960566.001	CAROLYN K LISLE 1990 REV TRUST	OXY USA INC	2/11/2000	TX TX	WINKLER ECTOR	470 1525	414 661		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960567.001	MARY ANN CURTIS FAMILY TRUST	OXY USA INC	2/11/2000	TX TX	WINKLER ECTOR	470 1525	417 665		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960568.001	RUTH L CLEMENT	OXY USA INC	5/17/2000	TX TX	WINKLER ECTOR	472 1536	813 766		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960569.001	CLARA G BATAILLE	OXY USA INC	5/11/2000	TX TX	WINKLER ECTOR	472 1536	815 769		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960570.001	LORRY A CHAPMAN	OXY USA INC	5/16/2000	TX TX	WINKLER ECTOR	472 1536	817 772		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960571.001	L W BIDDICK TRUST DTD 3-8-82	OXY USA INC	3/7/2000	TX TX	WINKLER ECTOR	469 1521	781 671		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960572.001	ILAMAE FORBES REVOCABLE TRUST DTD 5-28-8	OXY USA INC	3/2/2000	TX TX	WINKLER ECTOR	469 1521	783 674		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960573.001	HUGH CORRIGAN III TRUST	OXY USA INC	4/12/2000	TX TX	TX WINKLER ECTOR	ECTOR 470 1525	1561 422 672	161 B66898 5120	14444 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: NE4
TX	ECTOR	C.960574.001	CEC TRUST F/B/O HUGH CORRIGAN IV	OXY USA INC	4/12/2000	TX TX	TX WINKLER ECTOR	ECTOR 470 1561	1525 424 165	675 B66899 14445	5121 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: NE4
TX	ECTOR	C.960575.001	CEC TRUST FBO PATRICK EDWARD CORRIGAN	OXY USA INC	4/12/2000	TX TX	WINKLER ECTOR	476 1561	664 157		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: NE4

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TX	ECTOR	C.960576.001	SAMEDAN OIL CORPORATION	OXY USA INC	4/14/2000	TX TX	WINKLER ECTOR	471 1529	356 458	B67039 6094	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960577.001	WILLIAM SMITH SPRADLING	OXY USA INC	3/27/2000	TX TX	WINKLER ECTOR	470 1525	412 658	B66891 5116	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960578.001	MARGARET BOOTH DUNNINGTON	OXY USA INC	4/6/2000	TX TX	WINKLER ECTOR	472 1536	819 775		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960579.001	SPINDLETOP EXPLORATION COMPANY INC	OXY USA INC	5/2/2000	TX TX	WINKLER ECTOR	471 1529	363 0455	B67040 6093	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960580.001	HENRY A COLGATE TRUST	OXY USA INC	5/2/2000	TX TX	WINKLER ECTOR	472 1536	825 784		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960581.001	RICHARD M COLGATE ET AL	OXY USA INC	5/2/2000	TX TX	WINKLER ECTOR	472 1536	823 781		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960582.001	THE PRESBYTERIAN HOME FOR CHILDREN	OXY USA INC	5/26/2000	TX TX	WINKLER ECTOR	473 1539	462 439		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960583.001	R & J ROYALTY CORPORATION	OXY USA INC	6/7/2000	TX TX	WINKLER ECTOR	472 1536	821 778		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960584.001	ST MARY'S CATHOLIC CHURCH	OXY USA INC	4/10/2000	TX TX	WINKLER ECTOR	470 1525	410 655	B66893 5115	SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960585.001	MDJ MINERALS LLP	OXY USA INC	4/11/2000	TX TX	WINKLER ECTOR	470 1526	751 0854	B66966 5422	SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960586.001	WHITE STAR ENERGY INC	OXY USA INC	6/16/2000	TX TX	WINKLER ECTOR	473 1539	460 442		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960587.001	EDITH ESTHER BAKER ESTATE	OXY USA INC	6/16/2000	TX TX	WINKLER ECTOR	472 1536	811 763		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960588.001	MYRTLE S SIMS ESTATE	OXY USA INC	3/30/2000	TX TX	WINKLER ECTOR	470 1526	749 0851	B66965 5421	SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960589.001	HUFFMAN FAMILY TRUST	OXY USA INC	4/1/2000	TX TX	WINKLER ECTOR	476 1561	660 152		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960591.000	GEORGE C FRASER ET AL	THE ATLANTIC REFINING COMPANY	12/2/1943	TX	ECTOR	79	437		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 337 SEC 7: E2SE SEC 7: SWSE
TX	ECTOR	C.960592.000	APACHE CORP	OXY USA INC	6/1/1998	TX	ECTOR	1421	135	13021	SEC 7: NWSE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 337 SEC 7: NE
TX	ECTOR	C.960599.001	PAULINE BAILEY	TURMAN OIL PROPERTIES	6/1/1997	TX TX	WINKLER ECTOR	448 1362	677 503		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960600.001	JEWEL L ROGERS	TURMAN OIL PROPERTIES	6/1/1997	TX TX	WINKLER ECTOR	448 1362	675 500		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877
TX	ECTOR	C.960601.001	OPAL L JONES	TURMAN OIL PROPERTIES	6/1/1997	TX TX	WINKLER ECTOR	447 1355	713 296		SEC 6: E2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.960602.001	WADE AND TONI CHOATE GRANDCHILDREN	TURMAN OIL PROPERTIES	5/21/1997	TX TX	WINKLER ECTOR	447 1355	708 308		T1N, BLK 45, T&P RR CO SVY, ABSTRACT 877 SEC 6: E2
TX	ECTOR	C.962050.001	TRUST BILLY SCHNEIDER ET UX	TURMAN OIL PROPERTIES	7/21/1997	TX	ECTOR	1350	287	8978	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 802
TX	ECTOR	C.962064.001	JESSIE MAY WILLIAMSON	W L SIMMONS	5/5/1954	TX	ECTOR	208	6	4057	SEC 8: S2 T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336
TX	ECTOR	C.962065.001	J V TERRILL	OTTO DEATS	5/5/1954	TX	ECTOR	208	151	4245	SEC 5: W/2NE, E2E2, W2SE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336
TX	ECTOR	C.962066.001	W G SUPPES	BUFFALO OIL COMPANY	2/9/1955	TX	ECTOR	224	36		SEC 5: W/2NE, E2E2, W2SE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336
TX	ECTOR	C.962067.001	MRS CLAIR K BETHELL	BUFFALO OIL COMPANY	2/9/1955	TX	ECTOR	224	40		SEC 5: W/2NE, E2E2, W2SE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336
TX	ECTOR	C.962068.001	SUN EXPLORATION AND PRODUCTION	EGRET ENERGY CORPORATION	3/16/1984	TX	ECTOR	900	17	5691	SEC 5: W/2NE, E2E2, W2SE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336
TX	ECTOR	C.962069.001	COMPANY AMOCO PRODUCTION COMPANY	ALTA ENERGY CORPORATION	8/1/1986	TX	ECTOR	963	727	16761	SEC 5: W/2NE, E2E2, W2SE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336
TX	ECTOR	C.962070.001	J V TERRILL	TEXACO SEABOARD INC	3/4/1959	TX	ECTOR	337	116	8137	SEC 5: W/2NE, E2E2, W2SE T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: N2SW, S2SW

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ST TX	COUNTY ECTOR	LEASE NO C.962071.001	LESSOR / GRANTOR JESSIE MAY	LESSEE / GRANTEE TEXACO SEABOARD	LEASE DATE 2/26/1959	RECORDED ST TX	RECORDED COUNTY ECTOR	BOOK 337	<u>PAGE</u> 96	ENTRY 8138	DESCRIPTION T1N, BLK 45, T&P RR CO
			WILLIAMSON	INC							SVY, ABSTRACT 336 SEC 5: N2SW, S2SW
TX	ECTOR	C.962072.001	CLAIRE BETHELL ET AL	TEXACO SEABOARD INC	4/14/1959	TX	ECTOR	341	38	11623	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: N2SW, S2SW
TX	ECTOR	C.962073.001	KENWORTHY OPERATING COMPANY	J BROCK	4/1/1995	TX	ECTOR	1242	997	8749	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: N2SW, S2SW
TX	ECTOR	C.962074.001	FRED W SHEILD AND COMPANY	OXY USA INC	11/13/1997	TX	ECTOR	1367	35	13310	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: NW, W2NE, N2SW, S2SW, E2E2, W2SE SEC 8: N2
TX	ECTOR	C.962075.001	ALTURA ENERGY LTD	OXY USA INC	3/9/1998	TX	ECTOR	1388	183	4073	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: NW, N2SW, S2SW SEC 5: W2NE, E2E2, W2SE
TX	ECTOR	C.962076.001	JAMES W BROCK ET UX	TURMAN OIL PROPERTIES	7/21/1997	TX	ECTOR	1350	290	8979	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: N2SW, S2SW
TX	ECTOR	C.962077.001	THE ALLAR COMPANY	OXY USA INC	7/27/1998	TX	ECTOR	1423	500	13620	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: NW
TX	ECTOR	C.962078.001	ATLANTIC RICHFIELD COMPANY	OXY USA INC	3/7/2000	TX	ECTOR	1526	430	5319	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 336 SEC 5: NW SEC 5: W2NE, E2E2, W2SE
TX	ECTOR	C.964075.001	CEC TRUST F/B/O PATRICK EDWARD CORRIGAN	OXY USA INC	11/14/2000	TX TX	WINKLER ECTOR	477 1564	608 0700	B68290 15336	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 271 SEC 6: SE
TX	ECTOR	C.964123.001	CEC TRUST F/B/O/ HUGH CORRIGAN IV	OXY USA INC	11/14/2000	TX TX	WINKLER ECTOR	477 1564	612 0703	B68291 15337	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 271 SEC 6: SE
TX	ECTOR	C.964124.001	HUGH CORRIGAN III TRUST	OXY USA INC	11/14/2000	TX TX	WINKLER ECTOR	477 1564	612 0706	B68292 15338	T1N, BLK 45, T&P RR CO SVY, ABSTRACT 271 SEC 6: SE
TX	ECTOR	340655/001	BP AMERICA PRODUCTION COMPANY	OXY USA WTP LP	2/10/2003	TX TX	ECTOR WINKLER	499	525		BLK 46, TIN, T&P RR CO SVY SEC 22: SW
TX	ECTOR	340648/001	RICHARD M COLEGATE, INDIV & AIF FOR	OXY USA WTP LP	4/4/2001	TX TX	ECTOR WINKLER	481	401		BLK 46, TIN, T&P RR CO SVY SEC 10: E2 SEC 22: W2
TX	ECTOR	340648/002	CITIBANK N.A. TR U/W/O HENRY A	OXY USA WTP LP	4/4/2001	TX TX	ECTOR WINKLER	487	594		BLK 46, TIN, T&P RR CO SVY SEC 10: E2 SEC 22: W2
TX	ECTOR	340659/001	MDJ MINERALS LLP	OXY USA WTP LP	6/6/2002	TX TX	ECTOR WINKLER	491	831		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/006	RODNEY J CAMP ET UX	OXY USA WTP LP	4/4/2001	TX TX	ECTOR WINKLER	481	397		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340635/001	ALTURA ENERGY	OXY USA INC	3/9/1998	TX TX	ECTOR WINKLER	1388	183		BLK 46, TIN, T&P RR CO SVY SEC 17: W2 BLK 46, TIN, T&P RR CO SVY SEC 10: SE SEC 22: W2
TX	ECTOR	340650/002	THE FROST NAT'L BANK, TR FOR ACCT	OXY USA WTP LP	7/1/2002	TX TX	ECTOR WINKLER	1717	282		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340658/001	STATES INC	OXY USA WTP LP	11/29/2001	TX TX	ECTOR WINKLER	487	596		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/007	LAZY BACKWARDS S LTD	OXY USA WTP LP	6/18/2002	TX TX	ECTOR WINKLER	493	844		BLK 456 TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/009	BRIAN HARDIN, TR OF SUSAN SLOAN TRUST	OXY USA WTP LP	6/3/2002	TX TX	ECTOR WINKLER	1675	415		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/005	EVELYN S GRAHAM AND J RAY STEWART,	OXY USA WTP LP	10/30/2001	TX TX	ECTOR WINKLER	487	592		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/001	WHITE STAR ENERGY INC	OXY USA WTP LP	2/27/2002	TX TX	ECTOR WINKLER	490	732		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/004	J M ROGERS, AGENT & AIF FOR JEWEL L	OXY USA WTP LP	6/13/2001	TX TX	ECTOR WINKLER	1603	65		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340642/005	DORA ELIZABETH WITT ET VIR	TERRA RESOURCES INC	9/24/1985	TX TX	ECTOR WINKLER	354	217		BLK 46, TIN, T&P RR CO SVY SEC 22: W2

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	ECTOR	340642/002	W JOYCE ANDERSON ET AL	TERRA RESOURCES INC	11/20/1985	TX TX	ECTOR WINKLER	355	233		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340642/003	MAX DAVID	TERRA RESOURCES INC	10/2/1985	TX TX	ECTOR WINKLER	942	141		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340642/001	VIRGINIA SMITH ET VIR	TERRA RESOURCES INC	1/6/1986	TX TX	ECTOR WINKLER	355	749		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340642/004	E A MCCULLOUGH	TERRA RESOURCES INC	2/5/1986	TX TX	ECTOR WINKLER	357	43		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/010	JANICE LEE BURKETT	OXY USA WTP LP	5/1/2001	TX TX	ECTOR WINKLER	481	399		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/013	THOMAS G SMITH	OXY USA WTP LP	5/1/2001	TX TX	ECTOR WINKLER	484	68		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/008	CLARA G BATAILLE	OXY USA WTP LP	5/31/2001	TX TX	ECTOR WINKLER	482	339		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/011	RUTH L CLEMENT	OXY USA WTP LP	6/5/2001	TX TX	ECTOR WINKLER	482	341		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/012	THE PRESBYTERIAN HOME FOR CHILDREN	OXY USA WTP LP	5/23/2001	TX TX	ECTOR WINKLER	482	351		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340656/001	WADE CHOATE, TRUSTEE OF THE CHOATE GRANDCHILDRENS	OXY USA WTP LP	3/21/2003	TX TX	ECTOR WINKLER	1734	515		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340663/001	FRED W SHIELD & CO	OXY USA INC	11/13/1997	TX TX	ECTOR WINKLER	1367	35		BLK 46, TIN,T&P RR CO SVY SEC 10: E2 SEC 22: W2 BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340645/002	JOHNNYE DIANE MASON	OXY USA WTP LP	3/1/2003	TX TX	ECTOR WINKLER	1815	110		BLK 46, TIN, T&P RR CO SVY SEC 22: NW
TX	ECTOR	340645/001	MARGARET BOOTH DUNNINGTON	OXY USA WTP LP	3/1/2003	TX TX	ECTOR WINKLER	1815	138		BLK 46, TIN, T&P RR CO SVY SEC 22: NW
TX	ECTOR	340657/001	ATLANTIC RICHFIELD COMPANY	DON TURMAN	3/1/1998	TX TX	ECTOR WINKLER	1392	936		BLK 45, TIN, T&P RR CO SVY SEC 8: N2 SEC 28: NW, W2SW, SESW SEC 28: NESW BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340650/003	GREGORY J HAMPTON, TRUSTEE	OXY USA WTP LP	10/10/2002	TX TX	ECTOR WINKLER	1701	564		BLK 46, TIN, T&P RR CO SVY SEC 22: W2
TX	ECTOR	340640/011	VIRGINIA SMITH U/W/O T J HINERMAN	FRANK C ASHBY	12/7/1956	TX	ECTOR	271	529		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/018	EVELYN C WHEELER, INDIV & U/W/O BENJAMIN WHEELER	B W WISEMAN JR AND F M JACKSON	10/17/1956	TX	ECTOR	272	48		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/005	MARJORIE W TAYLOR, INDIV AND U/W/O WALTER W TAYLOR	B W WISEMAN JR AND F M JACKSON	10/3/1956	TX	ECTOR	272	112		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/009	N R KNEASS ET UX	W R GODDARD	12/5/1956	TX	ECTOR	272	333		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/012	WILLARD N DODGE ET AL	GEORGE S TURNER	12/4/1956	TX	ECTOR	273	215		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/008	NANCY SHORT MOFFETT ET AL	B W WISEMAN JR AND F M JACKSON	11/1/1956	TX	ECTOR	273	217		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/014	BEATRICE M FREER ET VIR, ETRX U/W/O EMMA BEATTY	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	273	219		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/017	ELLEN R KINNE ET VIR	B W WISEMAN JR AND F M JACKSON	12/3/1956	TX	ECTOR	273	220		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/013	W J HILSEWECK	RALPH W MALONE, TRUSTEE	1/2/1957	TX	ECTOR	273	233		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/016	DERRELL H RIKERT ET AL	W R GODDARD	3/7/1957	TX	ECTOR	287	9		BLK 45, TIN, T&P RR CO SVY SEC 28: W2

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ST TX	COUNTY ECTOR	LEASE NO 340644/001	LESSOR / GRANTOR RICHARD M COLEGATE, INDIVI AND U/W/O HENRY A	LESSEE / GRANTEE RUST OIL CORPORATION	LEASE DATE 12/3/1985	RECORDED ST TX	RECORDED COUNTY ECTOR	BOOK 945	PAGE 122	ENTRY	DESCRIPTION BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340644/002	COLEG HELEN KELLY LIESE ET AL	RUST OIL CORPORATION	12/9/1985	TX	ECTOR	943	659		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340651/001	AMERICAN NAT'L BANK, AGENT OF JANE L RUSSELL OIL A	OXY USA WTP LP	4/29/2003	TX	ECTOR	1747	851		BLK 45, TIN, T&P RR CO SVY SEC 28: NW, W2SW, SESW
TX	ECTOR	340651/003	W A LANDRETH JR	OXY USA WTP LP	4/22/2003	TX	ECTOR	1743	706		BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340653/004	JAMES E HALL	OXY USA WTP LP	5/19/2003	TX	ECTOR	1747	859		SEC 28: NW, W2SW, SESW BLK 45, TIN, T&P RR CO SVY SEC 28: NW, W2SW, SESW
TX	ECTOR	340651/002	AMERICAN NAT'L BANK, TRUSTEE OF	OXY USA WTP LP	4/29/2003	TX	ECTOR	1747	855		BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340653/002	THE FROST NAT'L BANK, TR FOR ACCT	OXY USA WTP LP	5/6/2003	TX	ECTOR	1747	61		SEC 28: NW, W2SW, SESW BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340652/001	SEMPRA ENERGY PRODUCTION CO	OXY USA WTP LP	5/20/2003	TX	ECTOR	1747	863		SEC 28: NW, W2SW, SESW BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340653/006	JOHN J REDFERN IV	OXY USA WTP LP	6/17/2003	TX	ECTOR	1776	665		SEC 28: NW, W2SW, SESW BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340653/005	RANDALL REDFERN MACNAUGHTON	OXY USA WTP LP	6/17/2003	TX	ECTOR	1776	669		SEC 28: NW, W2SW, SESW BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	3400662/001	APACHE CORPORATION	OXY USA INC	6/1/1998	TX	ECTOR	1421	135		SEC 28: NW, W2SW, SESW BKL 45, TIN, T&P RR CO SVY SEC 7: E/2W/2
TX	ECTOR	340636/002	JESSIE MAY WILLIAMSON	BEN T ROGERS	7/11/1949	TX	ECTOR	137	173		BLK 45, TIN, T&P RR CO SVY SEC 17: W2
TX	ECTOR	340636/003	MARJORIE W TAYLOR	MARIAH ENERGY	3/17/1954	TX	ECTOR	207	253		BLK 45, TIN, T&P RR CO SVY SEC 17: W2
TX	ECTOR	340636/004	RICHARD M COLGATE, ET AL	W R GODDARD	7/30/1958	TX	ECTOR	314	339		BLK 45, TIN, T&P RR CO SVY SEC 17: W2
TX	ECTOR	340636/001	FRED W SHIELD	BUCK WILSON	8/19/1958	TX	ECTOR	318	410		BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340637/001	KERR-MCGEE OIL & GAS	OXY USA WTP LP	8/1/2001	TX	ECTOR	1638	118		SEC 17: W2 BLK 45, T1N, T&P RR CO SVY
TX	ECTOR	340653/003	CHARLES L HALL	OXY USA WTP LP	5/19/2003	TX	ECTOR	1765	16		SEC 17: W2 BLK 45 T1N SEC 28: NW, W2SW, SESW
TX	ECTOR	340653/001	HERD PARTNERS LIMITED	OXY USA INC	4/23/2003	TX	ECTOR	1743	710		BLK 45, TIN, T&P RR CO SVY SEC 28: NW, W2SW, SESW
TX	ECTOR	340640/001	JESSIE MAY WILLIAMSON	B W WISEMAN JR AND F M JACKSON	5/8/1956	TX	ECTOR	259	424		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/006	MAX DAVID	B W WISEMAN JR AND F M JACKSON	6/11/1956	TX	ECTOR	260	326		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/021	J RALPH STEWART	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	261	200		BLK 45, TIN, T&P RR CO SVY SEC 28: W2
TX	ECTOR	340640/002	JOHN L ABBOTT	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	262	527		BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340640/007	MAY W COLES ET VIR	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	262	528		SEC 28: W2 BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340640/019	1ST NATIONAL BANK OF FT WORTH U/W/O	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	262	531		SEC 28: W2 BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340640/010	PHOEBE T HORN ET VIR	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	262	532		SEC 28: W2 BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340640/020	HOWARD L ANDERSON ET UX	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	263	392		SEC 28: W2 BLK 45, TIN, T&P RR CO SVY
TX	ECTOR	340640/003	LUCILE NEWCOMBE HILSEWECK ET VIR	B W WISEMAN JR. AND F M JACKSON	6/21/1956	TX	ECTOR	265	465		SEC 28: W2 BLK 45 T1N T&P RR CO SVY
TX	ECTOR	340640/004	KATHRYN COONS ET AL	B W WISEMAN JR AND F M JACKSON	6/21/1956	TX	ECTOR	268	59		SEC 28: W2
TX	ECTOR	340640/015	CORNELIUS SCHNURR	B W WISEMAN JR AND F M JACKSON	10/3/1956	TX	ECTOR	270	362		BLK 45, TIN, T&P RR CO SVY SEC 28: W2

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em	COLINER	LEACE NO	LESCON / CRANTON	LESSEE / CDANTEE	LEASE	RECORDED	RECORDED	BOOK	DACE	ENTEDN	DESCRIPTION
TX	GAINES	LEASE NO 42.02051.000	RILEY, THOMAS	LESSEE / GRANTEE GULF OIL	8/30/1943	TX	GAINES	37	PAGE 35	ENTRY	DESCRIPTION
TX	GAINES	42.02052.00A	TRUST JAMES NICHOLS, N. DALE, ET	CORPORATION DYCO PETROLEUM	8/3/1977	TX	GAINES	227	579		
mv.	C. A. D. TOO	40.00000.004	AL	CORPORATION	0.14.4.4.0000	mvv	0.17770	=0			
TX TX	GAINES GAINES	42.02053.00A 42.02053.00B	CUMMINS, R.H. ET AL CUNNINGHAM, DORA	THE DEVONIAN CO THE DEYONIAN CO	9/14/1978 8/23/1948	TX TX	GAINES GAINES	53 52	20 468		
TX	GAINES	42.02053.00C	E. ET AL TERRILL, J.V.	THE DEVONIAN CO	11/2/1948	TX	GAINES	53	508		
TX	GAINES	M10533.000	TURMAN, L C	SOUTHLAND	5/31/1929	TX	GAINES	29	54		PSL SURVEY, BLK A-10
TX	GAINES	M11596.000	PARHAM, S L	ROYALTY COMPANY SOUTHLAND	7/26/1949	TX	GAINES	100	207		SEC 10: W2 PSL SURVEY, BLK A-10
TX	GLASSCOCK	42.02078.00A	KOLB, NORMA JEAN	ROYALTY COMPANY SLATE LAND	7/27/1992	TX	GLASSCOCK	293	746		SEC 8: ALL
TX	GLASSCOCK	42.02078.00B	KOLB, CHARLES	SERVICES SLATE LAND	7/28/1992	TX	GLASSCOCK	294	192		
TX	GLASSCOCK	42.02078.00C	STEVEN FOWLER, DEBORA	SERVICES SLATE LAND	7/28/1992	TX	GLASSCOCK	295	36		
TX	GLASSCOCK	42.02087.00A	LYNN GAMBILL, JOE JR., ET	SERVICES DEVANIAN OIL CO	6/25/1945	TX	GLASSCOCK	57	23		
TX	GLASSCOCK	42.02087.00B	AL REYNOLDS, C. C. &	DEVONIAN OIL CO	4/21/1945	TX	GLASSCOCK	56	16		
TX	GLASSCOCK	42.02089.00A	WILLIE WHITEHOUSE, WILLIAM GLADSTONE &	EL CAPITAN OIL CO	2/22/1951	TX	GLASSCOCK	66	324		
TX	GLASSCOCK	42.02089.00B	EUNICE COX, CHAS. J. & B.	F E MILLER	1/31/1948	TX	GLASSCOCK	60	128		
		42.02089.00B 42.02090.00A	RAE		11/17/1944	TX			137		
TX	GLASSCOCK		GAMBILL, LAWTON L., ET AL	TIDE WATER ASSOCIATED OIL COMPANY	11/1//1944		GLASSCOCK	55			
TX	GLASSCOCK	42.02091.00A	DANIEL, OLIVER H.	W.H POMEROY JR	12/8/1947	TX	GLASSCOCK	58	261		
TX	GLASSCOCK	42.02091.00B	HAYDEN, R. E. & CLARA, ET	AL W.H POMEROY JR	11/18/1947	TX	GLASSCOCK	58	250		
TX	GLASSCOCK	42.02093.00A	HENDRICKSON, IRMA WRAGE, ET AL	R.L YORK	2/7/1944	TX	GLASSCOCK	53	513		
TX	GLASSCOCK	42.02116.000 42.02117.000	BIGBY, J.O, ET UX	JOHN L FOGARTY	2/18/1947	TX	GLASSCOCK	58	92		
TX TX	GLASSCOCK GLASSCOCK	42.02117.000	COUEY, M.L., ET AL HOWARD, WM.	B.C MANN W.H POMEROY JR	4/17/1947 11/17/1947	TX TX	GLASSCOCK GLASSCOCK	58 58	186 243		
TX	GLASSCOCK	42.02118.000	FRASER, GEORGE C,	TIDE WATER		TX	GLASSCOCK	58	275		
17	GLASSCOCK	42.02119.000	ET AL	ASSOCIATED OIL COMPANY	2/14/1947	17	GLASSCOCK	36	2/3		
TX	GLASSCOCK	42.02120.000	HOWARD, WILLIAM	W.H POMEROY JR	12/17/1947	TX	GLASSCOCK	58	289		
TX	GLASSCOCK	42.02121.000	COUEY, M.L., ET AL	B.C MANN	2/15/1947	TX	GLASSCOCK	58	106		
TX	GLASSCOCK	C.910872.001	A LOUIS WRAGE ET AL	GENERAL AMERICAN OIL COMPANY	11/29/1950	TX	GLASSCOCK	66	307		BLK 36, T3S, T&P RR CO SVY
TX	GLASSCOCK	C.910873.000	LOUIS A WRAGE ET AL	GENERAL AMERICAN OIL COMPANY	7/25/1950	TX	GLASSCOCK	63	558		SEC 28: SW BLK 36, T3S, T&P RR CO SVY
TX	HOCKLEY	C.919397.000	W T COBLE ET UX	J A WHITTENBURG	12/20/1936	TX	HOCKLEY	7	89		SEC 28: SW LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 16: W2
TX	HOCKLEY	C.919398.000	W T COBLE ET UX	ANGUISH LINK	5/26/1936	TX	HOCKLEY	4	534		LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY TRACT 5: E2 TRACT 6: E2 TRACT 15: W2 TRACT 25: E2
TX	HOCKLEY	C.919399.001	W T COBLE	ALEX MCCUTCHIN	6/15/1946	TX	HOCKLEY	16	242		LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 15: E2 SUBDIVISION 16: E2
TX	HOCKLEY	C.919400.001	BURNETT B ROBERTS ET UX	R F DUFFIELD	2/2/1944	TX	HOCKLEY	13	54		LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 15: E2
TX	HOCKLEY	C.919401.000	L P HOWERTON ET UX	R F DUFFIELD	2/2/1944	TX	HOCKLEY	12	410		SUBDIVISION 16: E2 LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY
TX	HOCKLEY	C.919402.000	L P HOWERTON ET UX	W T COBLE	2/25/1939	TX	HOCKLEY	7	527		SUBDIVISION 24: S2W2 LEAGUE 66, HARDEMAN
											COUNTY SCHOOL LAND SVY SUBDIVISION 24: N2W2
TX	HOCKLEY	C.919403.000	W T COBLE	ALEX MCCUTCHIN	11/29/1946	TX	HOCKLEY	89	63		LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 17: W2
TX	HOCKLEY	C.928515.000	W T COBLE	H E CHILES JR	2/15/1947	TX	HOCKLEY	16	336		LEAGUE 66, HARDEMAN
***	MOGREE I	5.525515.000	1 30222	2 GIIILLO JA	L, 10/10 <sup>-1</sup> /		- CORDET	10	555		COUNTY SCHOOL LAND SVY SUBDIVISION 6: W2
TV	HOCKLEY	C 02051C 000	W.T.COBLE	HECHIEC DETAI	4/1/10/17	TV	HOCKLEY	16	420		SUBDIVISION 5: S2W2
TX	HOCKLEY	C.928516.000	W T COBLE	H E CHILES JR ET AL	4/1/1947	TX	HOCKLEY	16	438		LEAGUE 67, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 18: E2, W2

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ST TX	COUNTY HOCKLEY	LEASE NO C.928517.000	LESSOR / GRANTOR W T COBLE ET AL	LESSEE / GRANTEE EDWARD C LAWSON	LEASE DATE 8/27/1947	RECORDED ST TX	RECORDED COUNTY HOCKLEY	BOOK 16	PAGE 579	ENTRY	DESCRIPTION LEAGUE 68. HARDEMAN
17	HOCKET	C.320317.000	W I COBLE ET AL	EDWARD C LAWSON	0/2//194/	TA .	HOCKEE	10	3/3		COUNTY SCHOOL LAND SVY SUBDIVISION 32: N2 LESS & EXCEPT 36.7 ACS IN NW4, 36.7 ACS IN NE4
TX	HOCKLEY	C.928518.000	W T COBLE	EDWARD C LAWSON	10/6/1947	TX	HOCKLEY	16	601		LEAGUE 65, 68, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 31: 52 LESS & EXCEPT 8.49 ACRES BEING ROW TO P&SF RY CO SVY SUBDIVISION 30: N2 LESS & EXCEPT 73.47 ACRES BEING ROW TO P&SF RY CO SVY
TX	HOCKLEY	C.928519.000	P O SMITH	SAM COMBS	8/18/1944	TX	HOCKLEY	14	405		LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 5: W2N2W2
TX	HOCKLEY	C.928520.000	NELSON W WILLARD	COLINE OIL CORP	10/1/1929	TX	HOCKLEY	4	14		LEAGUE 81, SHACKELFORD COUNTY SCHOOL LAND SVY LABOR 25: 42.5 ACRES OF SOUTH 85 ACRES
TX	HOCKLEY	C.928549.000	PANHANDLE & SANTA FE RR	EDWARD C LAWSON	1/28/1948	TX	HOCKLEY	102	487		LEAGUE 65, 68, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 31: ALL THAT CERTAIN STRIP, TRACT OR PARCEL SITUATED IN THE \$/2
TX	HOCKLEY	C.928611.000	T B GRANT	E CONSTANTIN JR	7/7/1947	TX	HOCKLEY	16	543		LEAGUE 67, HARDEMAN COUNTY SCHOOL LAND SVY TRACT 8: E2 BEING 177.1 ACRES
TX	HOCKLEY	C.928612.000	W C KINSER ET UX	E CONSTANTIN JR	5/27/1947	TX	HOCKLEY	16	407		LEAGUE 67, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 12: W2
TX	HOCKLEY	C.928613.000	BURNETT B ROBERTS	E CONSTANTIN JR	5/19/1947	TX	HOCKLEY	16	402		LEAGUE 67, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 19: W2 SUBDIVISION 22: W2
TX	HOCKLEY	C.929121.000	CATHARINE C WHITTENBURG ET AL	CAJIF PETROLEUM COMPANY	11/11/1966	TX	HOCKLEY	58	121		LEAGUE 65, 68, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 30: N2 LESS & EXCEPT 73.36 ACRES AND 36.5997 ACRES IN SE CORNER OF N2
TX	HOCKLEY	C.929122.000	CATHARINE C WHITTENBURG ET AL	CAJIF PETROLEUM COMPANY	6/3/1966	TX	HOCKLEY	57	646		LEAGUE 66, HARDEMAN COUNTY SCHOOL LAND SVY SUBDIVISION 23: SE 10 ACRES OUT OF W2
TX	HOWARD	42.02076.00A	GEODYNE NOMINEE CORPORATION	SAMSON LONE STAR LIMITED PARTNERSHIP	7/7/2004	TX	HOWARD	973	74	00002549	
TX TX	HOWARD HOWARD	42.02079.00A 42.02079.00B	FRANKLIN, JAMES W HALE, WYNELLE FRANKLIN ET	RBP LAND COMPANY RBP LAND COMPANY	10/16/1994 10/16/1994	TX TX	HOWARD HOWARD	707 709	681 431		
TX TX	HOWARD HOWARD	42.02133.000 42.02134.00A	DAVIS, NADA MAE MORGAN CAPITAL GROUP, INC, ET AL	KERRY E BLAIR COBRA EXPLORATION COMPANY	11/30/1994 2/1/1995	TX TX	HOWARD HOWARD	712 712	358 395	1257 1276	
TX	HOWARD	42.02134.00B	HALL, FLORENCE THELMA, TESTAMENTARY TRUST, ET AL	RBP LAND COMPANY	11/7/1995	TX	HOWARD	728	41	7503	
TX	HOWARD	42.M0072.00A	GEODYNE NOMINEE CORPORATION	PHILLIP HANCOCK	12/1/1999	TX TX	HOWARD MITCHELL	668 65	377 462		MD00563000 — AN UNIVIDED 1/8 INTEREST IN AND TO ALL THE OIL, GAS AND OTHER MINERALS IN

AND OTHER
MINERALS IN
AND UNDER OR THAT
MAY BE PRODUCED FROM,
THE FOLLOWING
DESCRIBED LANDS
SITUATED IN HOWARD
COUNTY, TEXAS:

BLOCK 29, WACO AND NORTHWESTERN RR CO SURVEY SECTION 64: S2 SECTION 65: S2 SECTION 93: NE NE, W2 NE, NW SE SECTION 96: E2

AND UNDIVIDED 1/4
INTEREST IN AND TO ALL
OF THE OIL, GAS AND
OTHER MINERALS
IN AND UNDER OR THAT
MAY BE PRODUCED FROM,
THE FOLLOWING
DESCRIBED LANDS
SITUATED IN HOWARD
COUNTY, TEXAS:

SECTION 114:

S2 SE

AN UNDIVIDED 1/8
INTEREST IN AND TO ALL
OF THE OIL, GAS AND
OTHER MINERALS
IN AND UNDER THAT MAY
BE PRODUCED FROM ALL
OF SECTION 9, BLOCK 17,
S.P. RR
SURVEY, MITCHELL
COUNTY, TEXAS, AND
BEING THE SAME AND
IDENTICAL INTEREST
CONVEYED BY HARRY
HYMAN AND WIFE,
SARAH M. HYMAN TO
PEERLESS OIL & GAS
COMPANY BY

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	HOWARD	42.M0079.00A	GEODYNE NOMINEE CORPORATION	SAMSON LONE STAR LIMITED PARTNERSHIP	6/14/2005	TX	HOWARD	1004	240	001636	MD02422000 — AN UNDIVIDED 1/4 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS SITUATED IN HOWARD COUNTY, TEXAS:
											BLOCK 33, TOWNSHIP 1 NORTH, T&P RR CO SURVEY SECTION 14: NE
TX	HOWARD	42.M0080.00A	SAMSON LONE STAR, LLC, ET	AL ENDURO OPERATING LLC	3/3/1993	TX	HOWARD	1208	422	2011- 00000424	MD02426000 — AN UNDIVIDED 1/4 INTEREST IN AND TO ALL THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM, THE FOLLOWING DESCRIBED LANDS STUATED IN HOWARD COUNTY, TEXAS:
											BLOCK 33, TOWHSHIP 1 NORTH, T&P RR CO SURVEY SECTION 17: SE, W2 NE4, NE4 NE4
TX	IRION	42.02085.00A	TUCKER, VERLIS BRANCH ET	VIR BILL B CHAPPELL	1/3/1977	TX	IRION	39	459		1121
TX	IRION	42.02085.00B	COLONIAL ROYALTIES CO	MWJ PRODUCING COMPANY	10/28/1976	TX	IRION	39	311		
TX TX	IRION IRION	42.02085.00C 42.02085.00D	SNYDER, F W CASHDOLLAR	JOSEPH S GRUSS MWJ PRODUCING	4/16/1973 10/27/1976	TX TX	IRION IRION	32 39	74 313		
IX	IKION	42.02003.00D	ROYALTY TRUST, CREATED BY DOT 3/1/1954	COMPANY	10/2//13/0	1A	INON	39	313		
TX	IRION	42.02096.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOHN L COX	11/4/1981	TX TX	IRION REAGAN	55	98	52587	
TX	IRION	42.02097.000	TEXAS SCOTTISH RITE HOSPITAL FOR	JOHN L COX	11/4/1981	TX TX	IRION REAGAN	177	255	52586	
TX	IRION	42.02098.000	CRIPPLED CHILDREN TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOGRUSS OIL CORPORATION	1/1/1972	TX TX	IRION REAGAN	30	137	72153	
TX	IRION	42.02099.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	EVELYN R GRUSS	10/5/1971	TX TX	IRION REAGAN	126	299	34724	
TX	IRION	42.02100.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	4/12/1971	TX TX	IRION REAGAN	125	166	34203	
TX	IRION	42.02101.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	4/12/1971	TX TX	IRION REAGAN	81	164		
TX	IRION	42.02102.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	4/12/1971	TX TX	IRION REAGAN	81	207		
TX	IRION	42.02103.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	4/12/1971	TX TX	IRION REAGAN	81	193		
TX	IRION	42.02104.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOHN L COX	11/4/1981	TX	IRION	55	65		
TX	IRION	42.02105.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	10/5/1971	TX	IRION	30	417	34725	
TX	IRION	42.02106.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	10/5/1971	TX TX	IRION REAGAN	126	277	34722	
TX	IRION	42.02107.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	1/1/1972	TX	IRION	30	192		
TX	IRION	42.02108.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	1/1/1972	TX	IRION	30	181		
TX	IRION	42.02109.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	11/1/1972	TX	IRION	30	170		
TX	IRION	42.02110.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	1/1/1972	TX	IRION	30	159		
TX	IRION	42.02111.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	1/1/1972	TX	IRION	30	148		
TX	IRION	42.02122.000	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOSEPH S GRUSS	10/5/1971	TX	IRION	118	256	34721	
TX	IRION	42.02123.000	CRAVENS, HENRY, ET AL	MWJ PRODUCING COMPANY	6/27/1968	TX	IRION	25	175		
TX	IRION	42.02124.000	SUGG, ELA C	ENERGY TRADING INC	2/28/1977	TX	IRION	40	365		
TX	IRION	42.02176.000	NOELKE, W.M., ESTATE	THE ATLANTIC REFINING COMPANY	6/26/1946	TX	IRION	11	121		
TX	MARTIN	42.02056.00A	EXCHANGE OIL & GAS CORP	R K PETROLEUM CORP	2/18/1974	TX	MARTIN	153	241		
TX	MARTIN	42.02056.00B	LAMESA NATIONAL BANK ET AL TRUSTEES	R K PETROLEUM CORP	2/1/1971	TX	MARTIN	137	150		

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	MARTIN	42.02056.00C	U S SMELTING	R K PETROLEUM	5/14/1971	TX	MARTIN	137	814	ENTRI	DESCRIPTION
IX	MARIIN		REFINING & MINING COMPANY	CORP							
TX	MARTIN	42.02056.00D	TEXAS LAND & MORTGAGE COMPANY INC	R K PETROLEUM CORP	2/12/1971	TX	MARTIN	135	238		
TX	MARTIN	42.02056.00E	ANDERSON, RICHARD S. IND & AS EXEC	R K PETROLEUM CORP	2/12/1971	TX	MARTIN	135	237		
TX	MARTIN	42.02113.00A	BAUER, ANELLA SLAUGHTER, ET AL	FRANK SHACKELFORD	12/31/1970	TX	MARTIN	133	416	483	
TX	MIDLAND	42.02127.000	HUTCHINSON, MRS. W.A., ET	AL PETE DROPPLEMAN FRANK J DOWNEY	11/18/1943	TX TX	MIDLAND GLASSCOCK	77 53	561 593		
TX	PECOS	42.02057.00A	PECOS VALLEY OIL COMPANY	PEERLESS OIL & GAS COMPANY	8/29/1938	TX	PECOS	120	129		
TX	PECOS	42.02058.00A	PECOS VALLEY OIL COMPANY	M H BLACK	6/4/1938	TX	PECOS	119	319		
TX	PECOS	42.02059.00A	PECOS VALLEY OIL COMPANY	JOHN M HILLS	6/12/1959	TX	PECOS	266	452		
TX	PECOS	42.02059.00B	MINARY, JOHN S.	JOHN M HILLS	6/22/1959	TX	PECOS	266	377		
TX	PECOS	42.02059.00C	BENEDICT CORPORATION	JOHN M HILLS	6/12/1959	TX	PECOS	272	7		
TX	PECOS	42.02059.00D	WICKES, L.W., AGENT	JOHN M HILLS	6/30/1959	TX	PECOS	272	248		
TX	PECOS	42.02059.00E	ONEILL, GROVER	JOHN M HILLS	7/1/1959	TX	PECOS	267	165		
TX	PECOS	42.02059.00F	TURNER, LEWIS	JOHN M HILLS	5/28/1959	TX	PECOS	267	169		
TX	PECOS	42.02059.00G	PALEY, BARBARA C.	JOHN M HILLS	6/23/1959	TX	PECOS	266	459		
TX	PECOS	42.02059.00H	HAWKINS, MARGUERITE	JOHN M HILLS	6/25/1959	TX	PECOS	266	464		
TX	PECOS	42.02059.00I	CALLERY, FRANCIS A.	JOHN M HILLS	5/14/1959	TX	PECOS	266	382		
TX	PECOS	42.02059.00J	BAIRD, DAVIS G.	JOHN M HILLS	7/22/1959	TX	PECOS	266	387		
TX	PECOS	42.02059.00K	PERSHING, MURIEL R.,ETVIR	JOHN M HILLS	7/6/1959	TX	PECOS	266	392		
TX	PECOS	42.02059.00L	PEERLESS OIL & GAS COMPAN	JOHN M HILLS	5/21/1959	TX	PECOS	266	397		
TX	PECOS	42.02059.00M	CHADBOURNE, WILLIAM M.	JOHN M HILLS	5/26/1959	TX	PECOS	266	402		
TX	PECOS	42.02059.00N	MONTEREY OIL COMPANY	JOHN M HILLS	6/30/1959	TX	PECOS	266	407		
TX	PECOS	42.02059.00O	SWEENEY, ROBERT J.	JOHN M HILLS	6/1/1959	TX	PECOS	266	412		
TX	PECOS	42.02059.00P	CALLERY, GEORGE L.	JOHN M HILLS	6/3/1959	TX	PECOS	266	417		
TX	PECOS	42.02059.00Q	GOETZ, WILLIAM W.	JOHN M HILLS	6/5/1959	TX	PECOS	266	422		
TX	PECOS	42.02059.00R	HIRSHON, WALTER	JOHN M HILLS	5/26/1959	TX	PECOS	266	427		
TX	PECOS	42.02059.00S	PALEY, WILLIAM S.	JOHN M HILLS	6/22/1959	TX	PECOS	266	432		
TX	PECOS	42.02059.00T	RIDDELL PETROLEUM CORPORA	JOHN M HILLS	5/27/1959	TX	PECOS	266	437		
TX	PECOS	42.02059.00U	SPILLER, JESSIE B.	JOHN M HILLS	6/1/1959	TX	PECOS	266	442		
TX	PECOS	42.02059.00V	SACK, ISIDOR	JOHN M HILLS	6/1/1959	TX	PECOS	266	447		
TX	PECOS	42.02059.00W	HILLS, JOHN M.	USSR&M CO	6/6/1960	TX	PECOS	273	163		
TX	PECOS	42.02060.000	SIBLEY, EFFIE POTTS, ETAL	SHELL OIL COMPANY	2/16/1960	TX	PECOS	272	440		
TX	PECOS	42.02130.000	EATON, HYDEN J.	E C HUBBLE	7/1/1948	TX	PECOS	162	19		
TX	PECOS	42.02131.000	PECOS VALLEY OIL COMPANY	D S BARKER	2/26/2026	TX	PECOS	18	406		
TX	PECOS	42.02132.00A	JACKSON, T. M., ET AL	E C HUBBLE	1/1/1949	TX	PECOS	168	287		
TX	PECOS	42.02132.00B	MCCOY, D. E., ET AL	E C HUBBLE	1/1/1949	TX	PECOS	169	337		
TX	PECOS	42.02132.00C	BOGGS LULA ET AL	E C HUBBLE	1/1/1949	TX	PECOS	168	299		

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om	COMPIENT	LEAGENO	A EGGOD / OD ANTOD	A DOODE / OD ANTEE	LEASE	RECORDED	RECORDED	POOT/	DAGE	ENTEN	DESCRIPTION
TX	PECOS	LEASE NO 42.M0071.00A	LESSOR / GRANTOR SAMSON LONE STAR LLC, ET	AL ENDURO OPERATING LLC	DATE 1/4/2011	TX	PECOS	<u>BOOK</u> 3	<u>PAGE</u> 124	ENTRY 115107	DESCRIPTION AGMT. NO. 132321000 — AN UNDIVIDED 1/8 INTEREST IN AND TO ALL THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS IN PECOS COUNTY, TEXAS:
											BLOCK 3, H&TC RR CO SURVEY SECTION 27: S2, NW2 SAVE AND EXCEPT W4 W4
											AN UNDIVIDED 1/32 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS IN PECOS COUNTY, TEXAS:
											BLOCK 3, H&TC RR CO SURVEY SECTION 34: S2
											AN UNDIVIDED 1/4 OF 1/8 ROYALTY INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS IN PECOS COUNTY, TEXAS:
											BLOCK 3, H&TC RR CO SURVEY SECTION 34: N2 ASSUMING THE NORTHWEST BOUNDARY LINE OF SAID SECTION 34 AS THE NORTH BOUNDARY LINE THEREOF, CONTAINING 320 ACRES, MADE OR LESS
TX	PECOS	C.902948.000	MRS M A SMITH ET AL	W D REYNOLDS	2/20/1925	TX	PECOS	34	78		MORE OR LESS GC&SF RY CO SVY, A-4931, CERT 3969, BLK 195
TX	PECOS	C.902949.000	MRS M A SMITH ET AL	E C MARRS	12/20/1924	TX	PECOS	29	567		SEC 39: ALL GC&SF RY CO SVY, A-4555, CERT 3980, BLK 194 SEC 17: ALL L/E AN 84.42 ACRE TRACT OUT OF THE
TX	PECOS	C.903089.001	IDA MAY RAMSEY ET VIR	ROXANA PETROLEUM CORP	10/30/1926	TX	PECOS	39	471		W2 GC&SF RR CO SVY, A-7441, BLK 194 SEC 24: EAST 16.02 ACRES & WEST 280.4 VARAS OUT OF SENE DESCRIBED IN YATES FIELD UNIT ACREEMENTS AS 24.59
TX	PECOS	C.903090.001	MRS J C MATTHEWS GUARDIAN	JOHN W EMCH	11/15/1926	TX	PECOS	39	463		ACRES M/L GC&SF RR CO SVY, A-7441, BLK 194 SEC 24: EAST 16.02 ACRES & WEST 280.4 VARAS OUT OF SENE DESCRIBED IN YATES FIELD UNIT AGREEMENTS AS 24.59 ACRES M/L
TX	PECOS	C.903091.000	MRS M A SMITH ET VIR	CALIFORNIA CO	1/31/1924	TX	PECOS	27	540		GC&SF RY CO SVY, A-4556, CERT 3980, BLK 194
TX	PECOS	C.903092.001	MRS M A MONROE SMITH ET VIR	JOHN W EMCH	11/3/1926	TX	PECOS	39	414		SEC 23: PART SWNW GC&SF RR CO SVY, A-7441, BLK 194 SEC 24: EAST 16.02 ACRES & WEST 280.4 VARAS OUT OF SENE DESCRIBED IN YATES FIELD UNIT AGREEMENTS AS 24.59 ACRES M/L
TX	PECOS	M10069.001	HERRING, H B	MARLAND EMPLOYEES SOUTHLAND ROYALTY CO	11/18/1926	TX	PECOS	51	269		GC&SF RY CO SVY, A-4838, CERT 3979, BLK 194 SEC 33: ALL
TX	PECOS	M10076.001	WALDO, E L	SOUTHLAND ROYALTY COMPANY	8/29/1924						JOHN BORDINE, A39, C105, P410, VOL 3, BEING A PART OF AND DESCRIBED BY METES AND BOUNDS IN
TX	PECOS	M10076.002	HAGAN, A M	MARLAND EMPLOYEES SOUTHLAND	11/2/1926	TX	PECOS	42	15		DEED GC&SF RR SVY, BLK 194, A-4561 SEC 35: ALL
TX	PECOS	M10101.001	YATES, I G ETUX	ROYALTY CO MARLAND EMPLOYEES SOUTHLAND ROYALTY CO	2/17/1927	TX	PECOS	42	242		RUNNELLS COUNTY SCHOOL LANDS SVY NO 3, A-2169, YATES RANCH SUBDIVISION 51: ALL SUBDIVISION 22: ALL SUBDIVISION 21: ALL
TX	PECOS	M10134.001	HARRISON, K D ETAL	MARLAND EMPLOYEES ROYALTY COMPANY	6/10/1927	TX	PECOS	50	155		GC&SF RY CO SVY, BLK 194 SEC 103: ALL
TX	PECOS	M10140.001	BROWN OIL & ROYALTY COMPANY	MARLAND EMPLOYEES	6/9/1927	TX	PECOS	50	251		TC RR CO SVY, BLK 194 SEC 101: ALL
TX	PECOS	M10143.001	W A SMITH ET AL	ROYALTY COMPANY MARLAND EMPLOYEES ROYALTY COMPANY	6/15/1927	TX	PECOS	64	407		GC&SF RY CO SVY, A-8071, BLK 194 SEC 28: W2 & E2

CT	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	PECOS	M10143.002	W A SMITH ET AL	MARLAND EMPLOYEES ROYALTY COMPANY	6/15/1927	TX	PECOS	50	299	ENTRI	GC&SF RV CO SVY, BLK 194 SEC 3: ALL SEC 23: ALL SEC 25: ALL SEC 26: ALL SEC 27: ALL SEC 37: ALL SEC 38: ALL SEC 39: ALL SEC 41: ALL SEC 39: ALL SEC 41: ALL
TX	PECOS	M11369.001	HOLMES, ESTELLE YATES ETVIR	SOUTHLAND ROYALTY COMPANY	12/11/1946	TX	PECOS	112	323		I&GN RR CO SVY, BLK 1 SEC 70: ALL SEC 71: ALL
TX	PECOS	M11369.002	HOLMES, ESTELLE YATES ETVIR	SOUTHLAND ROYALTY COMPANY	12/11/1946	TX	PECOS	112	323		IRGN RR CO SVY, BLK 1 SEC 59: ALL SEC 60: ALL SEC 61: ALL SEC 62: ALL SEC 63: ALL SEC 63: ALL RUNNELS COUNTY SCHOOL LANDS SVY SEC 3: EAST 435.6 ACRES TRACT A: ALL TRACT E: ALL TRACT C: ALL
											TRACT D: ALL TRACT E: ALL
TX	PECOS	ML000663.000	SMITH, MRS M A ETVIR AGENT FOR STATE OF	E C MARRS	12/20/1929	TX	PECOS	29	526		
TX	PECOS	ML000664.000	SMITH, MRS M A ETVIR	THE PURE OIL COMPANY	10/18/1925	TX	PECOS	36	160		GC&SF RY CO SVY, A-4284, BLK 194 SEC 25: ALL
TX	PECOS	ML000693.000	SMITH, MRS M A ETVIR	BROWN KENNETH W	7/14/1925	TX	PECOS	18	347		GC&SF RY CO SVY, A-6744, BLK 194 SEC 38: ALL
TX	PECOS	ML000694.000	SMITH, MRS W A ETVIR	WILKINSON JP	3/24/1920	TX	PECOS	16	343		GC&SF RY CO SVY, A-4931, BLK 194 SEC 39: ALL
TX	PECOS	ML002384.000	SMITH, W A ETUX	E C MARRS	12/20/1924	TX	PECOS	29	567		TC RR CO SVY, A-4716, BLK 194 SEC 101: ALL
TX	PECOS	ML002443.000	SMITH, H A MRS ETAL	TRANSCONTINENTAL OIL COMPANY	12/11/1923	TX	PECOS	27	581		GC&SF RY CO SVY, A-4838, BLK 194 SEC 33: ALL
TX	PECOS	ML002444.000	YATES, I G ETUX	TRANSCONTINENTAL OIL COMPANY	12/28/1923	TX	PECOS	27	522		I&GN RR CO SVY, A-727, BLK 1 SEC 61: ALL I&GN RR CO SVY, A-728, BLK 1 SEC 62: ALL
TX	PECOS	ML002450.000	SMITH, M A ETUX	THE CALIFORNIA COMPANY	2/4/1924	TX	PECOS	27	542		GC&SF RR CO SVY, A-5420, BLK 194 SEC 26: ALL
TX	PECOS	ML002453.000	SMITH, W A ET AL	THE CALIFORNIA COMPANY	3/5/1924	TX	PECOS	2	587		GC&SF RY CO SVY, A-4561, BLK 194 SEC 35: ALL
TX	PECOS	ML002471.000	YATES, I G ETUX	GULF PRODUCTION COMPANY	10/1/1924	TX	PECOS	29	417		SEC 35: ALL RUNNELLS COUNTY SCHOOL LANDS SVY NO 3, A-2169, YATES RANCH SUBDIVISION 51: ALL SUBDIVISION 22: ALL SUBDIVISION 21: ALL
TX	PECOS	ML002472.000	YATES, I G ETUX	R R PENN	8/31/1926	TX	PECOS	29	377		I&GN RR CO SVY, A-726, BLK 1 SEC 60: E2, W2 L/E EAST 100 ACRES AND EAST 100 ACRES OF W2
TX	PECOS	ML002473.000	SMITH, M A, MRS ETVIR	F E MILLER ET AL	10/3/1924	TX	PECOS	29	420		GC&SF RY CO SVY, BLK 194 SEC 103: ALL

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ST TX	COUNTY PECOS	LEASE NO ML004002,000	LESSOR / GRANTOR SOUTHLAND ROYALTY COMPANY	LESSEE / GRANTEE C F LAWRENCE ASSOCIATES	LEASE <u>DATE</u> 10/11/1973	RECORDED ST TX	RECORDED COUNTY PECOS	<u>BOOK</u> 497	<u>PAGE</u> 398	ENTRY	DESCRIPTION  I&GN RR CO SVY, BLK 1  SEC 54: ALL  SEC 54: ALL  SEC 54: E2  SEC 53: E2  SEC 53: E2  SEC 52: E2, LESS AND  EXCEPT 20 ACRES OUT OF  THE EAST PART  SURROUNDING  THE 1-52 YATES  SEC 55: E2
TX	REAGAN	42.02086.00A	HARBISON, SAMUEL	JOSEPH S GRUSS	12/16/1953	TX	REAGAN	78	528		3EC 33. E2
TX	REAGAN	42.02086.00B	B., ETAL COUEY, M. L. &	JOSEPH S GRUSS	12/16/1953	TX TX	GLASSCOCK REAGAN	78 78	528 531		
TX	REAGAN	42.02088.00A	VIRGINIA, ET AL WILLIAMS, EDMUND	R.H CUMMINS	7/14/1948	TX TX	GLASSCOCK REAGAN	78 30	531 473		
TX	REAGAN	42.02088.00B	P. & ERSKINE WILLIAMS, LILLIAN	R.H CUMMINS	7/14/1948	TX TX	GLASSCOCK REAGAN	60 30	232 469		
TX	REAGAN	42.02088.00C	G. WILLIAMS TOM Q.,	R.H CUMMINS	7/14/1948	TX TX	GLASSCOCK REAGAN	60 30	235 465		
			ETAL			TX	GLASSCOCK	60	239		
TX	REAGAN	42.02088.00D	LINDLEY, FLORENCE M.	R.H CUMMINS	7/14/1948	TX TX	REAGAN GLASSCOCK	30 60	461 243		
TX	REAGAN	42.02088.00E	WILLIAMS, PROBERT F.	R.H CUMMINS	7/14/1948	TX TX	REAGAN GLASSCOCK	30 60	458 246		
TX	REAGAN	42.02128.000	TEXAS SCOTTISH RITE HOSPITAL	JOHN L COX	9/21/1995	TX	REAGAN	94	479		
TX	REAGAN	42.02129.000	PROCTOR, LEONARD,	EL CAPITAN OIL CO	1/31/1951	TX	REAGAN	35	282		
TX	SCURRY	42.02050.00A	ET AL WINSTON, HARRIE,	TAYLOR OIL GAS CO	10/21/1953	TX	SCURRY	139	349		
TX	SCURRY	42.02050.00B	ET AL POFF, H. BRYAN, ET	W.C MYRPHY	8/1/1953	TX	SCURRY	139	311		
TX	SCURRY	42.02050.00C	AL MONTOYA OIL CO,	DRILLING TAYLOR OIL GAS CO	9/15/1953	TX	SCURRY	142	45		
			INC.								
TX TX	SCURRY TERRY	42.02072.000 42.02061.00A	ALLEN, T. P., ET AL WRIGHT, FRED S.	JAMES L PARKS TEXLAND	4/23/1973 9/30/1983	TX TX	SCURRY TERRY	246 461	992 681		
TX	TERRY	42.02074.00A	ESTATE MULDROW, GRADY	PETROLEUM INC TEXLAND	2/12/2003	TX	TERRY	689	524	225196	
TX	TERRY	42.02074.00B	MONTGOMERY DORFNER, MEGAN	PETROLEUM LP TEXLAND	2/12/2003	TX	TERRY	689	531	225197	
TX	TERRY	42.02074.00C	MULDROW MONTGOMERY,	PETROLEUM LP TEXLAND	2/12/2003	TX	TERRY	689	538	225198	
			TIMOTHY A. G.	PETROLEUM LP							
TX	TERRY	42.02074.00D	MULDROW, BROOK MONTGOMERY	TEXLAND PETROLEUM LP	2/12/2003	TX	TERRY	689	544	225199	
TX	TERRY	42.02074.00E	MULDROW, TARA FISHER	TEXLAND PETROLEUM LP	2/12/2003	TX	TERRY	689	517	225195	
TX	TERRY	42.02074.00F	MULDROW, ALVAN M., JR.	TEXLAND PETROLEUM LP	2/12/2003	TX	TERRY	689	550	225200	
TX	TERRY	42.02074.00G	MULDROW, KELLY ALEXANDER	TEXLAND PETROLEUM LP	2/12/2003	TX	TERRY	689	557	225201	
TX	TERRY	42.02074.00H	MULDROW, DEVON	TEXLAND	2/12/2003	TX	TERRY	689	563	225202	
TX	TERRY	42.02074.00I	ALENE AGEN MULDROW, A M &	PETROLEUM LP TEXLAND	2/12/2003	TX	TERRY	689	569	225203	
TX	TERRY	42.02075.00A	VERA TRUST CHRISTENSEN	PETROLEUM LP TEXLAND	5/23/2003	TX	TERRY	691	399	225580	
TX	TERRY	42.02075.00B	PETROLEUM INC YOUNGER, JOHN F.	PETROLEUM LP TEXLAND	5/23/2003	TX	TERRY	691	403	225581	
TX	TERRY	42.02075.00C	DREAMERS LAND &	PETROLEUM LP TEXLAND	8/6/2003	TX	TERRY	698	89	226860	
			MINERALS	PETROLEUM LP							
TX	TERRY	42.02075.00D	LAGUNA ROYALTY LTD	TEXLAND PETROLEUM LP	1/13/2004	TX	TERRY	699	476	227179	
TX	TERRY	42.02077.00A	MULDROW, A.M., ET UX, ET	PLACID OIL COMPANY	7/28/1948	TX	TERRY	108	205		
TX	TERRY	42.02077.00B	MCGOWAN, JOE J.	PLACID OIL COMPANY	10/14/1948	TX	TERRY	109	343		
TX	TERRY	42.02077.00C	BROWNFIELD, A. M.	PLACID OIL COMPANY	11/8/1948	TX	TERRY	110	179		
TX TX	TERRY TERRY	42,02136.00A 42.02136.00B	POOL, MARY LOUISE POOL, SUSAN POPE, 2003 REVOCABLE	W.D YOUNG W.D YOUNG	8/27/2004 8/27/2004	TX TX	TERRY TERRY	708 708	215 211		
TX	TERRY	42.02136.00C	TRUST NORTH CENTRAL OIL	TEXLAND	12/9/2005	TX	TERRY	726	67		
TX	TERRY	42.02137.00A	CORPORATION HARMAN, PEGGY JOY	PETROLEUM LP TEXLAND	9/28/2004	TX	TERRY	710	518		
				PETROLEUM LP							
TX TX	TERRY TERRY	42.02137.00B 42.02137.00C	BALZER, JUDY CASH BLYTHE, JERRE F	S CRAIG YOUNG S CRAIG YOUNG	9/8/2004 9/8/2004	TX TX	TERRY TERRY	710 710	512 515		
TX	TERRY	42.02137.00D	HLM OIL AND ROYALTIES	S CRAIG YOUNG	11/16/2004	TX	TERRY	712	704		
TX TX	TERRY TERRY	42.02137.00E 42.02137.00F	GAHRING, WELDON BALPH, EVELYN	S CRAIG YOUNG S CRAIG YOUNG	11/11/2004 12/30/2005	TX TX	TERRY TERRY	715 727	450 578		
			MARGARRET, TRUST								

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ST TX	COUNTY TERRY	LEASE NO 42.02138.00A	LESSOR / GRANTOR RIDDLE, H.T. & LEOTI, SCHOLARSHIP	LESSEE / GRANTEE TEXLAND PETROLEUM LP	LEASE DATE 10/19/2004	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TOX /	TED DV	12 02120 000	FOUNDATION		0/14/2004	mv	menny.	77.4	74		
TX	TERRY	42.02138.00B	GOODNER, MARY COLLINS	TEXLAND PETROLEUM LP	9/14/2004	TX	TERRY	734	71		
TX	TERRY	42.02138.00C	WRIGHT, CORA S, TRUST	TEXLAND PETROLEUM LP	12/21/2004	TX	TERRY	714	111		
TX TX	TERRY TERRY	42.02138.00D 42.02138.00E	MILLER, RAYMOND F WAKEFIELD, T. PARTEN	S CRAIG YOUNG TEXLAND PETROLEUM LP	5/17/2005 10/24/2005	TX TX	TERRY TERRY	720 725	831 197		
TX	TERRY	42.02138.00F	FUENTES, ANNE	TEXLAND	1/10/2006	TX	TERRY	733	611		
TX	TERRY	42.02138.00G	FINGER, TRUST FINGER, JOHN C,	PETROLEUM LP TEXLAND	1/10/2006	TX	TERRY	733	616		
TX	TERRY	42.02138.00H	TRUST LAGUNA ROYALTY	PETROLEUM LP TEXLAND	1/12/2006	TX	TERRY	731	613		
TX	TERRY	42.02138.00I	LTD KERM OIL	PETROLEUM LP S CRAIG YOUNG	4/25/2006						
TX	TERRY	42.02143.00A	PROPERTIES MULDROW, ALVAN MONTGOMERY, JR, ET	MILLER FLOYD	5/10/1983	TX	TERRY	454	145	151047	
TX	TERRY	42.02143.00B	AL GRAHAM, GLENNA K,	MILLER FLOYD	5/10/1983	TX	TERRY	454	153	151048	
			INDIV AND AS TRUSTEE								
TX TX	TERRY TERRY	42.02144.00A 42.02144.00B	YOUNGER, JOHN F CHRISTENSEN	JAMES L MASSIE JAMES L MASSIE	2/28/1984 2/28/1984	TX TX	TERRY TERRY	466 466	319 263	155741 155705	
TX	TERRY	42.02144.00C	PETROLEUM, INC BRISTOL, RALPH A,	GRIFFIN PETROLEUM	5/6/1985	TX	TERRY	482	169	162143	
			ESTATE, ET AL	COMPANY							
TX	TERRY	42.02144.00D	JBW LAND & MINERALS, INC	GRIFFIN PETROLEUM COMPANY	5/6/1985	TX	TERRY	482	173	162144	
TX	TERRY	42.02146.00A	SPOONER, ROBERT LAWRENCE	YOUNG LAND EXPLORATION INC	9/7/1983	TX	TERRY	460	27		
TX	TERRY	42.02146.00B	SPOONER, ROBERT LAWRENCE	YOUNG LAND EXPLORATION INC	9/7/1983	TX	TERRY	460	27		
TX	TERRY	42.02147.00A	POOL, MARY L	H O ROWLAND	7/16/1981	TX	TERRY	426	349		
TX	TERRY	42.02148.00A	HANNES, SUSAN POOL AKA P.	H O ROWLAND	7/16/1981	TX	TERRY	426	321		
TX TX	TERRY TERRY	42.02149.00A 42.02150.00A	HILL E. B. TR RIDDLE SCHOLARSHIP	H O ROWLAND YOUNG LAND EXPLORATION INC	8/31/1981 9/27/1983	TX TX	TERRY TERRY	429 461	731 685		
TX	TERRY	42.02151.00A	FOUNDATION NO. 1 FOSTER PETROLEUM	YOUNG LAND	12/23/1983	TX	TERRY	464	461		
			CORP	EXPLORATION INC							
TX	TERRY	42.02152.00A	SPOONER, SANDRA JUNE	ELMER B DILLARD	3/12/1984	TX	TERRY	466	631		
TX	TERRY	42.02153.00A	BALPH, MARGARET ESTATE	ELMER B DILLARD	2/24/1984	TX	TERRY	468	531		
TX	TERRY	42.02154.00A	MCMILLEN J W TRUST	AMOCO PRODUCTION COMPANY	4/13/1984	TX	TERRY	468	879		
TX	TERRY	42.02155.00A	BALPH, MARGARET	H O ROWLAND	11/30/1981	TX	TERRY	431	795		
TX	TERRY	42.02156.00A	ESTATE NORTH CENTRAL OIL	H O ROWLAND	12/2/1981	TX	TERRY	433	5		
TX	TERRY	42.02157.00A	CORPORATION YADON, C P & EILEEN	YOUNG LAND	9/20/1983	TX	TERRY	459	123		
TX	TERRY	42.02158.00A	TRUST SPOONER, SANDRA	EXPLORATION INC YOUNG LAND	6/29/1984	TX	TERRY	470	991		
TX	TERRY	42.02159.00A	BRISTOL JEAN	EXPLORATION INC TEXLAND	4/1/1988	TX	TERRY	517	899		
TX	TERRY	42.02160.00A	HARRIS ETAL GAHRING, WILLIAM R	PETROLEUM INC H O ROWLAND	12/3/1981	TX	TERRY	432	521		
TX	TERRY	42.02160.00B	ESTATE	H O ROWLAND	12/3/1981	TX	TERRY	432	521		
			GAHRING, WILLIAM R ESTATE								
TX	TERRY	42.02161.00A	NORTH CENTRAL OIL CORPORATION	H O ROWLAND	12/2/1981	TX	TERRY	433	1		
TX	TERRY	42.02162.00A	HARMAN,PEGGY JOY THOMPSON	H O ROWLAND	12/3/1981	TX	TERRY	434	563		
TX	TERRY	42.02162.00B	HARMAN,PEGGY JOY THOMPSON	H O ROWLAND	12/3/1981	TX	TERRY	434	563		
TX	TERRY	42.02163.00A	HLM OIL &	H O ROWLAND	4/22/1982	TX	TERRY	438	43		
TX	TERRY	42.02163.00B	ROYALTIES INC HLM OIL &	H O ROWLAND	4/22/1982	TX	TERRY	438	43		
TX	TERRY	42.02164.00A	ROYALTIES INC RIDDLE	YOUNG LAND	6/11/1984	TX	TERRY	476	781		
TX	TERRY	42.02165.00A	SCHOLARSHIP FOUNDATION NO. 1 SPOONER, SANDRA	EXPLORATION INC YOUNG LAND	2/1/1988	TX	TERRY	512	605		
			JUNE	EXPLORATION INC							
TX	TERRY	42.02166.00A	MCMILLEN J W TRUST	YOUNG LAND EXPLORATION INC	1/27/1988	TX	TERRY	512	37		
TX	TERRY	42.02167.00A	WRIGHT FRED S TRUST	TEXLAND PETROLEUM INC	2/18/1988	TX	TERRY	512	604		
TX	TERRY	42.02167.00B	WRIGHT FRED S TRUST	TEXLAND PETROLEUM INC	2/18/1988	TX	TERRY	512	604		
TX	TERRY	42.02168.00A	WAKEFIELD MARION JEAN B	TEXLAND PETROLEUM INC	4/1/1988	TX	TERRY	517	903		
TX	TERRY	42.02168.00B	WAKEFIELD MARION	TEXLAND	4/1/1988	TX	TERRY	517	903		
TX	TERRY	42.02169.00A	JEAN B BRISTOL, MASON	PETROLEUM INC TEXLAND	4/1/1988	TX	TERRY	517	907		
TX	TERRY	42.02170.00A	POOL, MARY L.	PETROLEUM INC H O ROWLAND	12/11/1981	TX	TERRY	433	751		
TX TX	TERRY TERRY	42.02171.00A 42.02172.00A	HANNES, SUSAN P. MCMILLEN J W &	H O ROWLAND YOUNG LAND	12/11/1981 9/14/1984	TX TX	TERRY TERRY	433 474	735 603		
			PAULINE TRUST	EXPLORATION INC							
TX	TERRY	42.02173.00A	BP AMERICA PRODUCTION COMPANY	TEXLAND PETROLEUM LP	1/15/2005	TX	TERRY	714	92		
TX TX	UPTON UPTON	42.02092.00A 42.02125.000	MAJORS, B H PROCTOR, LEONARD,	GLENN MYERS EL CAPITAN OIL CO	3/11/1948 1/31/1951	TX TX	UPTON UPTON	85 134	238 5	1521	
			ET AL			TX	REAGAN	36	25		

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	UPTON	42.02126.000	KENNER, C.W., ET UX	POWELL ROBERTS	4/3/1945	TX TX	UPTON GLASSCOCK	69 58	382 65	ENIKI	DESCRIPTION
ГХ	UPTON	42.02175.000	ST OF TX UNIVERSITY LANDS	TIDEWATER OIL COMPANY	6/18/1948	TX	MIDLAND UPTON	84 90	333 97		
ГХ	UPTON	42.M0070.00A	M-32824 PARTNERSHIP PROPERTIES CO	. KAISER-FRANCIS OIL CO & SAMSON	1/1/1979	TX	UPTON	455	295		
ГХ	UPTON	42.M0076.00A	SAMSON RESOURCES COMPANY	RESOURCES J DAVID WILLIAMS OIL AND GAS	10/30/2000	TX	UPTON	704	764		
ГХ	WARD	42.02055.000	ST OF TX 58848	PROPERTIES PAN AMERICAN PETROLEUM	12/9/1965	TX	WARD	290	209		
ΓX	WARD	42.02069.000	ST OF TX 62226	CORPORATION SUN OIL COMPANY	6/13/1968	TX	WARD	318	161		
TX TX	WARD WARD	42.02073.00A 42.02139.00A	CITIES SERVICE OIL CO THOMPSON,	WALTER B HOLTON  CALVIN G CAMPBELL	8/6/1973 12/19/1979	TX TX	WARD WARD	374 447	423 225	301	
TX	WARD	42.02139.00B	FRANCES E, ET AL MARSTON, EDGAR J,	CALVIN G CAMPBELL	1/7/1980	TX	WARD	448	323	682	
X	WARD	42.02139.00C	JR, TRUSTEE MARSTON, GEORGE	CALVIN G CAMPBELL	1/7/1980	TX	WARD	448	325	684	
X	WARD	42.02139.00D	H MARSTON, ROBERT C	CALVIN G CAMPBELL	1/7/1980	TX	WARD	448	321	680	
TX TX	WARD WARD	42.02140.00A 42.02140.00B	MARTIN, A C, ET UX MARTIN, MYRTLE	CALVIN G CAMPBELL CALVIN G CAMPBELL	8/10/1980 7/10/1980	TX TX	WARD WARD	452 452	729 726	2413 2411	
ľΧ	WARD	42.02140.00C	MCCANN,	CALVIN G CAMPBELL	7/10/1980	TX	WARD	452	723	2409	
ГХ	WARD	42.02140.00D	MARGARET MARTIN BRODERICK, MRS. A J	CALVIN G CAMPBELL	8/10/1980	TX	WARD	452	720	2407	
ГХ	WARD	42.02140.00E	D.M. ROYALTIES, LTD	AMERICAN QUASAR PETROLEUM CO	3/24/1981	TX	WARD	462	315	1297	
ГΧ	WARD	42.02140.00F	SCHIEFFER, PATRICIA PENROSE	AMERICAN QUASAR PETROLEUM CO	4/14/1981	TX	WARD	464	9	2033	
ΓX	WARD	42.02140.00G	CORNER, NELL F, TRUST, ET	AL AMERICAN QUASAR PETROLEUM CO	3/11/1981	TX	WARD	464	12	2034	
ſΧ	WARD	42.02140.00H	RAY, GEORGE CALVERT	AMERICAN QUASAR PETROLEUM CO	5/19/1981	TX	WARD	464	216	2137	
ГХ	WARD	42.02140.00I	RAY, DAVID RANDOLPH, JR	AMERICAN QUASAR PETROLEUM CO	5/19/1981	TX	WARD	464	721	2404	
ГХ	WARD	42.02140.00J	RAY, ROSALIE E. S. CALVERT	AMERICAN QUASAR PETROLEUM CO	5/19/1981	TX	WARD	464	381	2232	
ГХ	WARD	42.02140.00K	CONOCO INC	AMERICAN QUASAR PETROLEUM CO	5/1/1981	TX	WARD	469	351	3603	
ГХ	WARD	42.02141.00A	BASS ENTERPRISES PRODUCTION CO	AMERICAN QUASAR PETROLEUM CO	9/29/1980	TX	WARD	456	94	2886	
ГХ	WARD	42.02142.00A	GULF OIL CORPORATION	AMERICAN QUASAR PETROLEUM CO	11/5/1980	TX	WARD	458	413	100	
ГХ	WARD	42.M0075.00A	DUER WAGNER & CO ET AL	SAMSON LONE STAR LIMITED PARTNERSHIP	11/1/1998	TX	WARD	676	340	206	
											IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS IN AND UNDEI THAT MAY BE PRODUCED FROM ALL OF SECTION 40 BLK 34 H&TC RY CO SURVEY, WARD COUNTY, TEXAS, AND BEING THE SAME AND IDENTICAL INTEREST HERETOFORE CONVEYED BY THE CITIZENS NATIONAL BANK OF HILLSBORO, TEXAS, TO PEERLESS OIL & GAS COMPANY BY ROYALTY DEED DATED AUGUST 31, 1928, RECORDED IN VOLUME 43, PAGE 364, DEED RECORDS, WARD COUNTY, TEXAS
ГХ	WINKLER	42.02070.00A	HOUSTON ROYALTY COMPANY	MARJORIE M WEAVER	12/15/1965	TX	WINKLER	214	393	A73361	
ľΧ	WINKLER	42.02071.00A	PAYTON, CARRYE C., ET AL	SINCLAIR OIL GAS	9/8/1965	TX	WINKLER	212	83	A72499	
ΓX	WINKLER	42.02071.00B	PAYTON, CARRYE C.,	B.H GRUBE	5/13/1946	TX	WINKLER	87	474	A19131	
ΓX	WINKLER	42.M0073.00A	ET AL SAMSON LONE STAR LLC, ET	AL ENDURO OPERATING LLC	1/4/2011	TX	WINKLER			C5579	MD00692000 — ALL INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS IN WINKLER COUNTY, TEXAS:
ΤX	WINKLER	42.M0074.00A	SAMSON LONE STAR LLC, ET	AL ENDURO OPERATING LLC	1/4/2011	TX	WINKLER			C5579	BLOCK C23 PUBLIC SCHOOL LANDS SURVEY SECTION 22: NE, SE MD00694000 — ALL INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS IN AND UNDER OR THAT MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED LANDS IN WINKLER COUNTY, TEXAS: BLOCK 74, PUBLIC SCHOOL LANDS SURVEY SECTION 9: SW

ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDED ST	RECORDED COUNTY	воок	PAGE	ENTRY	DESCRIPTION
TX	WINKLER	C.014946.000	DAVID RUMSEY ET AL	CONTINENTAL OIL COMPANY	5/15/1935	TX	ECTOR WINKLER	42	1	EXXIX	TIN, BLK 46, T&P RR CO SURVEY WINKLER COUNTY, TEXAS SEC 21: N2SE TIN, BLK 45, T&P RR CO SURVEY ECTOR COUNTY, TEXAS SEC 7: W2W2 SEC 9: W2NW SEC 29: N2NW SEC 29: N2NW
TX	WINKLER	C.906392.001	MRS J H TURBEVILLE	J R COLLINS INC	5/2/1945	TX	WINKLER	88	323		TIN, BLK 45, T&P RR CO SVY, ABSTRACT ID #877 ECTOR COUNTY, TEXAS SEC 6: NE, SE SEC 8: S2
TX	WINKLER	C.906393.001	W C KINKEL	J R COLLINS INC	5/7/1945	TX	WINKLER	88	325		T1N, BLK 45, T&P RR CO SVY, ABSTRACT ID #877 ECTOR COUNTY, TEXAS SEC 6: NE, SE
TX	WINKLER	C201832B	PRIZE ENERGY RESOURCES LP	MAGNUM HUNTER PRODUCTION INC	5/6/2005	TX	WINKLER				BI K 46, TIN, SEC 21: NW CONTRACTUAL INTEREST PURSUANT TO JOA
TX	WINKLER	340646/001	WILLIAM H COLE, ET AL	OXY USA INC	5/4/1998	TX	WINKLER	1395	285		BLK 46, TIN, T&P RR CO SVY SEC 10: E2 SEC 22: W2
TX	WINKLER	340661/001	GEORGE C FRASER	SHELL OIL COMPANY	8/20/1943	TX	WINKLER	77	308		BLK 46, TIN T&P RR CO SVY
TX	ECTOR	R01955.000	TEXON OIL & LAND	CONTINENTAL OIL	5/31/1948	TX	ECTOR	119	600		SEC 33: S2 MINERAL
TX	ECTOR	C201832A	COMPANY ET AL PRIZE ENERGY RESOURCES LP	COMPANY MAGNUM HUNTER PRODUCTION INC	5/6/2005	TX	ECTOR	1938	195		CONTRACTUAL INTEREST ONLY PURSUANT TO JOA BLK 46, TIN, SEC 21: N2NE, SW, S2SE
TX	ECTOR	2957ASSIGN	CONTINENTAL OIL COMPANY	LAYMAC CORPORATION	4/30/1968	TX	ECTOR	548	161		ASSIGNMENT T1S BLK 43 T&P RR CO SVY SEC 9: NE SE, W2 SE
TX	ECTOR	C0496481	EMPIRE GAS AND FUEL COMPANY	J W GRANT	1/28/1927	TX	ECTOR				CONTRACTUAL INTEREST  — MIP
TX	PECOS	YATES-001	PHILLIPS PETROLEUM COMPANY	MCCURDY	1/11/1949	TX	PECOS				SETTLEMENT AGREEMENT
TX	BORD	UN 196 INC	L OF ASSIGNOR' DER THAT CERT. 7, INCLUDING A L., AS OPERATOR E JO-MILL UNIT.	AIN UNIT AGRE LL ENLARGEME	EMENT A ENTS, RA	ND UNIT FIFICATIO	OPERATINO NS AND AI	G AGREEN MENDMEN	MENT, BOT NTS, BY A	TH DATE ND BETV	D OCTOBER 1, VEEN TEXACO
TX	AGI Ope		L CONTRACTUA REEMENT DATE ERATOR, AND DI OCK NN-2, CROC	D MAY 27, 1980 A EPCO, INC. ET A	AS AMEN L, NON-O	DED JULY	7 8, 1980, BI	ETWEEN J.	ACKSON I	EXPLOR	
TX	CRAN	THI INC EFF COI SEF HU INT BLG SOU	AS ASSIGNOR FECTIVE JANUAI UNTY, TEXAS. A TEMBER 6, 1956 MBLE OIL & REF FEREST IN AND TOCK 32, PUBLIC S JTHLAND ROYA	DER THAT CERT , AND SAMSON RY 1, 2004, COVE ND BEING MAD , BY AND BETW FINING COMPAN TO ALL OF THE O SCHOOL LANDS LTY COMPANY	TAIN ASSI RESOURC ERING LA E SUBJEC EEN PEEI Y AS OPI OIL, GAS I, CRANE TO PEERI	GNMENT CES COMP NDS LOCA T TO THA RLESS OIL ERATOR, A AND OTH COUNTY, LESS OIL A	AND BILL ANY, AS AS ATED IN SE IT CERTAIN AND GAS AS AMENDI ER MINERA TEXAS AN AND GAS C	OF SALE I SSIGNEE, CTION 30, I JOINT OF COMPAN' ED; AND A ALS IN AN D BEING OMPANY	BY AND B DATED SE BLOCK 3 PERATING Y, ET AL, A LL OF AS D UNDER THE INTEI BY MINEI	ETWEEN PTEMBE 2; PSL SI CONTRA AS NON-I SIGNOR SECTION REST CO RAL DEE	I CHEVRON USA CR 27, 2004, JRVEY, CRANE ACT DATED OPERATOR, AND S MINERAL N 30 OF

TX ECTOR

ALL RIGHTS ACQUIRED IN, THROUGH AND UNDER QUITCLAIM DEED EFFECTIVE NOVEMBER 1, 1994 FROM ORYX ENERGY COMPANY, ET AL, AS GRANTOR, TO SAMSON RESOURCES COMPANY, AS GRANTEE, RECORDED IN VOLUME 1212 AT PAGE 450 OF THE RECORDS OF ECTOR COUNTY, TEXAS.

APPLICABLE AS TO OIL, GAS AND MINERAL LEASE FROM ADAMS ROYALTY COMPANY TO R.L. YORK DATED

ASSIGNOR'S OVERRIDING ROYALTY INTERESTS ACQUIRED BY, THROUGH AND UNDER THAT CERTAIN ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SUN OPERATING LIMITED PARTNERSHIP, AS ASSIGNOR, AND SAMSON RESOURCES COMPANY, AS ASSIGNEE, DATED APRIL 1, 1993, EFFECTIVE DECEMBER 1, 1992, COVERING LANDS LOCATED IN SECTION 30, BLOCK 32, PSL SURVEY, CRANE COUNTY, TEXAS, AND

MAY 22, 1930, RECORDED BOOK 22, PAGE 265 OF THE RECORDS OF CRANE COUNTY, TEXAS.

TX HOWARD

ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN PRIMARY FUELS, INC AND GEODYNE NOMINEE CORPORATION DATED EFFECTIVE JULY 1, 1988 RECORDED AS INSTRUMENT 1739, VOLUME 627, PAGE 623 OF THE DEED RECORDS OF HOWARD COUNTY, TEXAS.

TX PECOS

ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED EFFECTIVE JULY 1, 1988, FROM PRIMARY FUELS, INC., AS ASSIGNOR, TO GEODYNE NOMINEE CORPORATION, AS ASSIGNEE, RECORDED IN VOLUME 646, PAGE 18 OF THE RECORDS OF PECOS COUNTY, TEXAS.

TX	UPTON		OPERATING AGREEMENT DATED MARCH 25, 2002 COVERING E/2 OF SECTION 108, BLOCK D, CCSD&RGNG RY CO. SURVEY, UPTON COUNTY, TEXAS, BETWEEN EOG RESOURCES, INC., AS OPERATOR, AND SAMSON LONE STAR LIMITED PARTNERSHIP, ET AL, AS NON-OPERATORS.
TX	UPTON		OPERATING AGREEMENT DATED JULY 1, 2003 COVERING W/2 OF SECTION 108, BLOCK D, CCSD&RGNG RY CO. SURVEY, UPTON COUNTY, TEXAS, BETWEEN EOG RESOURCES, INC., AS OPERATOR, AND SAMSON LONE STAR LIMITED PARTNERSHIP, ET AL, AS NON-OPERATORS.
TX	UPTON		OPERATING AGREEMENT DATED OCTOBER 1, 2004 COVERING SECTION 110, BLOCK D, CCSD&RGNG RY CO, SURVEY, UPTON COUNTY, TEXAS, BETWEEN EOG RESOURCES, INC., AS OPERATOR, AND SAMSON RESOURCES COMPANY, ET AL, AS NON-OPERATORS.
TX	UPTON		SAMSON RESOURCES COMPANY, LESSOR; SAMSON LONE STAR LIMITED PARTNERSHIP, LESSEE, DEED DATED 6/30/1996, RECORDED AT VOLUME 777, PAGE 71, DOC. NO. 00139637 — MINERALS
TX	WARD		ALL RIGHTS ACQUIRED BY, THROUGH AND UNDER OPERATING AGREEMENT DATED MAY 2, 1977, BETWEEN TEXAS AMERICAN OIL CORPORATION, AS OPERATOR, AND FLUOR OIL AND GAS CORPORATION, ET AL, AS NON-OPERATORS, COVERING ALL OF SECTION 40, BLOCK 34, H&TC RY. CO. SURVEY, WARD COUNTY, TEXAS, EXCEPT THE W/2 AND S/4 S/4 FROM THE SURFACE OF THE GROUND DOWN TO, BUT NOT BELOW, A DEPTH OF 9,810 FEET BENEATH THE SURFACE. (MARTIN W.H. C#1 (RY) AND MARTIN, W.H. C #2 (RY))
TX	WARD		ALL RIGHTS ACQUIRED BY, THROUGH AND UNDER OPERATING AGREEMENT DATED JULY 26, 1972 BETWEEN AMARILLO OIL COMPANY, AS OPERATOR, AND DALCO OIL COMPANY, ET AL, AS NON-OPERATORS, COVERING SECTION 3, BLOCK 1, W&NW SURVEY, WARD COUNTY, TEXAS. (ROMONE UNIT 1)
TX	WARD		ALL RIGHTS ACQUIRED BY, THROUGH AND UNDER OPERATING AGREEMENT DATED DECEMBER 1, 1971 BETWEEN HNG OIL COMPANY, AS OPERATOR, AND MOBIL OIL CORPORATION, ET AL, AS NON-OPERATORS, COVERING ALL OF SECTION 34, BLOCK 17, THE E/2 OF SECTION 5, AND ALL OF SECTION 6, BLOCK 18, UNIVERSITY LANDS SURVEY, WARD COUNTY, TEXAS (FAT BOY #4, #5 AND #6, SOFT TAIL #1, #2 AND #3)
"A" IS		ΓIST	, CONDITIONS AND LIMITATIONS SET FORTH IN THE FORM OF CONVEYANCE TO WHICH THIS EXHIBIT HE INTENT OF GRANTOR TO CONVEY ANY AND ALL INTERESTS ACQUIRED PURSUANT TO THE NTS:
TX	CRANE	1.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 93963, VOLUME 524, PAGE 433, OFFICIAL PUBLIC RECORDS OF CRANE COUNTY, TEXAS.
TX	ECTOR	2.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-0000197, REAL RECORDS OF ECTOR COUNTY, TEXAS.
TX	GAINES	3.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-1540, RECORDS OF GAINES COUNTY, TEXAS.
TX	ANDREWS	4.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED IN VOLUME 990, PAGE 704, OFFICIAL RECORDS OF ANDREWS COUNTY, TEXAS.
TX	ANDREWS	5.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN VOLUME 995, PAGE 950, OFFICIAL RECORDS OF ANDREWS COUNTY, TEXAS.
TX	BORDEN	6.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON
			RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED IN VOLUME 317, PAGE 271, DEED RECORDS OF BORDEN COUNTY, TEXAS.

RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 13478,

VOLUME 299, PAGE 765, OFFICIAL RECORDS OF COCHRAN COUNTY, TEXAS.

			EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 93696, VOLUME 522, PAGE 600, OFFICIAL PUBLIC RECORDS OF CRANE COUNTY, TEXAS.					
TX	CRANE	9.	MINERAL CONVEYANCE AND ASSIGNMENT OF INTEREST BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 93696, VOLUME 522, PAGE 611, OFFICIAL PUBLIC RECORDS OF CRANE COUNTY, TEXAS.					
TX	COCHRAN	10.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 93963, VOLUME 524, PAGE 433, OFFICIAL PUBLIC RECORDS OF COCHRAN COUNTY, TEXAS.					
TX	CROCKETT	11.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 157495, BOOK 736, PAGE 774, OFFICIAL RECORDS OF CROCKETT COUNTY, TEXAS.					
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ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011,

TX

CRANE

TX	DAWSON	12.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT VOLUME 653, PAGE 352, COR RECORDS OF DAWSON COUNTY, TEXAS.
TX	ECTOR	13.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-00001297, REAL RECORDS OF ECTOR COUNTY, TEXAS.
TX	ECTOR	14.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-00004258, REAL RECORDS OF ECTOR COUNTY, TEXAS.
TX	GAINES	15.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-0318, RECORDS OF GAINES COUNTY, TEXAS.
TX	GLASSCOCK	16.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 5971, VOLUME 159, PAGE 192, OFFICIAL PUBLIC RECORDS OF GLASSCOCK COUNTY, TEXAS.
TX	GLASSCOCK	17.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 6449, VOLUME 162, PAGE 237, OFFICIAL PUBLIC RECORDS OF GLASSCOCK COUNTY, TEXAS.
TX	HOCKLEY	18.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 00001091, VOLUME 899, PAGE 193, OFFICIAL PUBLIC RECORDS OF HOCKLEY COUNTY, TEXAS.
TX	HOWARD	19.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-00000424, VOLUME 1208, PAGE 422, REAL RECORDS OF HOWARD COUNTY, TEXAS.
TX	IRION	20.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT VOLUME 188, PAGE 333, OFFICIAL PUBLIC RECORDS OF IRION COUNTY, TEXAS.
TX	MARTIN	21.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 433, RECORDS OF MARTIN COUNTY, TEXAS.
TX	MIDLAND	22.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 2011-1978, RECORDS OF MIDLAND COUNTY, TEXAS.
TX	PECOS	23.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 115107, VOLUME 3, PAGE 124, OFFICIAL PUBLIC RECORDS OF PECOS COUNTY, TEXAS.
TX	PECOS	24.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-115731, VOLUME 007, PAGE 73, OFFICIAL PUBLIC RECORDS OF PECOS COUNTY, TEXAS.
TX	REAGAN	25.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT INSTRUMENT NO. 107173, VOLUME 128, PAGE 387, OFFICIAL PUBLIC RECORDS OF REAGAN COUNTY, TEXAS.
TX	SCURRY	26.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON

			RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 2011-20110293, VOLUME 734, PAGE 38, OFFICIAL RECORDS OF SCURRY COUNTY, TEXAS.
TX	TERRY	27.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 247850, BOOK 800, PAGE 763, RECORDS OF TERRY COUNTY, TEXAS.
TX	UPTON	28.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 00150830, BOOK 848, PAGE 37, OFFICIAL PUBLIC RECORDS OF UPTON COUNTY, TEXAS.
TX	WARD	29.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 11-0365, VOLUME 898, PAGE 305, OFFICIAL PUBLIC RECORDS OF WARD COUNTY, TEXAS.
TX	WARD	30.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. 11-0364, VOLUME 898, PAGE 294, OFFICIAL PUBLIC RECORDS OF WARD COUNTY, TEXAS.
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TX	WINKLER	31.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN CONOCOPHILLIPS COMPANY AND BURLINGTON RESOURCES OIL AND GAS COMPANY LP, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED FEBRUARY 28, 2011, EFFECTIVE NOVEMBER 1, 2010, AS RECORDED AT DOCUMENT NO. C5795, RECORDS OF WINKLER COUNTY, TEXAS.
TX	WINKLER	32.	ASSIGNMENT AND BILL OF SALE BY AND BETWEEN SAMSON LONE STAR, LLC AND SAMSON RESOURCES COMPANY, ET AL, AS ASSIGNOR, AND ENDURO OPERATING LLC, AS ASSIGNEE, DATED

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WINKLER COUNTY, TEXAS.

JANUARY 4, 2011, EFFECTIVE OCTOBER 1, 2010, AS RECORDED AT DOCUMENT NO. C5579, RECORDS OF

# **East Texas Leases**

ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.00353.00A	NEIL GRANT ET UX	TRIPLE J INVESTMENTS INC	1/9/2004	985	400	2004-1705	TRACT 1: 190 ACRES OF LAND, MORE OR LESS, LOCATED IN THE A WHEELER SURVEY A-790 AND THE M WHEELER SURVEY A-795, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-1-1940 FROM A S JOHNSON ET UX TO HOYLE JOHNSON ET AL RECORDED IN VOL 210 PAGE 249.
									TRACT 2: 30 ACRES OF LAND, MORE OR LESS, LOCATED IN THE A WHEELER SURVEY A-790, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-1- 1940 FROM A S JOHNSON ET UX TO ALICE WARI RECORDED IN VOL 430 PAGE 4.
									TRACT 3: 160 ACRES OF LAND, MORE OR LESS, LOCATED IN THE D HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 4-3- 1979 FROM B W HUGHES ET UX TO NEIL GRANT RECORDED IN VOL 556 PAGE 32.
									TRACT 4: 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 1-5- 1938 FROM H J GRANT ET UX TO H I GRANT RECORDED IN VOL 191 PAGE 81.
									TRACT 5: 80 ACRES OF LAND, MORE OR LESS, LOCATED IN THE D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, BEING MORE FULLY DESCRIBED AS TRACT 1 IN A WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED IN VOLUME 138 PAGE 403.
									TRACT 6: 50 ACRES OF LAND, MORE OF LESS, LOCATED IN THE 1 BEASLEY SURVEY A-850 AN THE V F WEAVER SURVEY A-1177, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-5- 1985 FROM SAM A MENA TO NEIL GRANT, RECORDED IN VOL 655 PAGE 510.
									TRACT 7: 58.27 ACRES OF LAND, MORE OR LESS LOCATED IN THE J BEASLEY SURVEY A-850, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-17 1987 FROM SHARON W BELZ ET AL TO NEIL GRANT, RECORDED VOL 677 PAGE 787.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AND TALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FFET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU HI WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPH EQUIVALENT OF THE BASE OF THE TRAVIS PEFORMATION.
гх	SHELBY	42.00353.00B	RUBY DEE SMITH	TRIPLE J INVESTMENTS INC	1/9/2004	985	382	2004-1699	TRACT 1: 101 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVES A-302 SHELBY COUNTY TEXAS AND BEING THI SAME LAND DESCRIBED AS TRACT 2 IN THAT CERTAIN WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.
									TRACT 2: 80 ACRES OF LAND, MORE OR LESS, LOCATED IN THE D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, BEING MORE FULLY DESCRIBED AS TRACT 1 IN A WARRANTY DEEL DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED IN VOLUME 138 PAGI 403.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS T ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPH EQUIVALENT OF THE BASE OF THE TRAVIS PEA
ГХ	SHELBY	42.00353.00C	NEIL GRANT ET AL	TRIPLE J INVESTMENTS INC	1/9/2004	985	397	2004-1704	FORMATION. TRACT 1: 80 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS AND BEING TH SAME LAND DESCRIBED AS THE FIRST TRACT! THAT CERTAIN WARRANTY DEED DATED 8-28- 1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED IN VOLUME 138 PAGE 403.
									TRACT 2: 101 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS THE SECOND TRAC IN THAT CERTAIN WARRANTY DEED DATED 8-2 1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS T ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEBT AS SEBN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (A #42-419-31150), W. REYNOLDS SUVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPH EQUIVALENT OF THE BASE OF THE TRAVIS PEAFORMATION.

TX	SHELBY	42.00353.00D	GINGER KOPPERSMITH	TRIPLE J INVESTMENTS INC	1/19/2004	986	83	2004-1903	TRACT 1: 80 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN THAT CERTAIN WARRANTY DEED DATED 8-28- 1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.  TRACT 2: 101 ACRES OF LAND, MORE OR LESS, LOCATED IN THE D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, BEING MORE FULLY DESCRIBED AS THE SECOND TRACT IN A WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED IN VOLUME 138 PAGE 403.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALED.
TX	SHELBY	42.00353.00E	LARRY NOBLES	TRIPLE J INVESTMENTS INC	1/19/2004	985	370	2004-1695	FORMATION.  TRACT 1: 80 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN THAT CERTAIN WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.  TRACT 2: 101 ACRES OF LAND, MORE OR LESS, LOCATED IN THE D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, BEING MORE FULLY DESCRIBED AS THE SECOND TRACT IN A WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED IN VOLUME 138 PAGE 403.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GOU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF FOR THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY SHELBY	LEASE NO 42,00353,00F	LESSOR / GRANTOR LESTER PIERCE	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	<u>DATE</u> 5/26/2004	<b>BOOK</b> 992	<u>PAGE</u> 56	ENTRY 2004-3482	DESCRIPTION TRACT 1: 80 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A THAT CERTAIN WARRANTY DEED DATED 8-28- 1928 FROM R R NEAL ET UX TO JACOB SMITH AND RECORDED IN VOLUME 138 PAGE 403.  TRACT 2: 101 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS THE SECOND TRACT IN THAT CERTAIN WARRANTY DEED DATED 8-28- 1928 FROM R R NEAL ET UX TO JACOB SMITH
									RECORDED VOL 138 PAGE 403.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHEL BY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00G	ANN SMITH DESHAZO	DALE RESOURCES LLC	5/17/2004	992	62	2004-3484	BEING 80 ACRES OF LAND, MORE OR LESS, D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, AND BEING THE SAME 80 ACRES DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH AND RECORDED IN VOLUME 138 PAGE 403.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00H	SHIRLEY KRAUSE	DALE RESOURCES LLC	5/17/2004	992	59	2004-3483	BEING 80 ACRES OF LAND, MORE OR LESS, D. HOPKINS SURVEY A-302, SHELBY COUNTY TEXAS, AND BEING THE SAME 80 ACRES DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH AND RECORDED IN VOLUME 138 PAGE 403.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU HI WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00I	PEGGY STONE	DALE RESOURCES LLC	5/17/2004	992	65	2004-3485	BEING 80 ACRES OF LAND, MORE OR LESS, D. HOPKINS SURVEY A.302, SHEBY COUNTY TEXAS, AND BEING THE SAME 80 ACRES DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH AND RECORDED IN VOLUME 138 PAGE 403.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00J	ANN SMITH DESHAZO	TRIPLE J INVESTMENTS INC	1/19/2004	985	391	2004-1702	101 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS TRACT 2 IN THAT CERTAIN WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.
TV	CHELDY	42.00252.007	CHALEN AND ANGE	TDINE	1/10/2004	005	200	2004 1701	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURYEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00K	SHIRLEY KRAUSE	TRIPLE J INVESTMENTS INC	1/19/2004	985	388	2004-1701	101 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS TRACT 2 IN THAT CERTAIN WARRANTY DEED DATED 8-2B-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE

тх	SHELBY	42.00353.00L	PEGGY STONE	TRIPLE J INVESTMENTS INC	1/19/2004	985	385	2004-1700

GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

101 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302 SHELBY COUNTY TEXAS AND BEING THE SAME LAND DESCRIBED AS TRACT 2 IN THAT CERTAIN WARRANTY DEED DATED 8-28-1928 FROM R R NEAL ET UX TO JACOB SMITH RECORDED VOL 138 PAGE 403.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	SHELBY	LEASE NO 42.00353.00M	LESSOR / GRANTOR WESLEY BEACHAM	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	<u>DATE</u> 5/28/2004	<b>BOOK</b> 992	PAGE 16	ENTRY 2004-3472	DESCRIPTION 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1.5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00N	JAMES DOUGLAS FORSE	DALE RESOURCES (EAST TEXAS)	6/7/2004	992	19	2004-3473	91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-866, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150). W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00353.00O	JOHN NEAL FORSE	DALE RESOURCES (EAST TEXAS)	6/7/2004	992	975	2004-3705	FORMATION. 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150). W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00P	MARY CECILE FORSE	DALE RESOURCES (EAST TEXAS)	6/7/2004	992	49	2004-3480	91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150). W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00353.00Q	DOUGLAS M NEAL	DALE RESOURCES (EAST TEXAS)	6/7/2004	992	25	20043475	FORMATION. 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00R	THREE-G PARTNERSHIP	DALE RESOURCES (EAST TEXAS)	6/23/2004	993	10	2004-3714	91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1.5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00S	HUGH W CURFMAN	DALE RESOURCES (EAST TEXAS)	6/11/2004	992	991	2004-3710	TRACT ONE: 50 ACRES OF LAND, MORE OF LESS, LOCATED IN THE J BEASLEY SURVEY A-850 AND THE V F WEAVER SURVEY A-1177, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-5-1985 FROM SAM A MENA TO NEIL GRANT,

RECORDED IN VOL 655 PAGE 510.

TRACT TWO: 58.27 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-17-1987 FROM SHARON W BELZ ET AL TO NEIL GRANT, RECORDED VOL 677 PAGE 787.

ALL LANDS DESCRIBED AD ONLY INSOFAR AS TO CONVEYED INSOFAR AND ONLY INSOFAR AS TO

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	COUNTY SHELBY	LEASE NO 42.00353.00T	LESSOR / GRANTOR CORBET C LOCKE JR TRUST	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	DATE 6/11/2004	<u>BOOK</u> 992	<u>PAGE</u> 994	ENTRY 2004-3711	DESCRIPTION  TRACT ONE: 50 ACRES OF LAND, MORE OF LESS, LOCATED IN THE J BEASLEY SURVEY A-850 AND THE V F WEAVER SURVEY A-1177, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-5-1985 FROM SAM A MENA TO NEIL GRANT, RECORDED IN VOL 655 PAGE 510.
									TRACT TWO: 58.27 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A- 850, SHELBY COUNTY, TEXAS, BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED 8-17-1987 FROM SHARON W BELZ ET AL TO NEIL GRANT, RECORDED VOL 677 PAGE 787.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00U	DOICE GRANT ET UX	TRIPLE J INVESTMENTS INC	1/9/2004	985	394	2004-1703	19.561 ACRES OF LAND, MORE OR LESS, AND BEING A PART OF THE D HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 5-30-1984 FROM NEIL GRANT ET UX TO DOICE GRANT ET UX RECORDED VOL 636 PAGE 695.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00353.00V	DOICE GRANT ET UX	DALE RESOURCES LLC	5/19/2004	996	636	2004-4612	PEAK FORMATION.  19 ACRES OF LAND, MORE OR LESS, LOCATED IN THE D HOPKINS SURVEY A-302 AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 9-15-1987 FROM NEIL GRANT ET UX TO DOICE N GRANT WHICH WARRANTY DEED IS RECORDED VOL 678 PAGE 462.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.00W	LARRY M SQUIRES	ENCORE OPERATING, LP	3/21/2006	1051	297	2006-3804	37.15 ACRES, MORE OR LESS, AND BEING A PART OF THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS DESCRIBED AS THE SECOND TRACT (37.6 ACRES) IN A PARTITION DEED DATED 4-13-1967 FROM JACOB EBEN SMITH JR ET AL TO EFFIE NOBLES RECORDED IN VOL 450 PAGE 241. LESS AND EXCEPT 0.45 ACRES DESCRIBED IN A WARRANTY DEED DATED 4-3- 1986 FROM L B NOBLES ET UX TO LARRY M SQUIRES RECORDED IN VOL 664 PAGE 64.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
ТХ	SHELBY	42.00353.00X	CHARLES HYMA	ENCORE OPERATING, LP	5/8/2006	1051	299	2006-3805	PEAK FORMATION. 37.15 ACRES, MORE OR LESS, AND BEING A PART OF THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS DESCRIBED AS THE SECOND TRACT (37.6 ACRES) IN A PARTITION DEED DATED 4-13-1967 FROM JACOB EBEN SMITH JR ET AL TO EFFEN OBLES RECORDED IN VOL 450 PAGE 241. LESS AND EXCEPT 0.45 ACRES DESCRIBED IN A WARRANTY DEED DATED 4-3-1986 FROM L B NOBLES ET UX TO LARRY M SQUIRES RECORDED IN VOL 664 PAGE 64.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC
TX	SHELBY	42.00353.00Y	KATHERINE G BERTRAM	ENCORE OPERATING, LP	12/28/2009			2010000259	EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND

THE HAMPTON WEST SURVEY A-806, AND
BEING THE SAME LAND DESCRIBED IN A
WARRANTY DEED DATED 1-5-1938 FROM H J
GRANT ET UX TO H D GRANT RECORDED IN
VOL 191 PAGE 81.

ALL LANDS DESCRIED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

0.45 ACRES, MORE OR LESS, OUT OT THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS DESCRIBED IN A WARRANTY DEED DATED 4-3-1986 FROM L B NOBLES ET UX TO LARRY M SQUIRES RECORDED VOL 664 PAGE 64.

PAGE 64.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ENCORE OPERATING, LP

LARRY M SQUIRES

TX

SHELBY

42.00353.00Z

ST TX	COUNTY SHELBY	LEASE NO 42.00353.0AA	LESSOR / GRANTOR SAMUEL V GUERIN JR	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE DATE 12/28/2009	ВООК	PAGE	ENTRY 2010000596	91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-860, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.  ALSO DESCRIBED AS:  41.6078 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  49.9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE NORTH 49.9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC COUNTY, TEXAS, BEING THE NORTH 49.9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC CQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE CW. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE OTG GRANTOR TO RESERVE ALL RICHTS LYING BELOW THE CTUATED TO RESERVE ALL RICHTS LYING BELOW THE
TX	SHELBY	42.00353.0AB	MART E MCMILLAN	ENCORE OPERATING, LP	2/1/2010			2010002092	STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-850 AND THE HAMPTON WEST SURVEY A-850 AND THE TUX TO HO GRANT ET UX TO HO GRANT ECORDED IN VOL 191 PAGE 81.  ALSO DESCRIBED AS:  41.6078 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  49.9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-860, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302. SHELBY COUNTY, TEXAS, BEING THE NORTH 49.9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHIS LOCATED ABOVE HE HE STRATIGRAPHIC
TX	SHELBY	42.00353.0AC	RICHARD GEORGE TRUST	ENCORE OPERATING, LP	1/7/2010			2010002374	GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATICRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.  ALSO DESCRIBED AS: 41.6078 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5- 1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  49.9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5- 1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  49.9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE NORTH 49.9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5- 1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL

TX SHELBY 42.00353.0AD JULIA ANN ARCHER ENCORE OPERATING, 1/7/2010 2010002375 TRUST LP

(API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

THE TRAVIS PEAK FORMATION.
91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1.5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.

### ALSO DESCRIBED AS:

41.6079 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-51938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.

49.9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-709 AND THE DANIEL. HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE NORTH 49.9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	COUNTY LEAS SHELBY	E NO 42.00353.0AE	LESSOR / GRANTOR DAVID ANTHONY GEORGE IMA	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 1/7/2010	<u>BOOK</u>	PAGE	ENTRY 2010002373	DESCRIPTION 91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALSO DESCRIBED AS:
									41.6078 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-909 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.
									49,9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE NORTH 49,9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 15-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #22-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00353.0AF	RICHARD W GEORGE	ENCORE OPERATING, LP	12/10/2009			2010007571	91.6 ACRES OF LAND, MORE OR LESS, LOCATED IN TH J BEASLEY SURVEY A-850 AND THE HAMPTON WEST SURVEY A-806, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED IN VOL 191 PAGE 81.
									ALSO DESCRIBED AS:
									41.6078 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-806, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE SOUTH 41.6078 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.
									49.9922 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J BEASLEY SURVEY A-850, THE HAMPTON WEST SURVEY A-866, THE A WEAVER SURVEY A-790 AND THE DANIEL HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, BEING THE NORTH 49.9922 ACRES OF THAT CERTAIN 91.6 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED 1-5-1938 FROM H J GRANT ET UX TO H D GRANT RECORDED VOLUME 191 PAGE 81.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00354.000	BRUCE M SAMFORD ET UX	DALE RESOURCES (EAST TEXAS)	7/3/2004	992	984	2004-3708	78.33 ACRES OF LAND, MORE OR LESS, LOCATED IN THE DANIEL HOPKINS SURVEY
									A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 12-1-1965 FROM M L POWERS ET UX TO BRUCE R SAMFORD ET UX RECORDED IN VOL 435 PAGE 344.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00355.00A	SUZANNE SARGENT BROWN	DALE RESOURCES (EAST TEXAS)	7/8/2004	996	644	2004-4614	PEAK FORMATION. 75 ACRES OF LAND, MORE OR LESS, LOCATED IN THE MARTIN WHEELER
									SURVEY A-795, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND CALLED 80 ACRES, MORE OR LESS, AND DESCRIBED IN A WARRANTY DEED DATED 11-19-1947 FROM EZRA WHEELER ET UX TO C M CRAWFORD ET UX RECORDED VOL 271 PAGE 256 ALSO BEING THE SAME LAND DESCRIBED IN FIELD NOTES SURVEY 7-15-1948 FROM W C HUNTINGTON, COUNTY SURVEYOR TO EZRA WHEELER RECORDED VOL 287 PAGE

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ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGARPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

25 ACRES OF LAND, MORE OR LESS, LOCATED IN THE MARTIN WHEELER SURVEY A-795, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE SECOND TRACT IN A WARRANTY DEED DATED 7-13-1964 FROM SIBYL CRAWFORD HOGUE ET AL TO OUIDA CRAWFORD RAMSEY RECORDED VOLUME 424 PAGE 230.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT GOO, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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OUIDA CRAWFORD RAMSEY

SHELBY

TX

42.00355.00B

DALE RESOURCES (EAST TEXAS)

					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.00355.00C	LESSOR / GRANTOR NEIL GRANT ET UX	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	DATE 7/14/2004	<b>BOOK</b> 996	PAGE 686	ENTRY 2004-4631	DESCRIPTION 49.392 ACRES OF LAND, MORE OR LESS, LOCATED IN THE MARTIN WHEELER SURVEY A-795, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 3-20-1992 FROM TOMMY RAMSEY ET UX TO NEIL GRANT RECORDED VOL 734 PAGE 876.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS OU# I WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEAMS, TEBING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00356.00A	ROGER DUDLEY ET AL	TRIPLE J INVESTMENTS INC	2/19/2004	985	373	2004-1696	TRACT 1: 65.12 ACRES, MORE OR LESS, BEING A PART OF THE D HOPKINS SURVEY A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS FIVE TRACTS IN A WARRANTY DEED DATED 4-30-2003 FROM JAMES R CRAWFORD TO DAMON GRANT GREGORY, RECORDED IN VOLUME 961 PAGE 566.
									TRACT 2: 13.30 ACRES (RE-SURVEYED), LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, BEING THE SAME LAND DESCRIBED AS 13.5 AC, MORE OR LESS, IN THAT CERTAIN WARRANTY DEED DATED 4-16-1985 FROM JAMES R. CRAWFORD ET AL TO GUY F. EMANIES ET AL, RECORDED IN VOLUME 682, PAGE 856, DEED RECORDS, SHELBY CO, TX.
TX	SHELBY	42.00356.00B	DAMON GREGORY GRANT	TRIPLE J INVESTMENTS INC	2/19/2004	985	379	2004-1698	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 65.12 ACRES, MORE OR LESS, BEING A PART OF THE D HOPKINS SURVEY A-302, SHELBY
									COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS FIVE TRACTS IN A WARRANTY DEED DATED 4-30-2003 FROM JAMES R CRAWFORD TO DAMON GRANT GREGORY, RECORDED IN VOLUME 961 PAGE 566.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00356.00C	NEIL GRANT ET AL	ENCORE OPERATING, LP	6/14/2007			2007005247	13.30 ACRES (RE-SURVEYED), LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, BEING THE SAME LAND DESCRIBED AS 13.5 AC, MORE OR LESS, IN THAT CERTAIN WARRANTY DEED DATED 4-16- 1985 FROM JAMES R. CRAWFORD ET AL TO GUY F. EMANIES ET AL, RECORDED IN VOLUME 682, PAGE 856, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS OU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEANS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00356.00D	ROGER DUDLEY	ENCORE OPERATING, LP	6/13/2007			2007005254	13.30 ACRES (RE-SURVEYED), LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, BEING THE SAME LAND DESCRIBED AS 13.5 AC, MORE OR LESS, IN THAT CERTAIN WARRANTY DEED DATED 4-16-1985 FROM JAMES R. CRAWFORD ET AL TO GUY F. EMANIES ET AL, RECORDED IN VOLUME 682, PAGE 856, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00356.00E	NORRIS DUDLEY	ENCORE OPERATING, LP	6/13/2007			2007005589	13.30 ACRES (RE-SURVEYED), LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, BEING THE SAME LAND DESCRIBED AS 13.5 AC, MORE OR LESS, IN THAT CERTAIN WARRANTY DEED DATED 4-16-1985 FROM JAMES R. CRAWFORD ET AL TO

GUY F. EMANIES ET AL, RECORDED IN VOLUME 682, PAGE 856, DEED RECORDS, SHELBY CO, TX.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICARPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	COUNTY SHELBY	LEASE NO 42.00357.000	LESSOR / GRANTOR PHYLLIS BURGAY GRIFFIN	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	LEASE DATE 5/27/2004	<b>BOOK</b> 997	PAGE 295	ENTRY 2004-4779	DESCRIPTION  94.13 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J M HOOPER SURVEY A-275, THE DANIEL HOPKINS SURVEY A-302 AND THE W C ALVIS SURVEY A-20 IN SHELBY COUNTY TEXAS, DESCRIBED AS THREE TRACTS IN THE DEED FROM FONDA WHEELER BURGAY TO PHYLLIS BURGAY GRIFFIN DATED 4-18-2004 VOL 988 PAGE 435.  ALL LANDS DESCRIBED ABOVE ARE BEING
									ACL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPITHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00358.00A	SHIRLEY PATTERSON ET UX	DALE RESOURCES (EAST TEXAS)	6/26/2004	993	6	2004-3713	35.3 ACRES, MORE OR LESS, LOCATED IN THE JAMES A, HINTON SURVEY, A-298, SHELBY COUNTY, TEXAS, AND BEING THE SAME LANDS DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED, DATED SEPTEMBER 24, 1945, FROM RALPH GILLESPIE AND WIFE, MAGGIE LEG GILLESPIE, TO MIRT PATTERSON AND WIFE, BETTIE PATTERSON, RECORDED IN VOLUME 253, PAGE 364, DEED RECORDS, SHELBY COUNTY, TEXAS. RE-SURVEYED TO 32.5 ACRES.
									29.50 ACRES (RE-SURVEYED) BEING THE NORTHEASTERN PART OF A CALLED 60.0 AC TRACT (59.0 AC RE-SURVEYED) LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, BEING DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									10.053 ACRES (RE-SURVEYED), BEING THE NORTHERN HALF OF A CALLED 24.1 ACRE TRACT OF LAND, LOCATED IN THE W C ALVIS SURVEY, A-20 AND THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, DESCRIBED AS THE 3RD TRACT IN THAT CERTAIN WARRANTY DEED DATED 09-24-1945 FROM RALPH GILLESPIE ET UX, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON FE UX, BETTIE PATTERSON, RECORDED IN VOL 253, PC 364, DEED RECORDS, SHELBY CO, TX. SAVE, LESS & EXCEPT. 10.0 ACRE OF LAND, MORE OR LESS, LOCATED IN THE DANIEL HOPKINS SURVEY, A-302, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 01-06-1967 FROM MIRT PATTERSON ET UX TO RUBEN SMITH, RECORDED IN VOL 446, PG 114, DEED RECORDS, SHELBY CO, TX. SAVE, LESS & EXCEPT: 1.00 ACRE OF LAND, M/L, LOCATED IN THE DANIEL HOPKINS SURVEY, A-302, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 10-21-1972 FROM MIRT PATTERSON ET UX TO RUBEN SMITH, RECORDED IN VOL 447, PG 846, DEED RECORDS, SHELBY CO, TX. SAVE, LESS & EXCEPT: 1.00 ACRE OF LAND, M/L, LOCATED IN THE DANIEL HOPKINS SURVEY, A-302, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 01-22-1972 FROM MIRT PATTERSON ET UX TO RUBEN SMITH, RECORDED IN VOL 479, PG 846, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00358.00B	ZELMA M PATTERSON REV TR	DALE RESOURCES (EAST TEXAS)	6/28/2004	993	13	2004-3715	35.3 ACRES, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LANDS DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED, DATED SEPTEMBER 24, 1945, FROM RALPH GILLESPIE AND WIFE, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON AND WIFE, BETTIE PATTERSON, RECORDED IN VOLUME 253, PAGE 364, DEED RECORDS, SHELBY COUNTY, TEXAS. RE-SURVEYED TO 32.5 ACRES.
									29.50 ACRES (RE-SURVEYED) BEING THE NORTHEASTERN PART OF A CALLED 60.0 AC TRACT (59.0 AC RE-SURVEYED) LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, BEING DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

TX	SHELBY	42.00358.00C	LOYCE J PATTERSON SANDERS	DALE RESOURCES (EAST TEXAS)	6/28/2004	992	988	2004-3709	35.3 ACRES, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LANDS DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED, DATED SEPTEMBER 24, 1945, FROM RALPH GILLESPIE AND WIFE, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON AND WIFE, BETTIE PATTERSON, RECORDED IN VOLUME 253, PAGE 364, DEED RECORDS, SHELBY COUNTY, TEXAS. RE-SURVEYED TO 32.5 ACRES.
									29.50 ACRES (RE-SURVEYED) BEING THE NORTHEASTERN PART OF A CALLED 60.0 AC TRACT (59.0 AC RE-SURVEYED) LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, BEING DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00358.00D	GEORGE DUKE	DALE RESOURCES (EAST TEXAS)	7/20/2004	996	663	2004-4620	35.3 ACRES, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LANDS DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED, DATED SEPTEMBER 24, 1945, FROM RALPH GILLESPIE, TO MIRT PATTERSON AND WIFE, BETTIE PATTERSON, RECORDED IN VOLUME 253, PAGE 364, DEED RECORDS, SHELBY COUNTY, TEXAS. RE-SURVEYED TO 32.5 ACRES.  29.50 ACRES (RE-SURVEYED) BEING THE NORTHEASTERN PART OF A CALLED 60.0 AC TRACT (59.0 AC RE-SURVEYED) LOCATED IN THE J M HOOPER SURVEY A-289, AND THE W CALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, BEING DESCRIBED AS THE 2ND TRACT IN THAT
									CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU # IW WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL
									RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
TX	COUNTY SHELBY	LEASE NO 42.00358.00E	LESSOR / GRANTOR RENA THOMPSON	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	DATE 7/20/2004	<u>BOOK</u> 996	PAGE 660	ENTRY 2004-4619	DESCRIPTION 35.3 ACRES, MORE OR LESS, LOCATED IN THE JAMES A, HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LANDS DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED, DATED SEPTEMBER 24, 1945, FROM RALPH GILLESPIE AND WIFE, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON AND WIFE, BETTIE PATTERSON, RECORDED IN VOLUME 253, PAGE 364, DEED RECORDS, SHELBY COUNTY, TEXAS. RE-SURVEYED TO 32.5 ACRES.
									29.50 ACRES (RE-SURVEYED) BEING THE NORTHEASTERN PART OF A CALLED 60.0 AC TRACT (59.0 AC RE-SURVEYED) LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY,TEXAS, BEING DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00358.00F	EDNA EZERNACK	DALE RESOURCES (EAST TEXAS)	7/20/2004	996	666	2004-4621	35.3 ACRES, MORE OR LESS, LOCATED IN THE JAMES A, HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LANDS DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED, DATED SEPTEMBER 24, 1945, FROM RALPH GILLESPIE AND WIFE, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON AND WIFE, BETTIE PATTERSON, RECORDED IN VOLUME 253, PAGE 364, DEED RECORDS, SHELBY COUNTY, TEXAS. RE-SURVEYED TO 32.5 ACRES.
									29.50 ACRES (RE-SURVEYED) BEING THE NORTHEASTERN PART OF A CALLED 6.00 AC TRACT (5.90 AC RE-SURVEYED) LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, BEING DESCRIBED AS THE JAD TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00358.00G	LLOYD GILLESPIE	PALMER PETROLEUM INC	4/7/2004	989	500	2004-2804	35.3 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253 PAGE 364. (RESURVEYED AS 32.5 ACRES).
									29.50 ACRES (RE-SURVEYED) BEING THE SOUTHERN PART OF A CALLED 60.0 ACRE (RE-SURVEYED 59.0 AC) TRACT OF LAND, LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE WC ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX, RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									11.950 ACRES (RE-SURVEYED), BEING THE SOUTHERN HALF OF A CALLED 24.1 ACRE TRACT OF LAND, LOCATED IN THE W C ALVIS SURVEY, A-20 AND THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE 3RD TRACT IN THAT CERTAIN WARRANTY DEED DATED 09-24-1945 FROM RALPH GILLESPIE ET UX, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON ET UX, BETTIE PATTERSON, RECORDED IN VO 253, PG 364, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00358.00H	BETTY GILLESPIE GOMILLA	PALMER PETROLEUM INC	4/7/2004	989	491	2004-2801	FÖRMATION. 35.3 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253 PAGE 364. (RESURVEYED AS

32.5 ACRES).

29.50 ACRES (RE-SURVEYED) BEING THE SOUTHERN PART OF A CALLED 60.0 ACRE (RE-SURVEYED 59.0 AC) TRACT OF LAND, LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-229, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX, RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.

11.950 ACRES (RE-SURVEYED), BEING THE SOUTHERN HALF OF A CALLED 24.1 ACRE TRACT OF LAND, LOCATED IN THE W C ALVIS SURVEY, A-20 AND THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE 3RD TRACT IN THAT CERTAIN WARRANTY DEED DATED 09-24-1945 FROM RALPH GILLESPIE ET UX, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON ET UX, BETTIE PATTERSON, RECORDED IN VO 253, PG 364, DEED RECORDS, SHELBY CO, TX.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEACE				
ST TX	COUNTY SHELBY	LEASE NO 42.00358.001	LESSOR / GRANTOR RETA JONES HARRELL	LESSEE / GRANTEE PALMER PETROLEUM INC	LEASE <u>DATE</u> 5/1/2004	BOOK 1034	<u>PAGE</u> 427	ENTRY 2005-6797	DESCRIPTION  35.3 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX RECORDED VOL 253 PAGE 364. (RESURVEYED AS 32.5 ACRES).
									29.50 ACRES (RE-SURVEYED) BEING THE SOUTHERN PART OF A CALLED 60.0 ACRE (RE-SURVEYED 59.0 AC) TRACT OF LAND, LOCATED IN THE J M HOOPER SURVEY A-275, THE JAMES HINTON SURVEY A-289, AND THE W C ALVIS SURVEY A-20, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED 9-24-1945 FROM RALPH GILLESPIE ET UX TO MIRT PATTERSON ET UX, RECORDED VOL 253, PAGE 364, DEED RECORDS, SHELBY CO, TX.
									11.950 ACRES (RE-SURVEYED), BEING THE SOUTHERN HALF OF A CALLED 24.1 ACRE TRACT OF LAND, LOCATED IN THE W.C ALVIS SURVEY, A-20 AND THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE 3RD TRACT IN THAT CERTAIN WARRANTY DEED DATED 09-24-1945 FROM RALPH GILLESPIE ET UX, MAGGIE LEE GILLESPIE, TO MIRT PATTERSON ET UX, BETTIE PATTERSON, RECORDED IN VO 253, PG 364, DEED RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00359.00A	NEIL GRANT ET UX	DALE RESOURCES (EAST TEXAS)	8/3/2004	996	690	2004-4632	FORMATION.  60.318 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS THE SECOND TRACT, THIRD TRACT AND FOURTH TRACT IN A WARRANTY DEED DATED 1-15-1990 FROM W BLAINE EMANIS ET AL TO NEIL GRANT ET UX, RECORDED IN VOL 704 PAGE 607.
									ALSO DESCRIBED AS:  26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELEY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									24.8 (RE-SURVEYED) AC, ORIGINALLY CALLED 24.543 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 5 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.
									9.52 (RE- SURVEYED) AC, ORIGINALLY CALLED 9.595 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 6 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
ТХ	SHELBY	42.00359.00B	LESTER HUGHES	DALE RESOURCES (EAST TEXAS)	9/2/2004	1000	200	2004-5549	FORMATION. 72.491 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 5, TRACT 6, TRACT 8, TRACT 10 AND LAKE IN A WARRANTY DEED DATED 11-09-1988 FROM NARA EMANIS HUGHES TO W BLAINE EMANIS ET AL, RECORDED IN VOLUME 694 PAGE 867.
									ALSO DESCRIBED AS:  26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN
									VOL 688, PG 217.  24.8 (RE-SURVEYED) AC, ORIGINALLY CALLED 24.543 AC, MORE OR LESS, LOCATED IN THE JAMES M, HOOPER SURVEY A -275, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 5 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.

9.52 (RE- SURVEYED) AC, ORIGINALLY CALLED

9.595 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 6 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.

3.52 (RE-SURVEYED) AC, ORIGINALLY CALLED
3.515 AC, MORE OR LESS, LOCATED IN THE J. M.
HOOPER SURVEY A-275 AND THE JAMES HINTON
SURVEY A-289, SHELBY COUNTY, TEXAS, AND
BEING THE SAME LAND DESCRIBED AS TRACT 8
IN THAT CERTAIN DEED OF PARTITION DATED 0111-1988, BETWEEN F. A. EMANIS ET AL,
RECORDED IN VOL 688, PG 217.

8.58 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.658 AC, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 10 IN THAT CERTAIN DEED OF PARTIION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

Page 46 of 128 Pages

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72.491 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 5, TRACT 6, TRACT 8, TRACT 10 AND LAKE IN A WARRANTY DEED DATED 11-09-1988 FROM NARA EMANIS HUGHES TO W BLAINE EMANIS ET AL, RECORDED IN VOLUME 694 PAGE 867.

## ALSO DESCRIBED AS:

26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F.A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

24.8 (RE-SURVEYED) AC, ORIGINALLY CALLED 24.543 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 5 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.

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3.52 (RE-SURVEYED) AC, ORIGINALLY CALLED
3.515 AC, MORE OR LESS, LOCATED IN THE J. M.
HOOPER SURVEY A-275 AND THE JAMES HINTON
SURVEY A-289, SHELBY COUNTY, TEXAS, AND
BEING THE SAME LAND DESCRIBED AS TRACT 8
IN THAT CERTAIN DEED OF PARTITION DATED 0111-1988, BETWEEN F. A. EMANIS ET AL,
RECORDED IN VOL 688, PG 217.

8.58 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.658 AC, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 10 IN THAT CERTAIN DEED OF PARTIION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
72.491 ACRES OF LAND, MORE OR LESS,
LOCATED IN THE J M HOOPER SURVEY A-275
AND THE JAMES HINTON SURVEY A-289, SHELBY
COUNTY, TEXAS, AND BEING THE SAME LAND
DESCRBIED AS TRACT 5, TRACT 6, TRACT 8,
TRACT 10 AND LAKE IN A WARRANTY DEED
DATED 11-09-1988 FROM NARA EMANIS HUGHES
TO W BLAINE EMANIS ET AL, RECORDED IN
VOLUME 694 PAGE 867.

# ALSO DESCRIBED AS:

26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

24.8 (RE-SURVEYED) AC, ORIGINALLY CALLED 24.543 AC, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 5 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.

9.52 (RE-SURVEYED) AC, ORIGINALLY CALLED 9.595 AC, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 6 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.

3.52 (RE-SURVEYED) AC, ORIGINALLY CALLED
3.515 AC, LOCATED IN THE J. M. HOOPER SURVEY
A-275 AND THE JAMES HINTON SURVEY A-289,
SHELBY COUNTY, TEXAS, AND BEING THE SAME
LAND DESCRIBED AS TRACT 8 IN THAT CERTAIN
DEED OF
PARTITION DATED 01-11-1988, BETWEEN F. A.
EMANIS ET AL, RECORDED IN VOL 688, PG 217.

8.58 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.658 AC, LOCATED IN THE JM HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 10 IN THAT CERTAIN DEED OF PARTIION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC

TX SHELBY 42.00359.00E KAROL L WEST DALE RESOURCES 10/4/2004 1010 515 (EAST TEXAS)	2005-431
TX SHELBY 42.00359.00F W H EMANIS DALE RESOURCES 10/12/2004 1010 518 (EAST TEXAS)	2005-432

EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

34.21 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 1 AND LAKE PARTITIONED TO F A EMANIS IN THAT CERTAIN PARTITION DATED 1-11-1988 BY AND BETWEEN F A EMANIS ET AL RECORDED IN VOLUME 688 PAGE 217.

EQUIVALENT OF 10.120 FEET AS SEEN IN THE

### ALSO DESCRIBED AS:

26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

8.07 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.03 AC, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 1 IN THAT CERTAIN DEED OF PARTITION, DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PAGE 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

FORMATION.
9.67 ACRES OF LAND, MORE OR LESS, LOCATED
IN THE JAMES HINTON SURVEY A-289, SHELBY
COUNTY, TEXAS, AND BEING THE SAME LAND
DESCRBIED AS TRACT I AND LAKE
PARTITIONED TO F A EMANIS IN THAT CERTAIN
PARTITION DATED 1-11-1988 BY AND BETWEEN F
A EMANIS ET AL RECORDED IN VOLUME 688
PAGE 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

					LEASE				
ST	COUNTY SHELBY	LEASE NO 42.00359.00G	LESSOR / GRANTOR CLAY MCCLESKEY	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	DATE 10/22/2004	BOOK 1010	PAGE 512	ENTRY 2005-430	DESCRIPTION  34.21 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 1 AND LAKE PARTITIONED TO F A EMANIS IN THAT CERTAIN PARTITIONED ATO F A EMANIS IN THAT CERTAIN PARTITIONED ATO F A EMANIS IN THAT CERTAIN PARTITION DATED 1-11-1988 BY AND BETWEEN F A EMANIS ET AL RECORDED IN VOLUME 688 PAGE 217.  ALSO DESCRIBED AS:  26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.  8.07 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.03 AC, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT IN THAT CERTAIN DEED OF PARTITION, DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PAGE 217.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED BOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE CW. RESOURCES, INC. — ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RICHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00359.00H	HANK L WIDERMAN ET UX	DALE RESOURCES (EAST TEXAS)	10/19/2004	1003	67	2004-6284	FORMATION. 67-581 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS THE FRIST TRACT, THE SECOND TRACT AND THE THIRD TRACT IN A WARRANTY DEED DATED 2-1-1996 FROM GUY F EMANIS ET UX TO HANK L WIDEMAN ET UX RECORDED IN VOLUME 798 PAGE 617.  ALSO DESCRIBED AS:  26-0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26-18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.  27-3 (RE-SURVEYED) AC, (ORIGINALLY CALLED 27-476 AC, MORE OR LESS) LOCATED IN THE JAMES M. HOOPER SURVEY A-275 & THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 4 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOLUME 688 PAGE 217.  14.1 (RE-SURVEYED) AC, (ORIGINALLY CALLED 13-925 AC, MORE OR LESS) LOCATED IN THE JAMES M. HOOPER SURVEY A-275 & THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 4 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOLUME 688 PAGE 217.  41.1 (RE-SURVEYYED) AC, (ORIGINALLY CALLED 13-925 AC, MORE OR LESS) LOCATED IN THE JAMES M. HOOPER SURVEY A-275 & THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 7 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOLUME 688 PAGE 217.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE CW. RESOURCES, INC ADAMS GUT ## WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RICHTS LYING BELOW THE STRATIGRAPH
TX	SHELBY	42.00359.00I	MARIE EMANIS MCCAULEY	DALE RESOURCES (EAST TEXAS)	9/2/2004	1001	419	2004-5831	FORMATION. 76.293 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 4, TRACT 7, TRACT 9 AND LAKE IN A WARRANTY DEED DATED 11-91988 FROM BILLIE MARIE EMANIS MCCAULEY ET VIR TO GUY F EMANIS ET UX RECORDED IN VOLUME 694 PAGE 176.  ALSO DESCRIBED AS: 26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.  27.3 (RE-SURVEYED) AC, (ORIGINALLY CALLED 27.476 AC, MORE OR LESS) LOCATED IN THE JAMES M, HOOPER SURVEY A-275 & THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 4 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOLUME 688 PAGE 217.

14.1 (RE-SURVEYED) AC, (ORIGINALLY CALLED 13.925 AC, MORE OR LESS) LOCATED IN THE JAMES M. HOOPER SURVEY A-275 & THE JAMES

TX SHELBY 42.00359.00J GUY FEMANIS ET UX DALE RESOURCES 9/2/2004 1001 446 2004-5839 (EAST TEXAS)

A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 7 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOLUME 688 PAGE

8.73 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.658 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY, A-275 & THE JAMES A. HINTON SURVEY, A-295, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 9 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

EMANIS ET AL, RECORDED IN VOL 688, PG 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-2419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

8.73 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.658 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY, A-275 & THE JAMES A. HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 9 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.

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ST	COUNTY SHELBY	LEASE NO 42.00359.00K	LESSOR / GRANTOR DOICE GRANT ET AL	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	LEASE DATE 8/3/2004	<u>BOOK</u> 997	<u>PAGE</u> 285	ENTRY 2004-4776	42.23 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 3, TRACT 3A AND LAKE IN A WARRANTY DEED DATED 61-11-1988 FROM MARQUETTE EMANIS OLIVER ET VIR TO DOICE GRANT ET AL, RECORDED IN VOLUME 690 PAGE 827.  ALSO DESCRIBED AS:  26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.  1.00 ACRE OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND DESCRIBED AS TRACT 3 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.  1.480 (RE-SURVEYED) AC, ORIGINALLY CALLED 15.05 AC, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 3 IN THAT CERTAIN DEED 15.05 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 3 AIN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION
TX	SHELBY	42.00359.00L	KIMBERLY HUGHES BARAHONA	DALE RESOURCES (EAST TEXAS)	10/6/2004	1016	429	2005-2048	FORMATION. 72.491 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 5, TRACT 6, TRACT 8, TRACT 10 AND LAKE IN A WARRANTY DEED DATED 11-09-1988 FROM NARA EMANIS HUGHES TO W BLAINE EMANIS ET AL, RECORDED IN VOLUME 694 PAGE 867.
									ALSO DESCRIBED AS:  26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									24.8 (RE-SURVEYED) AC, ORIGINALLY CALLED 24.543 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 5 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.
									9.52 (RE- SURVEYED) AC, ORIGINALLY CALLED 9.595 AC, MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY A-275, AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS TRACT 6 IN THAT CERTAIN DEED OF PARTITION DATED 01-11- 1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688 PAGE 217.
									3.52 (RE-SURVEYED) AC, ORIGINALLY CALLED 3.515 AC, MORE OR LESS, LOCATED IN THE J. M. HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 8 IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL. 688, PG 217.
									8.58 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.658 AC, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275 AND THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 10 IN THAT CERTAIN DEED OF PARTIION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00359.00M	JUDITH E ELLIS	DALE RESOURCES (EAST TEXAS)	12/27/2004	1010	521	2005-433	34.21 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRBIED AS TRACT 1 AND LAKE PARTITIONED TO F A EMANIS IN THAT CERTAIN DEED OF PARTITION DATED 1-11-1988 BY AND BETWEEN F A EMANIS ET AL RECORDED IN VOLUME 688 PAGE 217.

ALSO DESCRIBED AS:

26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED
26.18 ACRES, LOCATED IN THE JAMES A. HINTON
SURVEY A-289, SHELBY COUNTY, TEXAS, AND
BEING DESCRIBED AS THE LAKE IN THAT
CERTAIN DEED OF PARTITION DATED 01-11-1988,
BETWEEN F. A. EMANIS ET AL, RECORDED IN
VOL 688, PG 217.

8.07 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.03 AC, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT I IN THAT CERTAIN DEED OF PARTITION, DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PAGE 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.00359.00N	PAMELA P VANCE ET VIR	ENCORE OPERATING, LP	10/6/2006	1070	841	2007-142	34.21 ACRES OF LAND, MORE OR LESS, A PART OF THE JAMES HINTON SURVEY A-289, ALSO NOW CALLED J M HOOPER SURVEY A-275 SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 1 OF 8.03 ACRES, MORE OR LESS, AND TRACT 2 OF 26.18 ACRES, MORE OR LESS, AND TRACT 2 OF 26.18 ACRES, MORE OR LESS, AND TRACT 2 OF 26.18 ACRES, MORE OR LESS, AND TRACT 2 OF 26.18 OWNERANTY DEED DATED JULY 9, 1992 FROM GOLDA EMANIS PUNKONEY ET VIR TO PAMELA LEIGH PUNKONEY VANCE ET VIR, RECORDED IN VOL 741 AND PAGE 569 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS.  ALSO DESCRIBED AS:
									26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-288, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									7.39 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.03 AC, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 2 IN THAT CERTAIN DEED OF PARTITION DATED 1-11-1988, BETWEEN F A EMANIS ET AL, RECORDED IN VOL 688, PAGE 217.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00359.00P	BLAKE AND NANCY EMANIS	ENCORE OPERATING, LP	3/2/2007	1080	537	2007-2794	PEAK FORMATION. TRACT I: BEING 8,658 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 8 IN THAT CERTAIN MINERAL DEED DATED 11- 9-1988 FROM NARA EMANIS HUGHES TO W. BALINE EMANIS AND NANCY N. EMANIS AND RECORDED IN VOLUME 694 PAGE 867.
									TRACT 2: 3.515 OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 10 IN THAT CERTAIN MINERAL DEED DATED 11-9-1988 FROM NARA EMANIS HUGHES TO W BLAINE EMANIS ET AL, RECORDED IN VOLUME 694 PAGE 867.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00359.00Q	EVA MICHELLE ALLYN	ENCORE OPERATING, LP	10/15/2007			2007009125	PEAK FORMATION. 26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									8.07 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.03 AC, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT I IN THAT CERTAIN DEED OF PARTITION, DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PAGE 217.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00359.00R	KAROL L WEST	ENCORE OPERATING, LP	10/29/2007			2007009124	PEAR FORMATION. 26.0 (RE-SURVEYED) AC, ORIGINALLY CALLED 26.18 ACRES, LOCATED IN THE JAMES A. HINTON SURVEY A-298, SHELBY COUNTY, TEXAS, AND BEING DESCRIBED AS THE LAKE IN THAT CERTAIN DEED OF PARTITION DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PG 217.
									8.07 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.03 AC, MORE OR LESS, LOCATED IN THE JAMES A. HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TRACT 1 IN THAT CERTAIN DEED OF PARTITION, DATED 01-11-1988, BETWEEN F. A. EMANIS ET AL, RECORDED IN VOL 688, PAGE 217.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REVNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
TX	COUNTY SHELBY	LEASE NO 42.00360.00A	LESSOR / GRANTOR HARRY M MARTIN	DALE RESOURCES (EAST TEXAS)	DATE 7/12/2004	BOOK 997	PAGE 298	ENTRY 2004-4780	DESCRIPTION TRACT I: BEING 120.193 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TOR. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 290 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS, ALL LANDS DESCRIBED ABOVE AS TRACT 1 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU WELL (API #424-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
									TRACT 2: BEING 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED NOVEMBER 2, 1945 FROM F. F. PATTERSON AND WIFE, ETTA PATTERSON, TO NOAH WILBURN AND FRANK WILBURN, WHICH WARRANTY DEED IS RECORDED IN VOLUME 254, PAGE 464 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 2 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE STRATIGRAPHIC EQUIVALENT OF THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
									TRACT 3: BEING 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, AND THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 132, PAGE 303 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 3 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION TO THE BASE OF THE COTTON VALLEY FORMATION TO THE BASE OF THE COTTON VALLEY FORMATION.
									TRACT 4: BEING 45 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 286 OF THE DEED RECORDED IN VOLUME 131, PAGE 286 OF THE DEED RECORDED OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 4 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION , IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.00B	JANET J MARTIN	DALE RESOURCES (EAST TEXAS)	8/2/2004	997	301	2004-4781	TRACT I: BEING 120.193 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 290 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS, ALL LANDS DESCRIBED ABOVE AS TRACT 1 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
									TRACT 2: BEING 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED NOVEMBER 2, 1945 FROM F. F. PATTERSON AND WIFE, ETTA PATTERSON, TO NOAH WILBURN AND FRANK WILBURN, WHICH WARRANTY DEED IS RECORDED IN VOLUME 254, PAGE 464 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 2 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF

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THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100") BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

TRACT 3: BEING 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, AND THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 132, PAGE 303 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 3 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (1007) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC CHUVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

TRACT 4: BEING 45 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 286 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 4 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TRACT 1: BEING 120.193 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND HE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND HE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND HE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-280, AND THE R. HOOPER SURVEY, A-280, AND THE R. H

THE TRAVIS PEAK FORMATION.

TRACT 2: BEING 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED NOVEMBER 2, 1945 FROM F. F. PATTERSON AND WIFE, ETTA PATTERSON, TO NOAH WILBURN AND FRANK WILBURN, WHICH WARRANTY DEED IS RECORDED IN VOLUME 254, PAGE 464 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 2 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

TRACT 3: BEING 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, AND THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 132, PAGE 303 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 3 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

TRACT 4: BEING 45 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 286 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS, ALL LANDS DESCRIBED ABOVE AS TRACT 4 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE

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TX	SHELBY	LEASE NO 42.00360.00D	LESSOR / GRANTOR TIFFINY MARTIN MAYS	DALE RESOURCES (EAST TEXAS)	B/2/2004	BOOK 1001	PAGE 427	ENTRY 2004-5833	DESCRIPTION TRACT I: BEING 120.193 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 290 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS, ALL LANDS DESCRIBED ABOVE AS TRACT 1 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (ADH #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
									TRACT 2: BEING 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED NOVEMBER 2, 1945 FROM F. P. PATTERSON AND WIFE, ETTA PATTERSON, TO NOAH WILBURN AND FRANK WILBURN, WHICH WARRANTY DEED IS RECORDED IN VOLUME 254, PAGE 464 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 2 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100) BELOW THE STRATICRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATICRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FOR MATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATICRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
									TRACT 3: BEING 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, AND THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 132, PAGE 303 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 3 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY SORD STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
									TRACT 4: BEING 45 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS DECORDED IN VOLUME 131, PAGE 286 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 4 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY SOND TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.00E	MARY JEAN WILKIE	DALE RESOURCES (EAST TEXAS)	8/2/2004	997	304	2004-4782	TRACT I: BEING 120.193 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-275, THE J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 290 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 1 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
									TRACT 2: BEING 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED NOVEMBER 2, 1945 FROM F. F. PATTERSON AND WIFE, ETTA PATTERSON, TO NOAH WILBURN AND FRANK WILBURN, WHICH WARRANTY DEED IS RECORDED IN VOLUME 254, PAGE 464 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 2 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF

THE EARTH TO A SUB-SURFACE DEPTH OF ONE THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

THE COTTON VALLEY FORMATION.

TRACT 3: BEING 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-275, AND THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 132, PAGE 303 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 3 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

TRACT 4: BEING 45 ACRES OF LAND, MORE OR

TRACT 4: BEING 45 ACRES OF LAND, MORE OR LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 286 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS. ALL LANDS DESCRIBED ABOVE AS TRACT 4 ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-286 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442. THE EARTH TO A SUB-SURFACE DEPTH OF ONE

ALL LANDS DESCRIBED ABOVE ARE BEING ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. FORMATION. 110.00 ACRES OF LAND, MORE OR LESS,

110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-3110), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LVING RELOW THE STRATIGRAPHIC BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

TX	SHELBY	42.00360.00G	BILLIE RULFS PUGH	DALE RESOURCES (EAST TEXAS)	8/30/2004	999	53	2004-5250

DALE RESOURCES

9/25/2004

1001

430

2004-5834

ADARENE BURROWS

TX

SHELBY

42.00360.00F

STTX	COUNTY SHELBY	42.00360.00H	JOHN D RULFS	DALE RESOURCES (EAST TEXAS)	DATE 8/30/2004	BOOK 999	<u>PAGE</u> 59	ENTRY 2004-5252	DESCRIPTION  110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J IM HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J IMINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.  ALSO DESCRIBED AS:  21.04 ACRES LOCATED IN THE R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN EXHIBIT B IN A SPECIAL WARRANTY DEED DATED 96-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN AND ALL AND DESCRIBED IN EXHIBIT B IN A SPECIAL WARRANTY DEED DATED 96-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN AND SELVEY A-275, R HOOPER SURVEY, A-356 & THE J, HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS & BEING THE FEMALE SHELBY COUNTY, TEXAS AND BEING THE J, M. HOOPER SURVEY, A-275, R. HOOPER SURVEY, A-356 & THE J, HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS & BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L. P. NOBLES GAS UNIT & ARE A PART OF A CALLED 88.433 ACRE TRACT, DESCRIBED IN A WARRANTY DEED DATED 12-23.002 FROM MILTON D. STANER ET UX, JUDY K. STANER, TO RICHARD LEE FAUSETT, RECORDED IN VOLUME 952, PAGE 908 WHICH IS EXCLUDED FROM THE NOBLES GAS UNIT (TRACT 15).  8.83 (RE-SURVEYED) AC, ORIGINALLY CALLED & 37.1 AC, LOCATED IN THE J, M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS & BEING THE SAME LAND DESCRIBED AS THE IST TRACT (5.61 AC & 3.10 AC) IN THAT CERTAIN SPECIAL WARRANTY DEED DATED 1-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOLUME 775, PAGE 430.  2.01 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS & BEING THE SAME LAND DESCRIBED AS THE IST TRACT (5.61 AC & 3.10 AC) IN THAT CERTAIN SPECIAL WARRANTY DEED DATED 7-16-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOLUME 775, PAGE 430.  2.01 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J MHOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DE
TX	SHELBY	42.00360.001	BETTY RULFS WHITENER	DALE RESOURCES (EAST TEXAS)	8/31/2004	999	50	2004-5249	110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALSO DESCRIBED AS:
									21.04 ACRES LOCATED IN THE R HOOPER SURVEY A-365 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN EXHIBIT B IN A SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR RECORDED IN VOLUME 775, PAGE 430.
									68.4 (RE-SURVEYED) AC ORIGINALLY CALLED

COUNTY

LEASE NO

LESSOR / GRANTOR

LESSEE / GRANTEE

воок

PAGE

ENTRY

DESCRIPTION

430.

68.4 (RE-SURVEYED) AC, ORIGINALLY CALLED
68.814 AC, MORE OR LESS, LOCATED IN THE J. M.
HOOPER SURVEY, A-275, R. HOOPER SURVEY, A356 & THE J. HINTON SURVEY, A-289, SHELBY
COUNTY, TEXAS & BEING THE REMAINING
ACRES OF LAND THAT ARE EXCLUDED PROM
THE ENCORE OPERATING, L. P. NOBLES GAS UNIT
& ARE A PART OF A CALLED 88-433 ACRE TRACT,
DESCRIBED IN A WARRANTY DEED DATED 12-232002 FROM MILTON D. STANER ET UX, JUDY K.
STANER, TO RICHARD LEE FAUSETT, RECORDED
IN VOLUME 952, PAGE 908 — WHICH IS
EXCLUDED FROM THE NOBLES GAS UNIT
(TRACT 15).

8.83 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.71 AC, LOCATED IN THE J. M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS & BEING THE SAME LAND DESCRIBED AS THE 1ST TRACT (5.61 AC & 3.10 AC) IN THAT CERTAIN SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOLUME 775, PAGE 430.

2.01 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-16-1973 FROM H B POWDRILL ET UX TO ARCADIA CHURCH OF CHRIST RECORDED IN VOL 491 PAGE 660. (ALSO DESCRIBED AS 2.01 ACRES OUT OF: 120.193 ACRES, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY A-275, THE J HINTON SURVEY A-289 AND THE R HOOPER SURVEY A-356, BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 131 PAGE 290 LESS AND EXCEPT 199.473 (100.29) ACRES DESCRIBED IN WARRANTY DEED DATED 7-18-1977 FROM HOWELL BENNIE POWDRILL ET UX TO MIKE TUCK RECORDED VOLUME 534 PAGE 857 AND 8.71 ACRES DESCRIBED IN EXHIBIT A IN SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR RECORDED IN VOLUME 775 PAGE 430 LEAVING 2.01 ACRES)

19.619 ACRES, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS AND BEING THAT PART OF THE 88.433 ACRES OF LAND DESCRIBED IN A WARRANTY DEED DATED 12-23-2002 FROM MILTON D STANER ET UX TO RICHARD LEE FAUSET RECORDED IN VOLUME 952 PAGE 908 WHICH IS INCLUDED IN THE NOBLES GAS UNIT (TRACT 15).

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #! WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

FORMATION.

10.00 ACRES OF LAND, MORE OR LESS,
LOCATED IN THE J M HOOPER SURVEY A-275, R
HOOPER SURVEY A-356 AND THE J HINTON
SURVEY A-289, SHELBY COUNTY, TEXAS, AND
BEING THE SAME LAND DESCRIBED IN A
MINERAL DEED DATED 7-8-1935 FROM L J
CURTIN TO RAYMOND GILMORE ET AL
RECORDED IN VOLUME 178 PAGE 442.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JM HOOPER SURVEY A-275, R

III.UU ACKES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK

1A	SHELDI	42.00300.003	NANCI CURRIE	(EAST TEXAS)	9/20/2004	1001	439	2004-3637
TX	SHELBY	42.00360.00K	DORIS G GRIBBLE	DALE RESOURCES	10/19/2004	1004	143	2004-6567

DALERESOURCES

(EAST TEXAS)

9/20/2004

NANCY CURRIE

SHELBY

42 00360 001

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ST TX	COUNTY SHELBY	LEASE NO 42.00360.00L	LESSOR / GRANTOR EDITH C MERRITT	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	LEASE <u>DATE</u> 9/20/2004	BOOK 1001	<u>PAGE</u> 436	ENTRY 2004-5836	DESCRIPTION  110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-365 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.00M	HELEN P ONCKEN	DALE RESOURCES (EAST TEXAS)	10/8/2004	1004	146	2004-6568	110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.00N	CARROLL G PALMER	DALE RESOURCES (EAST TEXAS)	10/21/2004	1004	140	2004-6566	I 10.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHEL BY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.000	EDWIN P PALMER	DALE RESOURCES (EAST TEXAS)	10/21/2004	1004	149	2004-6569	110.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-275, R HOOPER SURVEY A-286 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00360.00P	ODESSA POWDRILL	DALE RESOURCES (EAST TEXAS)	6/30/2004	992	981	2004-3707	FORMATION.  100.29 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, J HINTON SURVEY A-289 AND THE R HOOPER SURVEY A-356, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 7-18-1977 FROM HOWELL BENNIE POWDRILL ET UX TO MIKE TUCK RECORDED IN VOLUME 534 PAGE 857.
									ALSO DESCRIBED AS:  21.04 ACRES LOCATED IN THE R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A- 289, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN EXHIBIT B IN A SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR RECORDED IN VOLUME 775, PAGE 430.
									68.4 (RE-SURVEYED) AC, ORIGINALLY CALLED 68.814 AC, MORE OR LESS, LOCATED IN THE J. M. HOOPER SURVEY, A-275, R. HOOPER SURVEY, A-356 & THE J. HINTON SURVEY, A-299, SHELBY COUNTY, TEXAS & BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, LP. NOBLES GAS UNIT & ARE A PART OF A CALLED 88.433 ACRE TRACT, DESCRIBED IN A WARRANTY DEED DATED 12-23-2002 FROM MILTON D. STANER ET UX, JUDY K. STANER, TO RICHARD LEE FAUSETT, RECORDED IN VOLUME 952, PAGE 908 — WHICH IS EXCLUDED FROM THE NOBLES GAS UNIT (TRACT 15).

19.619 ACRES, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY

COUNTY, TEXAS AND BEING THAT PART OF THE 88.433 ACRES OF LAND DESCRIBED IN A WARRANTY DEED DATED 12-23-2002 FROM MILTON D STANER ET UX TO RICHARD LEE FAUSET RECORDED IN VOLUME 922 PAGE 908 WHICH IS INCLUDED IN THE NOBLES GAS UNIT (TRACT 15).

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELDEY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
TX	SHELBY	LEASE NO 42.00360.00Q	LESSOR / GRANTOR CAROLYN JEAN TAYLOR	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	LEASE DATE 6/30/2004	BOOK 992	<u>PAGE</u> 978	ENTRY 2004-3706	DESCRIPTION  29.75 ACRES OF LAND, MORE OR LESS, LOCATED IN THE R HOOPER SURVEY A-356 AND J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED AS 5.61 ACRES, 3.1 ACRES AND 21.04 ACRES IN A SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR RECORDED IN VOLUME 775 PAGE 430.  ALSO DESCRIBED AS:  21.04 ACRES LOCATED IN THE R HOOPER SURVEY A-289, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN EXHIBIT B IN A SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR RECORDED IN VOLUME 775, PAGE 430.  8.83 (RE-SURVEYED) AC, ORIGINALLY CALLED 8.71 AC, LOCATED IN THE J. M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS & BEING THE SAME LAND DESCRIBED AS THE IST TRACT (5.61 AC & 3.10 AC) IN THAT CERTAIN SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR RECORDED IN VOLUME 775, PAGE 430.  ALL LANDS DESCRIBED AS THE IST TRACT (5.61 AC & 3.10 AC) IN THAT CERTAIN SPECIAL WARRANTY DEED DATED 9-6-1993 FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOLUME 775, PAGE 430.  ALL LANDS DESCRIBED AS THE IST TRACT (5.61 AC & 3.10 AC) IN THAT CERTAIN SPECIAL WARRANTY DEED DATES SEN IN THE GUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE IST TENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS FAR
TX	SHELBY	42.00360.00R	RICHARD LEE FAUSETT	DALE RESOURCES (EAST TEXAS)	7/22/2004	996	647	2004-4615	FÖRMATION.  88.433 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 12-23-2002 FROM MILTON D STANER ET UX TO RICHARD LEE FAUSETT RECORDED IN VOLUME 952 PAGE 908.  ALSO DESCRIBED AS:  68.4 (RE-SURVEYED) AC, ORIGINALLY CALLED 68.814 AC, MORE OR LESS, LOCATED IN THE J. M. HOOPER SURVEY, A-275, R. HOOPER SURVEY, A- 356 & THE J. HINTON SURVEY, A-289, SHELBY COUNTY, TEXAS & BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, LP. NOBLES GAS UNIT & ARE A PART OF A CALLED 88,433 ACRE TRACT, DESCRIBED IN A WARRANTY DEED DATED 12-23- 2002 FROM MILTON D. STANER ET UX, JUDY K. STANER, TO RICHARD LEE FAUSETT, RECORDED IN VOLUME 952, PAGE 908 - WHICH IS EXCLUDED FROM THE NOBLES GAS UNIT (TRACT 15).  19.619 ACRES, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS AND BEING THAT PART OF THE 88.433 ACRES OF LAND DESCRIBED IN A WARRANTY DEED DATED 12-23-2002 FROM MILTON D STANER ET UX, JUDY B.  STANER, TO RICHARD LEE FAUSETT, RECORDED IN VOLUME 952, PAGE 908 - WHICH IS EXCLUDED FROM THE NOBLES GAS UNIT (TRACT 15).  19.619 ACRES, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS AND BEING THAT PART OF THE 88.433 ACRES OF LAND DESCRIBED IN A WARRANTY DEED DATED 12-23-2002 FROM MILTON D STANER ET UX TO RICHARD LEE FAUSET RECORDED IN VOLUME 952 PAGE 908 WHICH IS INCLUDED IN THE NOBLES GAS UNIT (TRACT 15).  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150, W. REPYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.00S	JAMES E DAY	DALE RESOURCES (EAST TEXAS)	8/27/2004	997	978	2004-4941	PORMATION.  79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE 1 M HOOPER SURVEY A-274 AND THE 1 M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 4-29-1932 FROM L J CURTIN TO DR. E D RICE ET AL RECORDED IN VOLUME 162 PAGE 443.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY SAND FORMATION.
TX	SHELBY	42.00360.00T	KATHLEEN FRISBIE	DALE RESOURCES (EAST TEXAS)	8/23/2004	997	981	2004-4942	96 ACRES OUT OF 311.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 148 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE

TX	SHELBY	42.00360.00U	SINCLAIR ROGERS	DALE RESOURCES (EAST TEXAS)	9/6/2004	1000	194	2004-5547
TX	SHELBY	42.00360.00V	F P SIZER	DALE RESOURCES (EAST TEXAS)	8/2/2004	997	975	2004-4940

STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

96 ACRES OUT OF 311.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JM HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 148 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.

ET AL RECORDED IN VOLUME 254 PAGE 464.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

96 ACRES OUT OF 311.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 149 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 1-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.

ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

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		V. D. A. D. V. O.			LEASE	2001			
ST TX	SHELBY	LEASE NO 42.00360.00W	LESSOR / GRANTOR RUTH NAYLOR	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	9/17/2004	BOOK 1001	PAGE 433	ENTRY 2004-5835	DESCRIPTION 96 ACRES OUT OF 311.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 148 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11- 2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.00X	JOANN RAY ROGERS ET AL	DALE RESOURCES (EAST TEXAS)	8/26/2004	1001	442	2004-5838	96 ACRES OUT OF 311.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 148 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.00Y	JESSE M UPCHURCH	DALE RESOURCES (EAST TEXAS)	8/16/2004	997	972	2004-4939	10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A -275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.00Z	O F BAXTER ET AL	DALE RESOURCES (EAST TEXAS)	2/18/2005	1012	733	2005-1032	120.1939 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 110.00 ACRES IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
TX	SHELBY	42.00360.0AA	JEAN WIMBERLEY	DALE RESOURCES	10/15/2004	1012	742	2005-1035	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  110.00 ACRES OF LAND, MORE OR LESS,
				(EAST TEXAS)					LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-355 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.0AB	SALLY SQUIRES PARKHOUSE	DALE RESOURCES (EAST TEXAS)	2/26/2005	1020	473	2005-3144	96 ACRES OF LAND MORE OR LESS, OUT OF A 311.00 ACRE TRACT OF LAND, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 148 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS

									AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0AC	BETTY ANN PARNELL	DALE RESOURCES (EAST TEXAS)	10/15/2004	1016	426	2005-2047	96 ACRES OF LAND MORE OR LESS, OUT OF A 311.00 ACRE TRACT OF LAND, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8-1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 148 PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE STRATIGRAPHIC EQUIVALENT OF THE LIGHTS AND DEPTHS INFORT OR RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY STRATIGRAPHIC FUNDLED TO THE BASE OF THE COTTON VALLEY FORMATION.

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					LEASE				
ST	SHELBY	LEASE NO 42.00360.0AD	LESSOR / GRANTOR HELEN SALZER SCHULTZ	DALE RESOURCES (EAST TEXAS)	<u>DATE</u> 2/26/2005	BOOK 1018	PAGE 753	ENTRY 2005-2692	DESCRIPTION  96 ACRES OF LAND, MORE OR LESS, OUT OF A 311.00 ACRE TRACT OF LAND, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-8- 1930 FROM L J CURTIN TO F P SIZER, RECORDED VOLUME 14B PAGE 93; AND BEING MORE ACCURATELY DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2- 1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464.
TV	SHELBY	42 00260 OAF	DVD FAMILY	DATE DESCRIBEES	12/22/2004	1012	739	2005-1034	ALL ANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0AE	RVD FAMILY PARTNERSHIP	DALE RESOURCES (EAST TEXAS)	12/22/2004	1012	739	2005-1034	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-274 AND THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 4-29-1932 FROM L J CURTIN TO DR. E D RICE ET AL RECORDED IN VOLUME 162 PAGE 443.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE
TX	SHELBY	42.00360.0AF	TODD MARTIN	ENCORE OPERATING, LP	8/23/2006	1062	138	2006-6429	OF THE COTTON VALLEY FORMATION.  TRACT 1: BEING 120.193 ACRES OF LAND,  MORE OR LESS, SOMETIMES CALLED 110  ACRES, LOCATED IN THE JAMES HOOPER  SURVEY, A-275, THE J. HINTON SURVEY, A-289,  AND THE R. HOOPER SURVEY, A-356, SHELBY  COUNTY, TEXAS, AND BEING THE SAME LAND  DESCRIBED IN A MINERAL DEED DATED MAY  26, 1926 FROM L. J. CURTIN TO R. R. EDSON  AND H. D. MCDONALD, WHICH MINERAL DEED  IS RECORDED IN VOLUME 131, PAGE 290 OF  THE DEED RECORDS OF SHELBY COUNTY,  TEXAS.  ALL LANDS DESCRIBED ABOVE AS TRACT 1  ARE BEING CONVEYED INSOFAR AND ONLY  INSOFAR AS TO ALL INTERVALS, FORMATIONS,  STRATA AND DEPTHS LOCATED ABOVE THE  STRATIGRAPHIC EQUIVALENT OF 10,120 FEET  AS SEEN IN THE GAMMA RAY-ARRAY  INDUCTION LOG OF THE C.W. RESOURCES,  INC ADAMS GU #1 WELL (API #42-419-31150),  W. REYNOLDS SURVEY, ABSTRACT 600,  SHELBY COUNTY, TEXAS, IT BEING THE  INTENT OF GRANTOR TO RESERVE ALL  RIGHTS LYING BELOW THE STRATIGRAPHIC  EQUIVALENT OF THE BASE OF THE TRAVIS  PEAK FORMATION.  TRACT 2: BEING 96 ACRES OF LAND, MORE OR  LESS, LOCATED IN THE JAMES HOOPER  SURVEY, A-275, SHELBY COUNTY, TEXAS, AND  BEING THE SAME LAND DESCRIBED AS THE  FIRST TRACT IN A WARRANTY DEED DATED  NOVEMBER 2, 1945 FROM F. PATTERSON AND  WIFE, ETTA PATTERSON, TO NOAH WILBURN  AND FRANK WILBURN, WHICH WARRANTY  DEED IS RECORDED IN VOLUME 254, PAGE 464  OF THE DEED RECORDS OF SHELBY COUNTY,  TEXAS.  ALL LANDS DESCRIBED ABOVE AS TRACT 2  ARE BEING CONVEYED INSOFAR AND ONLY  INSOFAR AS TO THOSE DEPTHS FROM THE  SURFACE OF THE EARTH TO A SUB-SURFACE  DEPTH OF ONE HUNDRED FEET (100") BELOW  THE STRATIGRAPHIC EQUIVALENT OF THE  SURFACE OF THE EARTH TO A SUB-SURFACE  DEPTH OF ONE HUNDRED FEET (100") THE  SURFACE OF THE EARTH TO A SUB-SURFACE  DEPTH OF ONE HUNDRED FEET (100") THE  SURFACE OF THE EARTH TO A SUB-SURFACE  DEPTH OF ONE HUNDRED FEET (100") BELOW  THE STRATIGRAPHIC EQUIVALENT OF THE  STRATIGRAPHIC EQUIVALENT OF THE  SURVEY, A-274, SHELBY COUNTY, TEXAS.  ALL LANDS DESCRIBED ABOVE AS TRACT 3  ARE BEING CONVEYED INSOFAR AND ONLY  INSOFAR AS TO THOSE

TX	SHELBY	42.00360.0AK	ALBERT D BANTA TR	ENCORE OPERATING,	11/17/2006	1070	553	2007-46	INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION. BEING 120.193 ACRES OF LAND, MORE OR
			U/W	LP					LESS, SOMETIMES CALLED 110 ACRES, LOCATED IN THE JAMES HOOPER SURVEY, A- 275, J. HINTON SURVEY, A-289, AND THE R. HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED MAY 26, 1926 FROM L. J. CURTIN TO R. R. EDSON AND H. D. MCDONALD, WHICH MINERAL DEED IS RECORDED IN VOLUME 131, PAGE 290 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #! WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.0AL	ARCADIA CHURCH OF CHRIST	ENCORE OPERATING, LP	11/16/2006	1070	834	2007-140	BEING 2.01 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-16-1937 FROM H B POWDRILL ET UX TO ARCADIA CHURCH OF CHRIST RECORDED IN VOL 491 PAGE 660.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC
TX	SHELBY	42.00360.0AM	NORMAN A ROSS ET UX	ENCORE OPERATING, LP	3/19/2007	1080	541	2007-2795	EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26- 1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF
TX	SHELBY	42.00360.0AN	JANET ROSS HOPKINS	ENCORE OPERATING,	3/19/2007			2007003211	ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION. 79 ACRES OF LAND, MORE OR LESS, LOCATED
				LP	5.25.207				IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
				Page 5	57 of 128 Pa	ges			

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ST TX	COUNTY SHELBY	LEASE NO 42.00360.0AO	LESSOR / GRANTOR HONEY MEYER	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 6/1/2007	ВООК	PAGE	ENTRY 2007004930	DESCRIPTION  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURNE FT AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275,
									SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.00360.0AP	LYNDA CRAWFORD ABSHIRE	ENCORE OPERATING, LP	6/1/2007			2007004931	THE COTTON VALLEY FORMATION.  8.58 SACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-21945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275,
									SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0AQ	MICHAEL RAY MCNEIL	ENCORE OPERATING, LP	6/1/2007			2007004932	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURNE THA LERCORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS,
									LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100") BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100" BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLE FORMATION TO THE BASE OF
TX	SHELBY	42.00360.0AR	GEORGIA CLEM	ENCORE OPERATING, LP	6/1/2007			2007004933	THE COTTON VALLEY FORMATION.  8.58 SACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-21945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO

							INTENT OF GRANTOR TO I AND DEPTHS LYING 100' E STRATIGRAPHIC EQUIVAL THE COTTON VALLEY FOR
TX	SHELBY	42.00360.0AS	JUDY HANES	ENCORE OPERATING, LP	6/1/2007	2007004934	85.85 ACRES OUT OF: 96 A: OR LESS, LOCATED IN THI SURVEY A-275, SHELBY CI BEING THE SAME LAND D FIRST TRACT IN A WARRA 2-1945 FROM F F PATTERS' WILBURN ET AL RECORDI PAGE 464 LESS AND EXCE LAND, MORE OR LESS, LO HOOPER SURVEY A-275, S' TEXAS, AND BEING THE S. DESCRIBED IN A WARRAN 1968 FROM J O PATE ET UX RECORDED IN VOL 461 PA 85.85 ACRES  10.15 ACRES OF LAND, MC LOCATED IN THE J M HOO SHELBY COUNTY TEXAS, SAME LAND DESCRIBED I DEED DATED 7-23-1968 FR J M UPCHURCH RECORDE 1013.
							ALL LANDS DESCRIBED A CONVEYED INSOFAR AND TO THOSE DEPTHS FROM EARTH TO A SUB- SURFAC HUNDRED FEET (100') BEI

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J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

MORE OR LESS, DOPER SURVEY A-275, IS, AND BEING THE D IN A WARRANTY FROM J O PATE ET UX TO DED IN VOL 461 PAGE

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

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TX	COUNTY SHELBY	LEASE NO 42.00360.0AT	LESSOR / GRANTOR MARVIN MCNEIL	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 6/1/2007	ВООК	PAGE	ENTRY 2007004935	DESCRIPTION  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464  LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH PEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-39-988 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS
									TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42,00360.0AU	CAROLYN T HASKELL	ENCORE OPERATING, LP	6/1/2007			2007004936	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J DATED 7-24-1969 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTORT TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY TOTON VALLEY OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0AV	KAREN JAMESON	ENCORE OPERATING, LP	6/1/2007			2007004937	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE
TX	SHELBY	42.00360.0AW	HOLLY LATHAM	ENCORE OPERATING, LP	6/1/2007			2007004938	STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO JN UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO

							AND DEPT STRATIGE THE COTTO
TX	SHELBY	42.00360.0AX	DEBORAH BOYD	ENCORE OPERATING, LP	6/1/2007	2007004939	85.85 ACRE OR LESS, L SURVEY A- BEING THE FIRST TRA- 2-1945 FRO WILBURN I PAGE 464 L LAND, MOI HOOPER SI TEXAS, AN DESCRIBEI 1968 FROM RECORDEI 85.85 ACRE 10.15 ACRE LOCATED I SHELBY CC SAME LAN DEED DATI J M UPCHU 1013.
							ALL LAND CONVEYED TO THOSE EARTH TO HUNDRED

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J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED TO LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

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STTX	COUNTY SHELBY	LEASE NO 42.00360.0AY	LESSOR / GRANTOR MADGE SIMS	LESSEE / GRANTEE ENCORE OPERATING, LP	<u>6/1/2007</u>	воок	PAGE	ENTRY 2007004940	DESCRIPTION  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS, AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0AZ	JOHN TED BRUNER	ENCORE OPERATING, LP	6/1/2007			2007004941	88.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS
TV	CHE! DV	42,002C0 OP A	IIM THOMAS	ENCORE OPERATING,	6/15/2007			2007005240	TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BA	JIM THOMAS	ENCORE OPERALING, LP	6/15/2007			2007005248	88.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE
TV	CHELDY	42,002C0,0DD	IDA (F. LOULVIII SOV	ENCODE OPERATIVO	C/45/2007			2007205240	EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COLTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BB	JIMMIE LOU WILSON	ENCORE OPERATING, LP	6/15/2007			2007005249	88.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE IAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON BT UX TO NOAH WILBURNE T AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO

							VALLEY SAND FORMATION INTENT OF GRANTOR TO RE AND DEPTHS LYING 100' BE STRATIGRAPHIC EQUIVALE THE COTTON VALLEY FORM
TX	SHELBY	42.00360.0BC	DOLLY JO SHULTZ	ENCORE OPERATING, LP	6/1/2007	2007005250	85.85 ACRES OUT OF: 96 ACE OR LESS, LOCATED IN THE J SURVEY A-275, SHELBY COU BEING THE SAME LAND DE: FIRST TRACT IN A WARRAN 2-1945 FROM F P PATTERSON WILBURN ET AL RECORDEL PAGE 464 LESS AND EXCEPT LAND, MORE OR LESS, LOC. HOOPER SURVEY A-275, SHE TEXAS, AND BEING THE SAI DESCRIBED IN A WARRANT 1968 FROM J O PATE ET UX T RECORDED IN VOL 461 PAGI 85.85 ACRES  10.15 ACRES OF LAND, MOR LOCATED IN THE J M HOOPE SHELBY COUNTY TEXAS, AI SAME LAND DESCRIBED IN DEED DATED 7-23-1968 FROM J M UPCHURCH RECORDED 1013.  ALL LANDS DESCRIBED ABG

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOLUMC HEAD AND A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ORE OR LESS, OPER SURVEY A-275, , AND BEING THE IN A WARRANTY ROM J O PATE ET UX TO ED IN VOL 461 PAGE

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

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TX	COUNTY SHELBY	LEASE NO 42.00360.0BD	LESSOR / GRANTOR JAN WOOD	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE <u>DATE</u> 6/15/2007	ВООК	<u>PAGE</u>	ENTRY 2007005251	DESCRIPTION  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275,
									SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE STRATIGRAPHIC EQUIVALENT OF THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BE	SUSAN LANGFORD	ENCORE OPERATING, LP	6/1/2007			2007005252	88.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE
TX	SHELBY	42.00360.0BF	REBLE THOMAS JR	ENCORE OPERATING,	6/15/2007			2007006113	SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM JO PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION. 85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE
				LP					OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275,
									SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY SAND TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BG	SUZANNE HOLLANDSWORTH	ENCORE OPERATING, LP	6/15/2007			2007005590	88.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO

THOMAS EARL JOHNSON ENCORE OPERATING, LP TX SHELBY 42.00360.0BH 6/15/2007 2007005757

J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED T-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

					LEASE				
ST	COUNTY SHELBY	LEASE NO 42.00360.0BI	LESSOR / GRANTOR JOHN THOMAS	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 6/15/2007	ВООК	PAGE	ENTRY 2007006112	DESCRIPTION  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11- 2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23- 1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
тх	SHELBY	42.00360.0BJ	FRANK SCHUSTER	ENCORE OPERATING, LP	6/1/2007			2007006114	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BK	CLAUDETTE WELCH	ENCORE OPERATING, LP	6/1/2007			2007006466	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS
TV	CHELDY	42,0026,001	CUDICTA ADDEV	ENCODE OPERATING	C/4/2007			2007005104	TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BL	CHRISTY ABBEY PAULEN	ENCORE OPERATING, LP	6/1/2007			2007006104	88.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURYEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURNE THAT LESCORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURYEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO

							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100") BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
x	SHELBY	42.00360.0BM	MAXINE CRAWFORD STEPHENS	ENCORE OPERATING, LP	6/1/2007	2007006110	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS ITHE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

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10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO JM UPCHURCH RECORDED IN VOL 461 PAGE 1013.

J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

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Column						LEACE				
TX SHILEY 4,500-0-1000 BANDARA PRINCAN LINCORD CREATING, 15-75-07 SHILEY 4,500-0-100 BANDARA PRINCAN LINCORD CREATING, 15-75-07 SHILEY 4,500-0-100 BANDARA PRINCAN LINCORD CREATING, 15-75-07 SHILEY 4,500-0-100 BANDARA PRINCAN LINCORD CREATING, 15-75-0-10 BANDARA PRINCAN LINCORD CREATING, 15-	TX				ENCORE OPERATING,		воок	PAGE		85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON
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ENTY INSE.    ENCORE OPERATING, 10011/2007   200700115   85.65.028.00 F 10011/2007   2										1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
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TX SHELBY 42,00360.0BQ DR WALTER GEYER JR LAND LAND LAND SECRET OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AND THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE HOUSE HOR THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE HOUSE HOR THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOOPER SURVEY A-275 AND BERING THE SAME LAND DESCRIBED AS THE JAMES HOW THE SAME LAND DESCRIBED AS THE JAMES HOW THE SAME LAND DESCRIBED AS T										TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESPENDENT BLI RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.  TX SHELBY 42.00360.0BR SUE YANKIE ENCORE OPERATING, 10/11/2007 2007009164 85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE HALLIBURTON LP 60 ALLIBURTON BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11- 2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET TAL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10, 15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN WARRANTY DEED DATED 71- 2-1945 FROM F PATTERSON ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES 10.15 ACRES OF LAND, MORE OR LESS,	TX	SHELBY	42.00360.0BQ	DR WALTER GEYER JR		8/3/2007			2007007145	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100) BELOW THE
HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE AND TEXT TEXAS, AND BEING THE AND TEXT TEXT TEXT TEXT TEXT TEXT TEXT TEX	TX	SHELBY	42.00360.0BR			10/11/2007			2007009164	VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF
										HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23- 1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES 10.15 ACRES OF LAND, MORE OR LESS,

TX	SHELBY	42.00360.0BS	ERICK RUBESCH	ENCORE OPERATING, LP	6/15/2007	2007009127

SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
85.85 ACRES OUT OT: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO JM UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

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					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.00360.0BT	LESSOR / GRANTOR DIANNA ABBEY BRADY	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 6/1/2007	воок	PAGE	ENTRY 2007009128	DESCRIPTION  85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11- 2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23- 1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB- SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BU	MARILYN CHAPPELL	ENCORE OPERATING, LP	8/3/2007			2007007141	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BV	SISTER REGINA TRICHE	ENCORE OPERATING, LP	10/2/2007			2007009129	THE CRITION VALLEY FORMARION.  79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100") BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100" BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BW	LUCILLE MARIE BRYAN	ENCORE OPERATING, LP	10/11/2007			2007009123	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100") BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BX	JILL ANNE MASON	ENCORE OPERATING, LP	11/6/2007			2007009965	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100") BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE

							STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BY	CATHLEEN GEYER	ENCORE OPERATING, LP	11/5/2007	2007009969	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0BZ	SUSAN WILKINSON	ENCORE OPERATING, LP	11/5/2007	2007009968	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS
							AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

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ST TX	COUNTY SHELBY	LEASE NO 42.00360.0CA	LESSOR / GRANTOR CAROLE DEVINE	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE <u>DATE</u> 11/5/2007	ВООК	PAGE	ENTRY 2007009966	DESCRIPTION 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26- 1926 FROM LJ CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0CB	DIANE LOUISE CONNER	ENCORE OPERATING, LP	11/5/2007			2007009967	79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE
									HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.00360.0CC	CONGREGATION OF DEVINE PRO	ENCORE OPERATING, LP	12/12/2007			2007009964	THE COTTON VALLEY FORMATION. 79 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY OUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26- 1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SUFFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
тх	SHELBY	42.00360.0CD	PELICAN VENTURES INC	ENCORE OPERATING, LP	2/13/2008			2008002243	40 ACRES OF LAND, MORE OR LESS, OUT OF THE N/2 OF THAT CERTAIN TRACT CONTAINING 80.0 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF THE RICHARD HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J O PATE, ET UX, EVILLA PATE, RECORDED IN VOL 268, PG 501, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.
									40 ACRES OF LAND, MORE OR LESS, OUT OF THE S/2 OF THAT CERTAIN TRACT CONTAINING 80,0 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF THE RICHARD HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J O PATE, ET UX, EVILLA PATE, RECORDED IN VOL 268, PG 501, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.
									85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A
									WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275.
									SHELEY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									44,04 ACRES OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286
									0.96 ACRE OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE IJAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-66-1926 FROM LJ CURTIN TOR R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286.
									ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE

							EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0CH	JOY LIVINGSTON	ENCORE OPERATING, LP	2/11/2008	2008002105	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES.  10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYNG HUY FORMATION

Page 65 of 128 Pages

ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.00360.0CI	PAMELA BOLTON	ENCORE OPERATING, LP	2/11/2008			2008002106	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES.
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0CJ	RODNEY EMMONS	ENCORE OPERATING, LP	2/11/2008			2008002107	85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES.
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1966 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.00360.0CK	LOTTIE MAE SNEED BURK	ENCORE OPERATING, LP	2/13/2008			2008002242	THE COTTON VALLEY FORMATION. 40 ACRES OF LAND, MORE OR LESS, OUT OF THE N/2 OF THAT CERTAIN TRACT CONTAINING 80.0 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF THE RICHARD HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J O PATE, ET UX, EVILLA PATE, RECORDED IN VOL 268, PC 501, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.
									40 ACRES OF LAND, MORE OR LESS, OUT OF THE S/2 OF THAT CERTAIN TRACT CONTAINING 80.0 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF THE RICHARD HOOPER SURVEY, A-356, SHELBY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J O PATE, ET UX, EVILLA PATE, RECORDED IN VOL 268, PG 501, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.
									85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-21945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES.
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS

TX SHELBY 42.00360.0CL MALCOLM H SNEED ENCORE OPERATING, 2/13/2008 2008003230

AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
35.0 AC (ESTIMATED), M/L, BEING THE N/2 OF THE 90.0 ACRES RICHARD HOOPER, BURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL. 51, PG. 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 10.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 109/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL. 775, PG. 430, OFFICIAL PUBLIC RECORDS, SHELBY COU., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN THE LATERAL BOUNDARIES OF THE N/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.

43.0 AC (ESTIMATED), M/L, BEING THE S/2 OF THE 90.0 AC RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 2.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, THE LANDS DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 09/06/193, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL 775, PG 430, OFFICIAL PUBLIC RECORDS, SHELBY CO., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN TH LATERAL BOUNDARIES OF THE S/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.

85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-21945 FROM F P PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464
LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE

44.04 ACRES OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPES SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286

0.96 ACRE OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 13 PAGE 286.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

ST	COUNTY	I FASE NO	LESSON / CDANTON	LESSEE / CDANTEE	LEASE DATE	BOOK	PACE	FNTDV	DESCRIPTION
TX	SHELBY	LEASE NO 42.00360.0CM	EESSOR / GRANTOR BILLIE JEAN SNEED APPLE	LESSEE / GRANTEE ENCORE OPERATING, LP	<u>DATE</u> 2/16/2008	BOOK	PAGE	ENTRY 2008003231	DESCRIPTION  35.0 AC (ESTIMATED), M/L, BEING THE N/2 OF THE 90.0 ACRES RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 1.0.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 09/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL 775, PG 490, OFFICIAL PUBLIC RECORDS, SHELBY COU., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN THE LATERAL BOUNDARIES OF THE N/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.
									43.0 AC (ESTIMATED), M/L, BEING THE S/2 OF THE 90.0 AC RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 2.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, THE LANDS DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 09/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLLY JEAN TAYLOR, RECORDED IN VOL 775, PG 430, OFFICIAL PUBLIC RECORDS, SHELBY CO., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN TH LATERAL BOUNDARIES OF THE S/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.
									85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES
									10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.
									44.04 ACRES OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286
									0.96 ACRE OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00360.0CN	TERRI L GERBER MIN TRUST	ENCORE OPERATING, LP	2/13/2008			2008006358	35.0 AC (ESTIMATED), M/L, BEING THE N/2 OF THE 90.0 ACRES RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 10.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 09/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL 775, PG 430, OFFICIAL PUBLIC RECORDS, SHELBY COU., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN THE LATERAL BOUNDARIES OF THE N/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.
									43.0 AC (ESTIMATED), M/L, BEING THE S/2 OF THE 90.0 AC RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 2.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, THE LANDS DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 99/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLLY JEAN TAYLOR, RECORDED IN VOL 775, PG 430, OFFICIAL PUBLIC RECORDS. SHELBY CO., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN TH LATERAL BOUNDARIES OF THE S/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.
									85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE

85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND

BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F F PATTERSON ET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275. SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES

10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23- 1968 FROM J 0 PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013

44.04 ACRES OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPES SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286

0.96 ACRE OF LAND OUT OF 45 ACRES OF LAND, MORE OF LESS, SOMETIMES CALLED 44 ACRES, LOCATED IN THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 131 PAGE 286.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

85.85 ACRES OUT OF: 96 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST TRACT IN A WARRANTY DEED DATED 11-2-1945 FROM F PATTERSON BET UX TO NOAH WILBURN ET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JM HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 11-2-1945 FROM F PATTERSON BET UX TO NOAH WILBURN BET AL RECORDED IN VOLUME 254 PAGE 464 LESS AND EXCEPT 10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE JM HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013 LEAVING 85.85 ACRES.

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10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

10.15 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 7-23-1968 FROM J O PATE ET UX TO J M UPCHURCH RECORDED IN VOL 461 PAGE 1013.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.

TX SHELBY 42.00360.0CP ROBERT A ENCORE OPERATING, 1/14/2009 2009000883
NORTHOUTT LP

ENCORE OPERATING,

1/14/2009

FRANCES MARIAN NORTHCUTT

TX

SHELBY

42.00360.0CO

					LEASE				
TX	SHELBY	LEASE NO 42.00360.0CQ	LESSOR / GRANTOR RAYMOND GILMORE	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 4/23/2009	<u>BOOK</u>	PAGE	ENTRY 2009004324	DESCRIPTION  120.1939 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, R HOOPER SURVEY A-356 AND THE J HINTON SURVEY A-289, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 110.00 ACRES IN A MINERAL DEED DATED 7-8-1935 FROM L J CURTIN TO RAYMOND GILMORE ET AL RECORDED IN VOLUME 178 PAGE 442.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEAMS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00360.0CT	PAT FINNEGAN MCGOWAN	ENCORE OPERATING, LP	11/12/2007			2010010021	72.00 AC, CALLED 79 AC, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY A-275 AND THE JAMES HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-26-1926 FROM L J CURTIN TO R R EDSON ET AL RECORDED IN VOLUME 132 PAGE 303.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.00361.00A	DELBERT WHEELER	TRIPLE J INVESTMENTS INC	2/16/2004	985	376	2004-1697	179 ACRES OF LAND, MORE OR LESS, AND BEING PART OF THE J M HOOPER SURVEY A-274, SHELBY COUNTY TEXAS, AND BEING THE SAME LAND DESCRIBED AS 5 TRACT IN THE FIRST PART OF THAT CERTAIN PARTITION DEED DATED 6-18-1999 BETWEEN FONDA WHEELER BURGAY AND DELBERT WHEELER RECORDED IN VOLUME 860 PAGE 93.
									ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17- 1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									25 ACRES OF LAND, MORE OR LESS, IN THE J M HOOPER SURVEY A-274, SHELBY COUNTY, TEXAS, AND BEING THE FIFTH TRACT DESCRIBED A PARTITION DEED DATED 6-18-1999 BETWEEN FONDA WHEELER BURGAY AND DELBERT WHEELER RECORDED IN VOLUME 860 PAGE 93.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00B	MARY F GRUSH	DALE RESOURCES (EAST TEXAS)	6/8/2004	993	1	2004-3712	FIRST TRACT: 59.7 ACRES, MORE OR LESS, (FORMERLY CALLED 53.5 ACRES) LOCATED IN THE R WHEELER SURVEY A-781, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A DEED FROM E D CAMPBELL ET UX TO C C LOCKE DATED 5-26-1939 RECORDED IN VOLUME 197 PAGE 508.
									SECOND TRACT: 123.00 ACRES, MORE OR LESS, LOCATED I THE J D REDDITT SURVEY A -1148, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM R L OLIVER ET UX TO M A CHILDS DATED 3-9-1942 RECORDED IN VOLUME 218 PAGE 35.
									THIRD TRACT: 155.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.
									ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W.

TX	SHELBY	42.00361.00C	JEANNE ZOLLER NICHOLSON	DALE RESOURCES (EAST TEXAS)	6/8/2004	992	6	2004-3470

REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. FIRST TRACT: 59.7 ACRES, MORE OR LESS, (FORMERLY CALLED 53.5 ACRES) LOCATED IN THE R WHEELER SURVEY A-781, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A DEED FROM E D CAMPBELL ET UX TO C C LOCKE DATED 5-26-1939 RECORDED IN VOLUME 197 PAGE 508.

SECOND TRACT: 123.00 ACRES, MORE OR LESS, LOCATED I THE J D REDDITT SURVEY A-1148, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM R L OLIVER ET UX TO M A CHILDS DATED 3-9-1942 RECORDED IN VOLUME 218 PAGE 35.

THIRD TRACT: 155.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RICHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEACE				
ST TX	COUNTY SHELBY	<u>LEASE NO</u> 42.00361.00D	LESSOR / GRANTOR EMIL L OROSKY LIVING TRUST	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	LEASE <u>DATE</u> 6/8/2004	<u>BOOK</u> 992	PAGE 11	ENTRY 2004-3471	DESCRIPTION FIRST TRACT: 59.7 ACRES, MORE OR LESS, (FORMERLY CALLED 53.5 ACRES) LOCATED IN THE R WHEELER SURVEY A-781, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A DEED FROM E D CAMPBELL ET UX TO C C LOCKE DATED 5-26-1939 RECORDED IN VOLUME 197 PAGE 508.
									SECOND TRACT: 123.00 ACRES, MORE OR LESS, LOCATED I THE J D REDDITT SURVEY A-1148, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM R L OLIVER ET UX TO M A CHILDS DATED 3-91942 RECORDED IN VOLUME 218 PAGE 35.
									THIRD TRACT: 155.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00361.00E	JOHN H ZOLLER	DALE RESOURCES (EAST TEXAS)	6/8/2004	992	42	2004-3478	FORMATION. FIRST TRACT: 59.7 ACRES, MORE OR LESS, (FORMERLY CALLED 53.5 ACRES) LOCATED IN THE R WHEELER SURVEY A-781, SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A DEED FROM E D CAMPBELL ET UX TO C C LOCKE DATTED 5-26-1939 RECORDED IN VOLUME 197 PAGE 508.
									SECOND TRACT: 123.00 ACRES, MORE OR LESS, LOCATED I THE JD REDDITT SURVEY A-1148, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM R L OLIVER ET UX TO M A CHILDS DATED 3-9-1942 RECORDED IN VOLUME 218 PAGE 35.
									THIRD TRACT: 155.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00F	NANCY Z BIDWELL	DALE RESOURCES (EAST TEXAS)	9/7/2004	1000	197	2004-5548	154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 2-18-1926 FROM J B PEACE ET UX TO C C LOCKE RECORDED IN VOLUME 153 PAGE 622. ALSO DESCRIBED AS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE 1 M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00G	PECOS BEND ROYALTIES INC	DALE RESOURCES (EAST TEXAS)	7/12/2004	996	654	2004-4617	154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 2-18-1926 FROM J B PEACE ET UX TO C C LOCKE RECORDED IN VOLUME 153 PAGE 622. ALSO DESCRIBED AS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275,5HELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00

ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.

NAME OF THE STATE OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
TX	SHELBY	LEASE NO 42.00361.00H	LESSOR / GRANTOR WHITE STAR ENERGY INC	LESSEE / GRANTEE  DALE RESOURCES (EAST TEXAS)	DATE 7/12/2004	<u>BOOK</u> 996	PAGE 677	ENTRY 2004-4628	DESCRIPTION 154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 2-18-1926 FROM J B PEACE ET UX TO C C LOCKE RECORDED IN VOLUME 153 PAGE 622.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND,
									MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00J	OXY USA INC	DALE RESOURCES (EAST TEXAS)	7/13/2004	996	650	2004-4616	154.00 ACRES BEING THREE TRACTS DESCRIBED IN MINERAL DEED DATED 5-1-1970 EDSON PETROLEUM COMPANYTO CITIES SERVICE OIL COMPANY RECORDED IN BOOK 470 PAGE 759, SHELBY COUNTY, TEXAS; AND BEING THE SAME 154 ACRES DESCRIBED IN MINERAL DEED DATED 4-3-1942 H A BAKER TO EDSON PETROLEUM COMPANY RECORDED IN VOLUME 219 PAGE 442.
									ALSO DESCRIBED AS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00K	PANSAM TRUST	DALE RESOURCES (EAST TEXAS)	8/9/2004	997	984	2004-4943	77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00L	WALTER DUNCAN INC	DALE RESOURCES (EAST TEXAS)	7/26/2004	996	683	2004-4630	154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 2-18-1926 FROM J B PEACE ET UX TO C C LOCKE RECORDED IN VOLUME 153 PAGE 662.
									LIMITED AS TO ACREAGE WITHIN THE NOBLES UNIT.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATTA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL

			(API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX SHELBY 42.00361.00M CATHERINE ZC JAMISON	OLLER DALE RESOURCES 7/21/2004 (EAST TEXAS)	4 1010 509 2005-429	154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 2-18-1926 FROM J B PEACE ET UX TO C C LOCKE RECORDED IN VOLUME 153 PAGE 622.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY- ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #! WELL

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHEL BY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	COUNTY SHELBY	LEASE NO 42.00361.00N	LESSOR / GRANTOR SUSAN ZOLLER HUNTER	DALE RESOURCES (EAST TEXAS)	LEASE DATE 7/12/2004	<u>BOOK</u> 996	PAGE 680	ENTRY 2004-4629	DESCRIPTION  154.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT
TX	SHELBY	42.00361.00O	MARK ZOLLER	DALE RESOURCES (EAST TEXAS)	7/12/2004	996	657	2004-4618	BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 154.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY,
ΤX	SHELBY	42.00361.00P	QUADRILLE LTD	DALE RESOURCES	6/6/2004	992	31	2004-3477	TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE FT UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOCRAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
				(EAST TEXAS)					M HOOPER SÚRVEY A-275, SHÉLBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5-24-1951 FROM W C WINDSOR AS TRUSTEE TO COY GATHRIGHT RECORDED IN VOLUME 316 PAGE 402.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOCRAR AND ONLY INSOCRAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTERT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

TX SHELBY 42.00361.00Q FRANKLIN D MOORE DALE RESOURCES 6/2/2004 992 28 2004-3476 (EAST TEXAS)

154.00 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.

ALSO DESCRIBED AS:

77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.

73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

					LEASE				
ST TX	<u>COUNTY</u> SHELBY	LEASE NO 42.00361.00R	ROBERT E MOORE	LESSEE / GRANTEE DALE RESOURCES (EAST TEXAS)	DATE 6/2/2004	<u>BOOK</u> 992	<u>PAGE</u> 22	ENTRY 2004-3474	DESCRIPTION  15400 ACRES, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED FROM J B PACE ET UX TO C C LOCKE DATED 2-18-1926 RECORDED IN VOLUME 153 PAGE 622.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYKING BELOW THE STRATIGRAPHIC
TX	SHELBY	42.00361.00S	JANE TURNER SHEPPARD	DALE RESOURCES (EAST TEXAS)	7/30/2004	999	56	2004-5251	EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  144.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 1-15-1941 FROM C LOCKE TO M L STEPHENS, RECORDED IN VOLUME 208, PAGE 516; AND ALSO DESCRIBED IN A MINERAL DEED DATED M-13-1941 FROM M L STEPHENS TO M M TURNER
									RECORDED IN VOLUME 208 PAGE 518.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED
									IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATIA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00T	JEAN W QUINNETT	DALE RESOURCES (EAST TEXAS)	1/25/2005	1012	736	2005-1033	ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 154 ACRES (RESURVEYED 151.499 ACRES) MORE OR LESS, LOCATED IN THE J.M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN MINERAL DEED DATED JUNE 12, 1941 FROM C.C. LOCKE TO W.T. WALSH RECORDED IN VOLUME 210, PAGE 593 DEED RECORDS OF SHELBY COUNTY TX.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.00361.00U	JEAN GATHRIGHT HOLMAN	ENCORE OPERATING, LP	10/5/2006	1062	123	2006-6424	FORMATION. 154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED DATED 5- 24-1951 FROM W C WINDSOR AS TRUSTEE OF THE W C WINDSOR TRUST#1 TO COY GATHRIGHT RECORDED IN VOLUME 316 PAGE 402.  ALSO DESCRIBED AS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00

ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.

NAME OF THE STATE OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEACE				
ST TX	COUNTY SHELBY	LEASE NO 42.00361.00V	LESSOR / GRANTOR SARAH ZOLLER BROWN	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE DATE 6/27/2006	BOOK 1062	<u>PAGE</u> 126	ENTRY 2006-6425	DESCRIPTION  BEING 154.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A MINERAL DEED FROM J B PEACE ET UX TO C C LOCKE DATED 2-18-26 RECORDED IN VOL 153 PAGE 622 SHELBY CO TX.  ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944
									FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00W	PATRICIA WALSH CELLAMARE	WILSON OIL & GAS INC	12/14/2004	1010	819	2005-517	FORMATION. 154.0 ACRES OF LAND, MORE OR LESS, BEING A PART OF THE J.M. HOOPER H. R. SURVEY BEING ALL OF THE LAND DESCRIBED IN THAT MINERAL DEED DATED JUNE 12, 1941 FROM C. C. LOCKE AND WIFE, MRS. C. C. LOCKE TO W. T. WALSH AND RECORDED IN VOLUME 210, PAGE 593 OF THE DEED RECORDS OF SHELBY COUNTY, TEXAS.
									ALSO DESCRIBED AS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00X	CHRISTOPHER WALSH MANHEIM	WILSON OIL & GAS INC	12/14/2004	1009	94	2005-44	1540 ACRES OF LAND, MORE OR LESS, BEING A PART OF THE J. M. HOOPER H. R. SURVEY BEING ALL OF THE LAND DESCRIBED IN THAT MINERAL DEED DATED JUNE 12, 1941 FROM C. C. LOCKE AND WIFE, MRS. C. C. LOCKE TO W. T. WALSH AND RECORDED IN VOLUME 210, PAGE 593 OF THE DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALSO DESCRIBED AS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT

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ST TX	COUNTY SHELBY	LEASE NO 42.00361.00Y	LESSOR / GRANTOR KATHLEEN WALSH MCINTOSH	LESSEE / GRANTEE WILSON OIL & GAS INC	LEASE DATE 12/14/2004	BOOK 1008	<b>PAGE</b> 829	ENTRY 2004-7567	DESCRIPTION 154.0 ACRES OF LAND, MORE OR LESS, BEING A PART OF THE J. M. HOOPER H.R. SURVEY BEING ALL OF THE LAND DESCRIBED IN THAT MINERAL DEED DATED JUNE 12, 1941 FROM C. C. LOCKE AND WIFE, MRS. C. C. LOCKE TO W.
									T. WALSH AND RECORDED IN VOLUME 210, PAGE 593 OF THE DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU # IW WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.00Z	MARY F GRUSH	ENCORE OPERATING, LP	6/8/2007			2007007461	73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17- 1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.0AA	JEANNE ZOLLER NICHOLSON	ENCORE OPERATING, LP	6/8/2007			2007007460	73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17- 1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.0AB	EMIL L OROSKY LIVING TR	ENCORE OPERATING, LP	6/8/2007			2007007462	73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE DAS FOR THE TRAVIS
TX	SHELBY	42.00361.0AC	JOHN H ZOLLER	ENCORE OPERATING, LP	6/6/2007			2007007463	EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY,

A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, LP, NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17- 1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.00361.0AD	WALTER DUNCAN INC	ENCORE OPERATING, LP	7/26/2007			2007008257	86.101 ACRES WHICH ARE EXCLUDED FROM THE NOBLES GAS UNIT TRACT 8 AND ARE A PART OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  ALSO DESCRIBED AS:  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #1 WELL (API #24-419-31150), W. REPYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE
									STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.0AE	PANSAM TRUST	ENCORE OPERATING, LP	8/11/2008			2008009076	86.101 ACRES WHICH ARE EXCLUDED FROM THE NOBLES GAS UNIT TRACT 8 AND ARE A PART OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A - 275. SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.  ALSO DESCRIBED AS:  73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A - 275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.0AF	JANE & PERRY SPENCE FAM TR	ENCORE OPERATING, LP	12/1/2008			2008012748	164.0 ACRES OF LAND, MORE OR LESS, BEING A PART OF THE J.M. HOOPER SURVEY, A-275, SHELBY CO, TX.
									ALSO DESCRIBED AS:  77.899 ACRES INCLUDED IN THE NOBLES GAS
									UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
TV	CHAN EV	42,00005,04.7	MCIVITY III	ENCODE CONT.	242525			2000001277	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHE BLY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00361.0AG	MICHAEL W HARRISON	ENCORE OPERATING, LP	2/10/2009			2009001873	164.00 ACRES, ALSO DESCRIBED AS FOLLOWS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND

73.60 (RE-SURVEYED) ACRES OF LAND

LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	COUNTY SHELBY	LEASE NO 42.00361.0AH	LESSOR / GRANTOR JOHN M HARRISON III	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE DATE 8/15/2009	BOOK_	PAGE	ENTRY 2009007970	DESCRIPTION 164.00 ACRES, ALSO DESCRIBED AS FOLLOWS:
									77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
TX	SHELBY	42.00361.0AI	BARBARA LANG	ENCORE OPERATING,	9/21/2009			2009009102	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHE LBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
			TRUST	LP					FOLLOWS:  77.899 ACRES INCLUDED IN THE NOBLES GAS UNIT TRACT 8 OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									73.60 (RE-SURVEYED) ACRES OF LAND LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED 3-17-1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00362.000	SHARON ANN BURGAY	DALE RESOURCES (EAST TEXAS)	5/27/2004	997	292	2004-4778	PEAK FORMATION.  85.6 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J M HOOPER SURVEY A- 275, SHELBY COUNTY, TEXAS, DESCRIBED AS THE FIRST TRACT AND THE SECOND TRACT IN THE DEED FROM FONDA WHEELER BURGAY TO SHARON ANN BURGAY DATED 4-18-2004 RECORDED IN VOLUME 988 PAGE 437.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00363.000	R G PEACE ET AL	DALE RESOURCES (EAST TEXAS)	6/5/2004	992	52	2004-3481	PEAK FORMATION. 50 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A- 275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED 8-14-1909 FROM B WHEELER TO J W PEACE RECORDED IN VOLUME 126 PAGE 612.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHE LBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00688.00A	JOY COVINGTON LIVINGSTON	ENCORE OPERATING, LP	3/6/2009			2009001950	PEAK FORMATION. 5.36 ACRES OF LAND LOCATED IN THE W. C. ALVICE SURVEY, A-20, SHELBY COUNTY, TEXAS, BEING ALL OF A 6CALLED 3-1/2

TX	SHELBY	42.00688.00B	BART M HUGHES	ENCORE OPERATING, LP	3/6/2009	2009001951

ACRE TRACTO REFERRED TO AS THE THIRD TRACT IN THAT CERTAIN PARTITION DEED DATED NOVEMBER 9, 1993 BETWEEN JOY COVINGTON, BART M. HUGHES, BARRY V. HUGHES AND ODIS BRENT HUGHES, RECORDED IN VOLUME 760, PAGE 650, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #22-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
5.36 ACRES OF LAND LOCATED IN THE W. C. ALVICE SURVEY, A-20, SHELBY COUNTY, TEXAS, BEING ALL OF A 6CALLED 3-1/2 ACRE TRACT6 REFERRED TO AS THE THIRD TRACT IN THAT CERTAIN PARTITION DEED DATED NOVEMBER 9, 1993 BETWEEN JOY COVINGTON, BART M. HUGHES, BARRY V. HUGHES AND ODIS BERNT HUGHES, RECORDED IN VOLUME 760, PAGE 650, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.

ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPITHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. PEAK FORMATION.

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TX	COUNTY SHELBY	42.00688.00C	CODIS BRENT HUGHES	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 3/6/2009	BOOK	PAGE	ENTRY 2009001952	DESCRIPTION  5.36 ACRES OF LAND LOCATED IN THE W. C. ALVICE SURVEY, A-20, SHELBY COUNTY, TEXAS, BEING ALL OF A ôCALLED 3-1/2 ACRE TRACTÔ REFERRED TO AS THE THIRD TRACT IN THAT CERTAIN PARTITION DEED DATED NOVEMBER 9, 1993 BETWEEN JOY COVINGTON, BART M. HUGHES, BARRY V. HUGHES AND ODIS BRENT HUGHES, RECORDED IN VOLUME 760, PAGE 650, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #I WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE STRATIGRAPHIC
TX	SHELBY	42.00688.00D	BARRY V HUGHES	ENCORE OPERATING, LP	3/6/2009			2009001953	PEAK FORMATION. 5.36 ACRES OF LAND LOCATED IN THE W. C. ALVICE SURVEY, A-20, SHELBY COUNTY, TEXAS, BEING ALL OF A 6CALLED 3-1/2 ACRE TRACTO REFERRED TO AS THE THIRD TRACT IN THAT CERTAIN PARTITION DEED DATED NOVEMBER 9, 1993 BETWEEN JOY COVINGTON, BART M. HUGHES, BARRY V. HUGHES AND ODIS BRENT HUGHES, RECORDED IN VOLUME 760, PAGE 650, REAL PROPERTY RECORDS, SHELBY COUNTY, TEXAS.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #1 WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00690.00A	DAMON GREGORY GRANT	ENCORE OPERATING, LP	3/10/2009			2009003616	PEAK FORMATION.  0.90 AC, ML, (RE-SURVEYED AS 1.24 AC, ML) BEING 1.0 AC, M/L, IN THE DANIEL HOPKINS SURV, A-302, & BEING THE SAME LAND DESCRIBED IN DEED DTO 10/03/1977 FROM MISSIONARY BAPTIST CHURCH OF ARCADIA TO MARQUETTE EMANIS, RECORDED IN VOL 530, PG 247, DEED RECORDS OF SHELBY CO, TX. LESS & EXCEPT: 0.10 OF AN ACRE DESCRIBED IN DEED DTO 16/20/1985 FROM MARQUETTE EMANIS TO RUBEN SMITH ET UX, EVELYN SMITH, RECORDED IN VOL 654, PG 357 OF THE DEED RECORDS OF SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.00690.00B	KERRY GRANT GREER	ENCORE OPERATING, LP	3/10/2009			2009003933	PEAK FORMATION.  0.90 AC, ML, (RE-SURVEYED AS 1.24 AC, M/L) BEING 1.0 AC, M/L, IN THE DANIEL HOPKINS SURV, A-302, & BEING THE SAME LAND DESCRIBED IN DEED DTD 01/03/1977 FROM MISSIONARY BAPTIST CHURCH OF ARCADIA TO MARQUETTE EMANIS, RECORDED IN VOL 530, PG 247, DEED RECORDS OF SHELBY CO, TX. LESS & EXCEPT: 0.10 OF AN ACRE DESCRIBED IN DEED DTD 06/20/1985 FROM MARQUETTE EMANIS TO RUBEN SMITH ET UX, EVELIYN SMITH, RECORDED IN VOL 654, PG 357 OF THE DEED RECORDS OF SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00698.000	RUBEN SMITH	ENCORE OPERATING, LP	7/30/2009			2009007097	PEAK FORMATION.  0.10 AC, MT., BEING PART OF THE DANIEL HOPKINS SURV, A-302, SHELBY CO, TX, & BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DTI DÓG/20/1985 FROM MARQUETTE EMANIS TO RUBEN SMITH ET UX, EVELYN SMITH, RECORDED IN VOL 654, PG 357, DEED RECORDS OF SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE

							INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00699.000	SUZANNE SARGENT BROWN	ENCORE OPERATING, LP	8/11/2009	2009007174	0.75 AC, M/L, BEING PART OF THE DANIEL HOPKINS SURV, A-302, SHELBY CO, TX, & BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DTD 10/26/1938 FROM J.A. GUNNELS ET UX, MATTIE GUNNELS TO EZRA WHEELER, RECORDED IN VOL 194, PG 374, DEED RECORDS OF SHELBY CO, TX.
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.00700.000	THE NEWBURN MASONIC LODGE # 97	ENCORE OPERATING, LP	8/11/2009	2009007173	0.47 AC, CALLED 1.0 AC, M/L, BEING PART OF THE DANIEL HOPKINS SURV, A-32, SHELBY CO, TX, & BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DTD 04/12/1983 FROM THE TIMPSON INDEPENDENT SCHOOL DISTRICT TO NEWBURN MASONIC LODGE NO. 97, RECORDED IN VOI. 621, PG 196, DEED RECORDS OF SHELBY CO, TX.
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	SHELBY	LEASE NO 42.00701.000	LESSOR / GRANTOR GREG GRANT	LESSEE / GRANTEE ENCORE OPERATING, LP	<u>8/20/2009</u>	воок	PAGE	ENTRY 2009007313	DESCRIPTION  0.35 OF AN AC, M/L, BEING PART OF THE DANIEL HOPKINS SURVEY, A-302, SHELBY CO, TX, & BEING THE SAME LAND DESCRIBED AS 0.230 AC IN THAT CERTAIN DEED DATED 11/25/1987 FROM HASKELL WILLIAMS TO D.G. GRANT, RECORDED IN VOL 682, PG 169 OF THE DEED RECORDS OF SHELBY CO, TX. FOUND BY RE-SURVEY TO CONTAIN 0.35 OF AN AC.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.00A	JOY LIVINGSTON	ENCORE OPERATING, LP	6/23/2006	1062	72	2006-6414	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE
									STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419- 31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.00B	HAROLD GENE WALKER	ENCORE OPERATING, LP	6/23/2006	1062	108	2006-6421	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIAN B URGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU HI WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.00C	BETTY DIANE WALKER JOHNSON	ENCORE OPERATING, LP	6/23/2006	1062	82	2006-6416	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC
TX	SHELBY	42.01048.00D	BARRY V HUGHES	ENCORE OPERATING, LP	6/23/2006	1062	92	2006-6418	EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC

									EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.00E	BART M HUGHES	ENCORE OPERATING, LP	6/23/2006	1062	113	2006-6422	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #2.419–31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.00F	ODIS BRENT HUGHES	ENCORE OPERATING, LP	6/23/2006	1062	118	2006-6423	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
ST	COUNTY SHELBY	LEASE NO 42.01048.00G	LESSOR / GRANTOR JOY WAYNE MARTIN PITCHFORD	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 6/23/2006	BOOK 1062	<u>PAGE</u> 97	ENTRY 2006-6419	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE
TX	SHELBY	42.01048.00H	BOBBY RAY WALKER JR	ENCORE OPERATING, LP	6/23/2006	1062	102	2006-6420	ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
TX	SHELBY	42.01048.00I	KAREN JOYCE	ENCORE OPERATING,	6/23/2006	1062	77	2006-6415	CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
			WALKER	LP					65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.00J	MARY V WALKER	ENCORE OPERATING, LP	6/23/2006	1062	87	2006-6417	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHIS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC
TX	SHELBY	42.01048.00K	CYNTHIA CHILDS LOWE	ENCORE OPERATING, LP	11/20/2006	1070	382	2006-8013	EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMM ARY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION
TX	SHELBY	42.01048.00L	DONNA J CHILDS	ENCORE OPERATING, LP	11/20/2006	1070	379	2006-8012	FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  TX SHELBY 42.01048.00R MICHAEL HOYGT ENCORE OPERATING, 11/28/2006 1070 377 2006-8011 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE WC ALVICE SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS, LOUISIANA BURGAY TO MRS, KATTE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONNEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RICHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK									216.
WALKER  LP  65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A -320, AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS, LOUISLANA BURGAY TO MRS, KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – A DATE, IT WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SEEN YELD YOUNTY, STRAYS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK	TX	SHELBY	42.01048.00R		11/28/2006	1070	377	2006-8011	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT
FORMATION.									ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01048.00T	LESSOR / GRANTOR AMBER MOODY SISTRUNK	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 11/20/2006	BOOK 1070	PAGE 385	ENTRY 2006-8014	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.01048.00U	GEORGIA TRAVIS SAVOIE	ENCORE OPERATING, LP	11/29/2006	1069	400	2006-7764	FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WEILL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.01048.00V	DORIS BANKS TURNER	ENCORE OPERATING, LP	12/6/2006	1072	261	2007-502	FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED  65 ACRES, MORE OR LESS, BEING 35 ACRES IN  THE DANIEL HOPKINS SURVEY A-302 AND 30  ACRES IN THE W C ALVICE SURVEY A-20,  SHELBY COUNTY, TEXAS, AROUND AND NEAR  ARCADIA, AND BEING THAT CERTAIN LAND  DESCRIBED IN WARRANTY DEED DATED 05-04-  1936 FROM MRS, LOUISIANA BURGAY TO MRS,  KATIE CHILDS ET AL RECORDED VOL 179 PAGE  216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
тх	SHELBY	42.01048.00W	EVELYN BANKS JOHNSON	ENCORE OPERATING, LP	12/6/2006	1072	258	2007-501	FORMATION. 48,60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILLDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.01048.00Y	JOHN HALE	ENCORE OPERATING, LP	11/29/2006	1072	267	2007-504	FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED  65 ACRES, MORE OR LESS, BEING 35 ACRES IN  THE DANIEL HOPKINS SURVEY A-302 AND 30  ACRES IN THE WC ALVICE SURVEY A-20,  SHELBY COUNTY, TEXAS, AROUND AND NEAR  ARCADIA, AND BEING THAT CERTAIN LAND  DESCRIBED IN WARRANTY DEED DATED 05-04-  1936 FROM MRS. LOUISIANA BURGAY TO MRS.  KATIE CHILDS ET AL RECORDED VOL 179 PAGE  216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK
TX	SHELBY	42.01048.00Z	MAXINE HALE BAILEY	ENCORE OPERATING, LP	12/7/2006	1072	264	2007-503	FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

									210.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.0AA	CHRISTINE MOODY BROWN	ENCORE OPERATING, LP	12/6/2006	1070	818	2007-134	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

					LEASE				
ST	COUNTY SHELBY	LEASE NO 42.01048.0AB	LESSOR / GRANTOR PATRICIA HALE HAYS	LESSEE / GRANTEE ENCORE OPERATING, LP	<u>DATE</u> 4/24/2007	BOOK	PAGE	ENTRY 2007005189	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL
TX	SHELBY	42.01048.0AC	NATHAN KEITH SIMPSON	ENCORE OPERATING, LP	3/6/2007	1079	352	20072464	RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W. ALVICE SURVEY A-702, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
тх	SHELBY	42.01048.0AF	MARGARET MOODY LITTLETON	ENCORE OPERATING, LP	1/5/2007	1072	549	2007-578	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
тх	SHELBY	42.01048.0AG	BARBARA MOODY WILLIAMS	ENCORE OPERATING, LP	1/5/2007	1074	112	2007-1033	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.01048.0AI	TERESA ANN SIMPSON OLDAKER	ENCORE OPERATING, LP	1/4/2007	1079	349	2007-2463	PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.0AJ	ROBERT OSCAR	ENCORE OPERATING,	1/4/2007	1079	342	2007-2460	48.60 AC (RE-SURVEYED), ORIGINALLY

SIMPSON LP

LABECKA ETHRIDGE

BRYAN

ENCORE OPERATING.

TX

SHELBY

42.01048.0AK

CALLED 65 ACRES, MORE OR LESS, BEING 35 CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

PAGE 216.

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48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20. SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2007004909

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REVNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. PEAK FORMATION.

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1/12/2007

					LEASE				
ST	COUNTY SHELBY	LEASE NO 42.01048.0AM	LESSOR / GRANTOR BARBARA FLORI LACARTER	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 1/11/2007	BOOK 1077	<u>PAGE</u> 263	ENTRY 2007-1924	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #22-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTERT OF GRANTOR TO RESERVE ALL
TX	SHELBY	42.01048.0AO	MARGARET CARLETON ASKINS	ENCORE OPERATING, LP	1/17/2007			207-2255	RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #! WELL (API #22-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
тх	SHELBY	42.01048.0AQ	LEON KERR	ENCORE OPERATING, LP	1/17/2007	1072	713	2007-627	A8.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.01048.0AS	BERTHA CARLTON	ENCORE OPERATING, LP	1/17/2007	1076	423	2007-1636	PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS
TX	SHELBY	42.01048.0AT	DETTIE CARLETON BLAKE	ENCORE OPERATING, LP	1/22/2007	1074	115	2007-1034	PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A- 20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.0AU	BILLY HAMTON	ENCORE OPERATING,	1/19/2007	1076	420	2007-1635	48.60 AC (RE-SURVEYED), ORIGINALLY

MCCREIGHT

JUDITH LANDRETH MCCREIGHT

TX

SHELBY

42.01048.0AV

LP

ENCORE OPERATING, LP

CALLED 65 ACRES, MORE OR LESS, BEING 35 CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

PAGE 216.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTIOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20. SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2007003368

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REVNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. PEAK FORMATION.

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1/19/2007

					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01048.0AW	LESSOR / GRANTOR RAYMOND R MCCREIGHT JR	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 1/19/2007	ВООК	PAGE	ENTRY 2008000059	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND
TX	SHELBY	42.01048.0AX	JEFFREY HAMPTON	ENCORE OPERATING.	1/19/2007			2007003370	DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED
	5.1225		MCCREIGHT	LP	1.0200			200,000,0	65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
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TX	SHELBY	42.01048.0AY	JOHN MICHAEL MCCREIGHT	ENCORE OPERATING, LP	1/19/2007			2007003371	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIAN B URGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GUJ #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0AZ	JULIE MCCREIGHT ARRIAGA	ENCORE OPERATING, LP	1/19/2007			2007003369	THE TRAVIS PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS, LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALLENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTERN TO FGRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE
TX	SHELBY	42.01048.0BA	ERNEST MOODY	ENCORE OPERATING, LP	1/22/2008			2008001609	STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
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TX	SHELBY	42.01048.0BB	SHELIA SIMPSON POWELL	ENCORE OPERATING, LP	1/22/2008			2008001824	STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPITHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API ##2-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYIS FEAK FORMATION.

48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2008011671

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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10/24/2008

ENCORE OPERATING, LP

SHELBY

TX

42.01048.0BC

BEVERLY MOODY

					LEASE				
ST TX	SHELBY	LEASE NO 42.01048.0BD	LESSOR / GRANTOR HELLENUA ETHERIDGE GRIMES	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 1/22/2008	<u>воок</u>	<u>PAGE</u>	ENTRY 2008002605	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LVING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0BE	NELLIE MAE SECORD	ENCORE OPERATING, LP	7/15/2009			2009006191	THE TRAVIS PEAK FORMATION. 65 ACRES, MORE OR LESS, (RE-SURVEYED AS 48.6 AC) BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GUT #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0BF	WOODIE ROY MARTIN	ENCORE OPERATING, LP	7/15/2009			2009006190	THE TRAVIS PEAK FORMATION. 65 ACRES, MORE OR LESS, (RESURVEYED AS 48.6 AC) BEING 35 ACRES IN THE DANIEL
									HOPKINS SURVEY A- 302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0BG	RICHARD A LEWIS	ENCORE OPERATING, LP	8/28/2009			2009007548	THE TRAVIS PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS, LOUISIANA BURGAY TO MRS, KATTE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0BH	GRADY L LEWIS	ENCORE OPERATING, LP	8/28/2009			2009007547	THE TRAVIS PEAK FORMATION. 48,60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
тх	SHELBY	42.01048.0BI	PEARL M BURGAY	ENCORE OPERATING, LP	7/17/2009			2009006508	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A -302 AND 30 ACRES IN THE W C ALVICE SURVEY A -20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS.

KATIE CHILDS ET AL RECORDED VOL 17	79 PAGE
216	

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-241-93.1150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2009006571

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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8/3/2009

ENCORE OPERATING, LP

ELZA RAY BURGAY

SHELBY

TX

42.01048.0BJ

					LEACE				
ST TX	COUNTY SHELBY	LEASE NO 42.01048.0BK	LESSOR / GRANTOR VERNEVA JO BURGAY MELTON	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE <u>DATE</u> 8/3/2009	ВООК	<u>PAGE</u>	ENTRY 2009007099	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS
									TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REVNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
тх	SHELBY	42.01048.0BL	TOMMIE J MOLANDERS	ENCORE OPERATING, LP	8/10/2009			2009006927	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYS PEAK FORMATION.
тх	SHELBY	42.01048.0BM	VELMA BURGAY ABBOTT	ENCORE OPERATING, LP	8/3/2009			2009007426	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIBLE HOPKINS SURVEY A -302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.0BN	WILLIS B WILSON	ENCORE OPERATING, LP	8/10/2009			2009006926	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYS PEAK FORMATION.
ТХ	SHELBY	42.01048.0BO	PATRICIA HALL VOS	ENCORE OPERATING, LP	7/30/2009			2009007311	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAY BE ASK OF THE TRAY OF THE PROMATION.
TX	SHELBY	42.01048.0BP	PAMELIA MORGAN ARNOLD	ENCORE OPERATING, LP	7/30/2009			2009007312	THE TRAVIS PEAK FORMATION. 48.60 AC (RE-SURVEYPED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

DESCRIBED IN WARRANTY DEED DATED 05-04-
1936 FROM MRS. LOUISIANA BURGAY TO MRS.
KATIE CHILDS ET AL RECORDED VOL 179 PAGE
216.

ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-219-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYS PEAK FORMATION.

48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2009007425

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10, 120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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8/11/2009

ENCORE OPERATING,

SHELBY

TX

42.01048.0BO

BILLIE BURGAY WOMACK

					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01048.0BR	LESSOR / GRANTOR BOBBIE BURGAY BOSTWICK	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 8/11/2009	ВООК	PAGE	ENTRY 2009007422	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS
TX	SHELBY	42.01048.0BS	CAROLINE BURGAY	ENCORE OPERATING.	8/11/2009			2009007691	TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 48,60 AC (RE-SURVEYED), ORIGINALLY CALLED
IX	SHELDI	4Z.01040.0D3	KOHLER	ENCORE OPERATING,	6/11/2009			200900/091	46.00 AC (M2-SONVE) FLD), ORRINALLI CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.0BT	JOYCE BURGAY TRUJILLO	ENCORE OPERATING, LP	8/11/2009			2009007310	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
тх	SHELBY	42.01048.0BU	SHERRY MANN FORBISH	ENCORE OPERATING, LP	11/16/2009			2009010314	THE TRAVIS PEAK FORMATION. 48,60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C-W. RESOURCES, INC. – ADAMS GUI #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0BV	LOUISE KERR KING	ENCORE OPERATING, LP	10/30/2009			2009010107	THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE
TX	SHELBY	42.01048.0BW	JOY POWDRILL BONNER	ENCORE OPERATING, LP	10/23/2009			2009009538	STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS.
KATIE CHILDS ET AL RECORDED VOL 179 PAGE
216.
ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

48,60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2009008887

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10, 120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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8/5/2009

ENCORE OPERATING, LP

LINDA SOURBOURNE WORKMAN

SHELBY

TX

42.01048.0BX

					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01048.0BY	LESSOR / GRANTOR LEE LAVON HUGHES	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 11/16/2009	ВООК	<u>PAGE</u>	ENTRY 2010000915	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND
									DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYS PEAK FORMATION.
тх	SHELBY	42.01048.0BZ	CYNTHIA DENISE ZERWAS	ENCORE OPERATING, LP	11/16/2009			2010000916	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAY'S PEAK FORMATION.
TX	SHELBY	42.01048.0CA	MELVIN CLAUDE OLIVER JR	ENCORE OPERATING, LP	11/19/2009			2009011456	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01048.0CB	JIMMY LEE BURGAY	ENCORE OPERATING, LP	7/19/2009			2009010884	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED OS ACRES IN MORE OR LESS, BEING 53 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0CC	PHILLIP LEE BURGAY	ENCORE OPERATING, LP	9/3/2009			2009010888	THE TRAVIS PEAK FORMATION. 48,60 AC RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0CD	JERRY BURGAY PLUNKETT	ENCORE OPERATING, LP	7/19/2009			2009010887	THE TRAVIS PEAK FORMATION. 48,60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302, AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

2009010889

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. - ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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11/19/2009

ENCORE OPERATING,

SHELBY

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42.01048.0CE

JO DIANE FLORE

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ST	COUNTY SHELBY	LEASE NO 42.01048.0CF	LESSOR / GRANTOR VICKIE SAURBOURNE SCHILLING	LESSEE / GRANTEE ENCORE OPERATING, LP	<u>B/11/2009</u>	ВООК	PAGE	ENTRY 2009010106	DESCRIPTION  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEFTHS LOCATED ABOVE THE STRATIGRAPHIC
TX	SHELBY	42.01048.0CG	MICHAEL LYNN	ENCORE OPERATING,	9/3/2009			2009008099	EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED
			BURGAY	LP					65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A -302 AND 30 ACRES IN THE W C ALVICE SURVEY A -20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATTE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
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TX	SHELBY	42.01048.0CH	TAMMY SAURBOURNE LAWRY	ENCORE OPERATING, LP	8/11/2009			2009009386	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIBLE HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATTE CHILDS ET AL RECORDED VOL 179 PAGE 216.  ALL LANDS DESCRIBED ABOVE ARE BEING
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TX	SHELBY	42.01048.0CI	JENNABETH POWDRILL SMYTHE	ENCORE OPERATING, LP	10/23/2009			2009009537	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0CJ	MINNIE OLA CARLETON SHARP EST	ENCORE OPERATING, LP	1/8/2010			2010008196	THE TRAVIS PEAK FORMATION. 48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04- 1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01048.0CK	SHARON CARLETON BLACK	ENCORE OPERATING, LP	11/3/2009			2010008194	THE TRAVIS PEAK FORMATION.  48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE WC ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND

DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216.

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ST	COUNTY L	EASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.01071.000	POWDRILL CEMETERY	ENCORE OPERATING, LP	1/3/2007	1070	829	2007-139	TRACT 1: BEING 1.0 ACRES OF LAND, MORE OR LESS LOCATED IN THE J.M. HOOPER SURVEY, A-275, SHEL BY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED OCTOBER 13, 1988, FROM DELBERT WHEELER AND FONDA VAE BURGAY TO H.B. POWDRILL, NEIL GRANT, HOYT PATTERSON, R.G. PEACE, OLIN OLIVER, BUCK GOLDEN, AND DREW PATTERSON, TRUSTEES OF THE POWDRILL CEMETERY OF ARCADIA COMMUNITY RECORDED IN VOLUME 692, PAGE 763 OF THE DEED OF RECORDS SHELBY COUNTY, TEXAS.
									TRACT 2: BEING 1.1 ACRES OF LAND, MORE OR LESS LOCATED IN THE J.M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED OCTOBER 17, 1984, FROM DELBERT WHEELER AND FONDA VAE BURGAY TO H.B. POWDRILL, NEIL GRANT, HOYT PATTERSON, R.G. PEACE, OLIN OLIVER, BUCK GOLDEN, AND DREW PATTERSON, TRUSTEES OF THE POWDRILL CEMETERY OF ARCADIA COMMUNITY RECORDED IN VOLUME 692, PAGE 763 OF THE DEED OF RECORDS SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01074.00A	JAMES BARHAM	ENCORE OPERATING, LP	4/30/2007			2007003810	40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.01074.00B	JENIBETH NORMAN	ENCORE OPERATING, LP	4/30/2007			2007003811	40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.01074.00C	MARY BLACKSTOCK	ENCORE OPERATING, LP	4/30/2007			2007003812	40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SUFFACE OF THE EARTH TO A SUB-SUFFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON
TX	SHELBY	42.01074.00D	ERNEST BARHAM	ENCORE OPERATING, LP	4/30/2007			2007003809	VALLEY FORMATION. 40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC

TX	SHELBY	42.01074.00E	JAMES TALLEY	ENCORE OPERATING,	4/17/2007	2007003813	EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION. 40.00 ACRES OR LAND, MORE OR LESS,	
17	SILLDI	42.010/4.00E	JAVIES TALLET	LP		2507.003013	LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.	
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATICRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.	
TX	SHELBY	42.01074.00F	SALLY JOSEPHINE KELLY	ENCORE OPERATING, LP	4/17/2007	2007003212	40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.	
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100°) BELOW THE STRATICRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100° BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BEING THE COTTON VALLEY FORMATION.	
TX	SHELBY	42.01074.00G	JOHN ALBERT YANDELL	ENCORE OPERATING, LP	4/17/2007	2007003213	40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A-274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.	
							ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.	
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					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01074.00H	LESSOR / GRANTOR ALLISON HOLTMAN	LESSEE / GRANTEE ENCORE OPERATING, LP	<u>DATE</u> 4/30/2007	воок	PAGE	ENTRY 2007004825	DESCRIPTION  40.00 ACRES OR LAND, MORE OR LESS, LOCATED IN THE JAMES HOOPER SURVEY, A- 274, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH 40 ACRES OUT OF 69.00 ACRES, IN THAT CERTAIN DEED DATED 9-10-1925 FROM L J CURTIN TO S R ADAMSON RECORDED VOL 128 PAGE 203.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE OF THE EARTH TO A SUB-SURFACE DEPTH OF ONE HUNDRED FEET (100') BELOW THE STRATIGRAPHIC EQUIVALENT OF THE COTTON VALLEY SAND FORMATION, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS AND DEPTHS LYING 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE COTTON VALLEY FORMATION.
TX	SHELBY	42.01114.00A	RUBEN SMITH	ENCORE OPERATING, LP	12/11/2007			2008000673	0.890 ACRES (RE-SURVEYED) BEING DESCRIBED AS 1.00 ACRE OF LAND, MORE OR LESS, LOCATED IN THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DATED JANUARY 22, 1972, FROM MIRT PATTERSON ET UX, BETTIE PATTERSON TO RUBEN SMITH, RECORDED IN VOL. 479, PG. 846, DEED RECORDS, SHELBY COUNTY, TEXAS.
									1.007 ACRES (RE-SURVEYED) BEING DESCRIBED AS 1.00 ACRE OF LAND, MORE OR LESS, LOCATED IN THE DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DATED JANUARY 6, 1967, FROM MIRT PATTERSON ET UX, BETTIE PATTERSON, TO RUBEN SMITH, RECORDED IN VOL. 446, PG. 114, DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00A	SUE HALLIBURTON	ENCORE OPERATING, LP	1/14/2008			2008001606	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A. 356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00B	STEVEN E DAY	ENCORE OPERATING, LP	2/9/2008			2008001608	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE
									RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O, PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REVNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

					LEASE				
ST	COUNTY SHELBY	LEASE NO 42.01171.00E	JOY LIVINGSTON	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 1/17/2008	ВООК	PAGE	ENTRY 2008000582	DESCRIPTION  35.0 AC (ESTIMATED), M/L, BEING THE N/2 OF THE 90.0 ACRES RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 10.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 109/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL 775, PG 490, OFFICIAL PUBLIC RECORDS, SHELBY COU., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN THE LATERAL BOUNDARIES OF THE N/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.  43.0 AC (ESTIMATED), M/L, BEING THE S/2 OF THE 90.0 AC RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM
									THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL. 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 2.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, THE LANDS DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 99/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL. 775, PG 490, OFFICIAL PUBLIC RECORDS, SHELBY CO., TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN TH LATERAL BOUNDARIES OF THE 52/0 ET THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.
TX	SHELBY	42.01171.00F	PAMELA BOLTON	ENCORE OPERATING,	1/17/2008			2008000579	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  74.5 (RE-SERVEYED) AC, DESCRIBED IN TWO
				LP					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O, PATE ET UX. EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING
TX	SHELBY	42.01171.00G	RODNEY EMMONS	ENCORE OPERATING, LP	1/17/2008			2008000580	CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO JO. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYS PEAK FORMATION.
TX	SHELBY	42.01171.00Н	J L EMMONS	ENCORE OPERATING, LP	1/17/2008			2008001823	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC

TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.

37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO JO, PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-214-93-1150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.01171.00I	BART M HUGHES	PALMER PETROLEUM INC	3/24/2004	987	530	2004-2286	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELEBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE SY, OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATE AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00J	BERTIS WELLS ET UX	PALMER PETROLEUM INC	3/10/2004	985	489	2004-1734	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE SZ OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00K	MARTIN PENICK ET UX	PALMER PETROLEUM INC	3/11/2004	985	495	2004-1736	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A.356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00L	CAROLYN HASKELL	PALMER PETROLEUM	3/11/2004	987	527	2004-2285	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
11	JRELĎ Ý	42.011/1.00L	CANOLIN HASKELL	INC	J/11/20U4	<i>3</i> 0/	34/	200 <del>4</del> -2283	(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									OF SECRE CURVEYED) AC LOCATED IN THE

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOD / CDANTOD	LESSEE / GRANTEE	LEASE DATE	воок	DACE	FNTDV	DESCRIPTION
TX	SHELBY	LEASE NO 42.01171.00M	JIMMIE WILSON	PALMER PETROLEUM INC	3/11/2004	987	<b>PAGE</b> 534	ENTRY 2004-2287	DESCRIPTION 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE NZ OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DID AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE \$42.05 A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO 1.0. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00N	LYNDA CRAWFORD	ENCORE OPERATING,	11/4/2008			2008012020	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTERT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			ABSHIRE	LP					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE \$5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00O	MARVIN ORVILLE	ENCORE OPERATING,	11/3/2008			2008012063	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTERN OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION, 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			MCNEIL	LP					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE \$/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O, PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00P	MICHAEL RAY	ENCORE OPERATING,	11/3/2008			2008011980	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU ## I WELL (API ##2-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTORT OR RESPEVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			MCNEIL MY	LP	-20-2000			20001100	(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. -ADAMS GU #1 WELL (API #42-413-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.01171.00Q	RONALD GENE STEPHENS	ENCORE OPERATING, LP	11/3/2008	BOOK	PAGE	2008012214	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37. 25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DID AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00R	JANIS STEPHENS	ENCORE OPERATING,	11/3/2008			2008011948	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			SHEFFIELD	LP					(2) TRACTS AS FOLLOWS: 37.25 (RE-SURVEYED) AC, LOCATED IN THE
									RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TV.	ave. nv				4442000			20001177	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHE BY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00S	SUSAN CRAWFORD LANGFORD	ENCORE OPERATING, LP	11/12/2008			2008012270	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A. 355, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOODER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00T	JAN THOMAS WOOD	ENCORE OPERATING.	11/3/2008			2008011949	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
1.0	SHELDI	**************************************	JET THOMAS WOOD	ENCORE OPERATING, LP	11312000			_000011949	74.5 (RE-SURVEYED) AC, LOCATED IN TWO (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									OF OF ONE CHINARYED) AC LOCATED TO THE

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-214-93-1150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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СТ	COLINITY	LEACE NO	LECCOD / CDANSON	LECCEL (CD 4 NUMBER	LEASE	BOOM	DACE	ENTDY	DESCRIPTION
TX	SHELBY	LEASE NO 42.01171.00U	JUDY THOMAS HANES	ENCORE OPERATING, LP	DATE 11/3/2008	воок	PAGE	ENTRY 2008012213	DESCRIPTION 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE \$7.0 PF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00V	JOHN ROBERT THOMAS ET UX	ENCORE OPERATING, LP	11/3/2008			2008012064	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RICHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
			THOWAS ET UX	LF					27. TRACTS AS FOLLOWS.  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE ZND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00W	GEORGIA THOMAS CLEM	ENCORE OPERATING, LP	11/4/2008			2008012237	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N.2 OF A CALLED 8.00 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DID AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE \$2.0 PA CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.00X	R L JOE THOMAS JR	ENCORE OPERATING,	11/4/2008			2008012269	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
14	SHEED I	Y2.011/ 1.00A	ALJOE HIGHAS JA	ENCORE OPERATING, LP	11/4/2000			2000012209	(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY
									RECORDS, SHELBY CO, TX.  37.25 (RE-SURVEYED) AC LOCATED IN THE

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-214-93-1150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.01171.00Y	DEBORAH BOYD	ENCORE OPERATING, LP	11/4/2008			2008012215	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 840. AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.00Z	JUDITH FARMER MARTIN	ENCORE OPERATING, LP	11/14/2008			2008012271	37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-355, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AA	CLAUDETTE MCKENZIE WELCH	ENCORE OPERATING, LP	11/3/2008			2008011981	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
			MUREINZIE WELCH	LP					37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
	CHILD IV				4400000			2000001754	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AB	TREVOR MARTIN	ENCORE OPERATING, LP	1/12/2009			2009001354	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE ZND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICARPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY,

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY 2009000108	DESCRIPTION 74 S (DE SUDVEYED) AC DESCRIPTO IN TWO
13	SHELBY	42.01171.0AC	STEPHEN RUBESCH	ENCORE OPERATING, LP	10/21/2008			2009000108	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AD	HEATHER KING	ENCORE OPERATING, LP	11/12/2008			2009000106	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
				LP					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DID AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AE	DIANE ABBEY BRADY	ENCORE OPERATING,	11/5/2008			2009001765	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
	SILLED	2.01/10/12		LP	113,200			2003001703	(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AF	CHRISTY ABBEY	ENCORE OPERATING,	11/5/2008			2009000107	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE CAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			PAULEN	LP					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #24-214-93-1150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01171.0AG	LESSOR / GRANTOR JIM THOMAS	LESSEE / GRANTEE ENCORE OPERATING, LP	DATE 11/3/2008	воок	PAGE	ENTRY 200812756	DESCRIPTION 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80,0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATE AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AI	BART M HUGHES ET	TEXBRIT	8/22/2007			2007006510	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
	3112221	12.0117 1.011	AL	CORPORATION	0/25/2007			2007000010	(2) TRACTS AS FOLLOWS: 37.25 (RE-SURVEYED) AC, LOCATED IN THE
									RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AND TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AJ	BETTY JANE LANGSTON	TEXBRIT CORPORATION	9/4/2007			2008000264	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AK	LUCILE MARIE BRYAN	TEXBRIT CORPORATION	9/5/2007			2008000277	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947. FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.

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ST TX	COUNTY SHELBY	LEASE NO	LESSOR / GRANTOR		LEASE				
		42.01171.0AL	MADGE SIMS	TEXBRIT CORPORATION	9/12/2007	BOOK	PAGE	ENTRY 2008000261	DESCRIPTION 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 8.00 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATEN AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AM	JOHN TED BRUNER	TEXBRIT	9/12/2007			200800263	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API ##2-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
				CORPORATION					(2) TRACTS AS FOLLOWS: 37.25 (RE-SURVEYED) AC, LOCATED IN THE
									RICHÁRD HOOPER SÚRVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 8.00 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API ##2-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AN	KAREN JAMESON	TEXBRIT CORPORATION	9/12/2007			2008000282	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AO	HONEY OVERBY	TEXBRIT CORPORATION	9/12/2007			2008000273	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.

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TA MELLY SHELTH AND MEL		DESCRIPTION	ENTRY	DACE	воок	LEASE DATE	LESSEE / GRANTEE	LESSOD / CDANTOR	I FASE NO	COUNTY	ÇT
TX SHELBY 42-01/1-048 TOWNS THAT SHELDY A 2-01/1-048 TOWNS THAT OF A 2-01-01-01-01-01-01-01-01-01-01-01-01-01-	IBED IN TWO	74.5 (RE-SURVEYED) AC, DESCRIBED		PAGE	BUUK		TEXBRIT				TX
ELECTION DECORPTION OF THE PROPERTY OF THE PRO	856, SHELBY CO, ED 80.0 AC S THE 2ND RANTY DEED RANK WILBURN TE, RECORDED	37.25 (RE-SURVEYED) AC, LOCATED I RICHARD HOOPER SURVEY, A-356, SI TX, BEING THE N/2 OF A CALLED 80, TRACT OF LAND DESCRIBED AS THE TRACT IN THAT CERTAIN WARRANT DTD AUGUST 26, 1947, FROM FRANK TO J.O. PATE ET UX, EVILLA PATE, RE IN VOLUME 269, PAGE 501, REAL PRC RECORDS, SHELBY CO, TX.									
TX SHELBY 4-2-0171-DAR PERSONAL PROPERTY STARRET STARR	856, SHELBY CO, D 80.0 AC TRACT IND TRACT IN ED DATED WILBURN TO RECORDED IN	37.25 (RE-SURVEYED) AC, LOCATED I RICHARD HOOPER SURVEY, A-356, SI TX, BEING THE S/2 OF A CALLED 80.0 OF LAND, DESCRIBED AS THE 2ND TI THAT CERTAIN WARRANTY DEED DA AUGUST 26, 1947, FROM FRANK WILL J.O. PATE ET UX, EVILLA PATE, RECO VOLUME 268, PAGE 501, REAL PROPE RECORDS, SHELBY CO, TX.									
TX SHELBY 4.81171.0AR HUMAN SARI. PENDRY  TX SHELBY 4.81171.0AR HUMAN SA	Y INSOFAR AS NNS, STRATA AND STRATIGRAPHIC SEEN IN THE ON LOG OF THE S GU #1 WELL DS SURVEY, FY, TEXAS, IT OR TO RESERVE E  OF THE BASE OF	STRATIGRAPHIC EQUIVALENT OF TH THE TRAVIS PEAK FORMATION. 74.5 (RE-SURVEYED) AC, DESCRIBED	2008000275			9/30/2007			42.01171.0AQ	SHELBY	TX
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CONVEYED INSORAR AND ONLY TO ALL INTERALS, FORMATION DEPTIS LOCATED ADDRESS INC. AD	856, SHELBY CO, D 80.0 AC TRACT IND TRACT IN ED DATED I WILBURN TO RECORDED IN	37.25 (RE-SURVEYED) AC, LOCATED I RICHARD HOOPER SURVEY, A-356, SI TX, BEING THE S/2 OF A CALLED 80.0 OF LAND, DESCRIBED AS THE 2ND THAT CERTAIN WARRANTY DEED AUGUST 26, 1947, FROM FRANK WILL J.O. PATE ET UX, EVILLA PATE, RECOVOLUME 268, PAGE 501, REAL PROPE RECORDS, SHELBY CO, TX.									
JOHNSON CORPORATION  CORPORATION  G2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCAT RICHARD HOOPER SURVEY, A-35 TX, BEING THE N2 OF A CALLED TRACT OF LAND DESCRIBED AS TO JO. PATE ET UX. PERSON TO JO. PATE ET UX. PERSON TO JO. PATE ET UX. PERSON TX. BEING THE N2 OF A CALLED TRACT OF LAND DESCRIBED AS TO JO. PATE ET UX. PERSON TO JO. PATE ET UX. PERSON TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED TX. BEING THE N2 OF A CALLED OF LAND, DESCRIBED AS THE N2 TX. BEING THE N2 OF A CALLED TY. BEING THE N2 OF A CALLED OF LAND, DESCRIBED ABOVE. CONVEYED INSOGRA AND ONLY TO ALL INTERVALS, FORMATION CW. RESOURCES, INC. — ADAMS (API #42-419-31150), W. REYNOLD ABSTRACT 600, SHELD Y COUNTED BEING THE INTENT OF GRANTOR ALL RIGHTS LYING BELOW THE TX. SHELBY 42.01171.0AS  DOLLY JO SHULTZ  TEXBRIT CORPORATION  TX. SHELBY 42.01171.0AS  TX. SHELBY 42.01171.0AS  DOLLY JO SHULTZ  TEXBRIT TY. SHELBY 42.01171.0AS  TX. SHELBY 42.01171.	Y INSOFAR AS NS, STRATA AND STRATIGRAPHIC S SEEN IN THE IN LOG OF THE S GU #1 WELL DS SURVEY, IY, TEXAS, IT DR TO RESERVE E OF THE BASE OF .	STRATIGRAPHIC EQUIVALENT OF TH THE TRAVIS PEAK FORMATION.	2008000276			9/20/2007	TEXADIT	THOMAS FARI	42.01171.0AR	SHEI BY	TX
RICHARD HOOPER SURVEY, A-35 TX, BEING THE NY OF A CALLED TRACT OF LAND DESCRIBED AS TRACT IN THAT CERTAIN WARRA DITO AUGUST 26, 1947, FROM FRAR TO JO. PATE ET UX, EVILLA PATE IN VOLUME 268, RACE 501, REAL RECORDS, SHELBY CO, TX.  37.25 (RE-SURVEYED), AC, LOCAT RICHARD HOOPER SURVEY, A-35 TX, BEING THE SY2 OF A CALLED OF LAND, DESCRIBED AS THE ZY. THAT CERTAIN WARRANTY DEEL AUGUST 26, 1947, FROM FRANK V. JO. PATE ET UX, EVILLA PATE, RI VOLUME 268, RACE 501, REAL RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED AS THE ZY. TO AUGUST 26, 1947, FROM FRANK V. JO. PATE ET UX, EVILLA PATE, RI VOLUME 268, RACE 501, REAL PR RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED AS THE ZY. TO ALL INTERVALS, FORMATION DEPTHS LOCATED ABOVE THE S' EQUIVALENT OF JOLZO FEET AS		(2) TRACTS AS FOLLOWS:	2000000270			3/30/2007			42.011/1.0AK	SHEEDI	IX
RICHARD HOOPER SURVEY, A-35 TX, BEING THE \$2 OF A CALLED OF LAND, DESCRIBED AS THE 2N THAT CERTAIN WARRANTY DEEL AUGUST 26, 1947, FROM PRANT J.O. PATE ET UX, EVILLA PATE, RI VOLUME 268, PAGE 501, REAL VOLUME 268, PAGE 501, REAL RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE, CONVEYED INSOFAR AND DOWN TO ALL INTERVALS, FORMATION DEPTH INCATED ABOVE THE ST EQUIVALENT OF 10, 102 FEET AS GAMMA RAY-ARRAY INDUCTION C.W. RESOURCES, INC. – ADADON (API #42-419-31150), W. REYNOLD ABSTRACT 600, SHELBY COUNT BEING THE INTERT OF GRANTOR ALL RIGHTS INTING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE TRAVIS PEAK FORMATION.  TX SHELBY 42.01171.0AS DOLLY JO SHULTZ TEXBRIT CORPORATION  TX SHELBY 42.01171.0AS DOLLY JO SHULTZ TEXBRIT TORPORATION  TX SHELBY 42.01171.0AS DOLLY JO SHULTZ TEXBRIT T	856, SHELBY CO, ED 80.0 AC S THE 2ND RANTY DEED RANK WILBURN TE, RECORDED	RICHÁRD HOOPER SURVEY, A-356, SI TX, BEING THE N/2 OF A CALLED 80,0 TRACT OF LAND DESCRIBED AS THE TRACT IN THAT CERTAIN WARRANT DTD AUGUST 26, 1947, FROM FRANK TO J.O, PATE ET UX, EVILLA PATE, RE IN VOLUME 268, PAGE 501, REAL PRC									
CONEVED INSOFAR AND ONLY TO ALL INTERVALS, FORMATION DEPTHS LOCATED ABOVE THE S' EQUIVALENT OF 10,120 FEET AS S GAMMA RAY-RAY INDUCTION C.W. RESOURCES, INC. – ADAMS: (API #42-419-31150), W. REYNOLD: ABSTRACT 600, SHELBY COUNTY BEING THE INTENT OF GRANTOF ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OI THE TRAVIS PACK FORMATION.  TX SHELBY 42.01171.0AS DOLLY JO SHULTZ TEXBRIT 9/12/2007 2008000271 74.5 (RE-SURVEYED) AC, DESCRII CORPORATION  TX SHELBY 42.01171.0AS DOLLY JO SHULTZ TEXBRIT 9/12/2007 2008000271 74.5 (RE-SURVEYED) AC, DESCRII CORPORATION  37.25 (RE-SURVEYED) AC, LOCATI RICHARD HOODER SURVEY, A-358	856, SHELBY CO, D 80.0 AC TRACT IND TRACT IN ED DATED WILBURN TO RECORDED IN	37.25 (RE-SURVEYED) AC, LOCATED I RICHARD HOOPER SURVEY, A-356, SI TX, BEING THE S/2 OF A CALLED 80.0 OF LAND, DESCRIBED AS THE 2ND T THAT CERTAIN WARRANTY DEED AUGUST 26, 1947, FROM FRANK WILI J.O. PATE ET UX, EVILLA PATE, RECO VOLUME 268, PAGE 501, REAL PROPE RECORDS, SHELBY CO, TX.									
CORPORATION (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATI RICHARD HOOPER SURVEY, A-35	Y INSOFAR AS NNS, STRATA AND STRATIGRAPHIC SEEN IN THE ON LOG OF THE S GU #1 WELL DS SURVEY, FY, TEXAS, IT OR TO RESERVE E	STRATIGRAPHIC EQUIVALENT OF TH THE TRAVIS PEAK FORMATION.	200000274			0/12/2007	TEVEDIT	DOLLY to constant	42 01171 PAC	CHEL DV	TV
TRACT OF LAND DESCRIBED AS' TRACT IN TR	TED IN THE 1556, SHELBY CO, ED 80.0 AC S THE 2ND RANTY DEED RANK WILBURN TE, RECORDED	(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED I RICHARD HOOPER SURVEY, A-356, SI TX, BEING THE N/2 OF A CALLED 80/ TRACT OF LAND DESCRIBED AS THE TRACT IN THAT CERTAIN WARRANT' DTD AUGUST 26, 1947, FROM FRANK TO J.O. PATE ET UX, EVILLA PATE, RE IN VOLUME 268, PAGE 501, REAL PRC	2000002/1			3/12/2007		POLET 10 SHOUL	42.011/1.UAS	SHELBY	1.4

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATICRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
ST TX	COUNTY SHELBY	LEASE NO 42.01171.0AT	LESSOR / GRANTOR ERICK C RUBESCH	LESSEE / GRANTEE TEXBRIT CORPORATION	DATE 9/12/2007	воок	PAGE	ENTRY 2008000270	DESCRIPTION 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
				Coll Gallio.					37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O, PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AU	GEORGANNE W	TEXBRIT	9/12/2007			2008000262	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			RUBSECH	CORPORATION					(2) TRACTS AS FOLLOWS: 37.25 (RE-SURVEYED) AC, LOCATED IN THE
									RICHÁRD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O, PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AV	MARY JEAN WILKIE	TEXBRIT CORPORATION	8/21/2007			2008000266	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A.356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TV	CHEVE	42.01171.0337	I AND THE STATE OF	TEVANI				20000000	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0AW	JANET J MARTIN	TEXBRIT CORPORATION	8/21/2007			2008000267	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE
									37.25 (RE-SURVETED) AC, DUCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATICRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST	COUNTY	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	воок	PAGE	ENTRY	DESCRIPTION
TX	SHELBY	42.01171.0AX	HARRY M MARTIN	TEXBRIT CORPORATION	8/16/2007			2008000265	74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS: 37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AY	TODD C MARTIN	TEXBRIT	8/21/2007			2008000268	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATIA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-#19-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION, 74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
				CORPORATION					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
TX	SHELBY	42.01171.0AZ	TIFFANY MARTIN	TEXBRIT	8/21/2007			2008000269	ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHEL BY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.  74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
			MAYS	CORPORATION					(2) TRACTS AS FOLLOWS:  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE NZ OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DITD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01171.0BA	BARBARA ELIZABETH BEERY STEEL	ENCORE OPERATING, LP	5/5/2009			2009004104	THE TRAVIS PEAK FORMATION. 37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY- ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY,

							A DOTE A CT. COO. CALEY BY COLLINSTY TREY AC. IT.
							ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01171.0BB	SEALE HUTCHESON DESCENDANTS	ENCORE OPERATING,	5/13/2009	2009004436	37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY- ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF FILE BESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
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ST TX	COUNTY SHELBY	LEASE NO 42.01171.0BC	LESSOR / GRANTOR JOSEPH A BEERY JR	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE DATE 5/13/2009	воок	PAGE	ENTRY 2009007927	DESCRIPTION  37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE NZ OF A CALLED BO.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAIT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAYS PEAK FORMATION.
TX	SHELBY	42.01171.0BD	MITCH BAKER	ENCORE OPERATING, LP	9/24/2009			2009009156	80 ACRES BEING THE RICHARD HOOPER SURVEY, A-356 MORE PARTICULARLY DESCRIBED AS TRACT 2 IN THAT CERTAIN WARRANTY DEED DATED 11-5-1883 FROM H CHILDS AND WIFE, MARY J CHILDS TO F M CRAWFORD, RECORDED 59/135.
									74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO (2) TRACTS AS FOLLOWS:
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE NZ OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE 5/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATE AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	42.01171.0BE	JENNIFER BAKER SEIDER	ENCORE OPERATING, LP	10/23/2009			2009009335	THE TRAVIS PEAK FORMATION.  80 ACRES BEING THE RICHARD HOOPER SURVEY, A-356 MORE PARTICULARLY DESCRIBED AS TRACT 2 IN THAT CERTAIN WARRANTY DEED DATED 11-5-1883 FROM H CHILDS AND WIFE, MARY J CHILDS TO F M CRAWFORD, RECORDED 59/135.
									ALSO DESCRIBED AS:  74.5 (RE-SURVEYED) AC, DESCRIBED IN TWO
									(2) TRACTS AS FOLLOWS: 37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO,
									TX, BEING THE N/2 OF A CALLED 80.0 AC TRACT OF LAND DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DTD AUGUST 26, 1947, FROM FRANK WILBURN TO J.O. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									37.25 (RE-SURVEYED) AC, LOCATED IN THE RICHARD HOOPER SURVEY, A-356, SHELBY CO, TX, BEING THE S/2 OF A CALLED 80.0 AC TRACT OF LAND, DESCRIBED AS THE 2ND TRACT IN THAT CERTAIN WARRANTY DEED DATED AUGUST 26, 1947, FROM FRANK WILBURN TO JO. PATE ET UX, EVILLA PATE, RECORDED IN VOLUME 268, PAGE 501, REAL PROPERTY RECORDS, SHELBY CO, TX.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAY'S PEAK FORMATION.
TX	SHELBY	42.01171.0BF	ELIZABETH SEALE JEPPSON	ENCORE OPERATING, LP	6/17/2010			2010008195	35.0 AC (ESTIMATED), (RESURVEYED TO 37.25 AL) M/L, BEING THE N/2 OF THE 90.0 ACRES RICHARD HOOPER SURVEY, THE PATENT FOR WHICH IS DATED 06/15/1906, FROM THE STATE OF TEXAS TO RICHARD HOOPER, RECORDED IN VOL 51, PG 390, DEED RECORDS, SHELBY CO., TX, LESS & EXCEPT 10.0 AC (ESTIMATED), M/L, BEING THAT PORTION OF 21.04 AC, M/L, DESCRIBED AS THE 2ND TRACT IN A SPECIAL WARRANTY DEED, DATED 09/06/1993, FROM RAYMOND GENE TAYLOR TO CAROLYN JEAN TAYLOR, RECORDED IN VOL 775, PG 430, OFFICIAL PUBLIC RECORDS, SHELBY COUNTY,

TX, INSOFAR AS THE 21.04 AC 2ND TRACT IS LOCATED WITHIN THE LATERAL BOUNDARIES OF THE N/2 OF THE RICHARD HOOPER SURVEY, A-356, SHELBY CO., TX.

A-S30, SHELBY CU., 1A.

ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATICRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATICRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ST TX	COUNTY	LEASE NO 42.01181.00A	LESSOR / GRANTOR ST PAUL IND TRAINING SCH	LESSEE / GRANTEE ENCORE OPERATING, LP	LEASE DATE 1/5/2008	ВООК	PAGE	ENTRY 2008000395	DESCRIPTION  14.15 ACRES OF LAND (RE-SURVEYED), OUT OF DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 12.0 AC, M/L, IN THAT CERTAIN WARRANTY DEED DATED JULY 7, 1951 FROM V L HUGHES AND WIFE, NORA HUGHES, TO ELOY EMANIS, RECORDED IN VOL. 303, PG. 428, DEED RECORDS, SHELBY COUNTY, TEXAS; SAID 12.0 ACRES IS ALSO DESCRIBED BY METES AND BOUNDS IN THOSE FIELD NOTES, SURVEYED FEBRUARY 2, 1945 BY W C HUNTINGTON, COUNTY SURVEYED, RECORDED IN VOL 25, PG 590, DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01181.00B	LON MORRIS COLLEGE	ENCORE OPERATING, LP	6/24/2008			2008007147	14.15 ACRES OF LAND (RE-SURVEYED), OUT OF DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 12.0 AC, M/L, IN THAT CERTAIN WARRANTY DEED DATED JULY 7, 1951 FROM V L HUGHES AND WIFE, NORA HUGHES, TO ELOY EMANIS, RECORDED IN VOL. 303, PG. 428, DEED RECORDS, SHELBY COUNTY, TEXAS; SAID 12.0 ACRES IS ALSO DESCRIBED BY METES AND BOUNDS IN THOSE FIELD NOTES, SURVEYED FEBRUARY 2, 1945 BY W C HUNTINGTON, COUNTY SURVEYOR, RECORDED IN VOL 245, PG 580, DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01181.00C	SOUTHERN METHODIST UNIV	ENCORE OPERATING, LP	10/16/2008			2008012488	14.15 ACRES OF LAND (RE-SURVEYED), OUT OF DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 12.0 AC, M/L, IN THAT CERTAIN WARRANTY DEED DATED JULY 7, 1951 FROM V L HUGHES AND WIFE, NORA HUGHES, TO ELOY EMANIS, RECORDED IN VOL. 303, PG. 428, DEED RECORDS, SHELBY COUNTY, TEXAS; SAID 12.0 ACRES IS ALSO DESCRIBED BY WETES AND BOUNDS IN THOSE FIELD NOTES, SURVEYED FEBRUARY 2, 1945 BY W C HUNTINGTON, COUNTY SURVEYOR, RECORDED IN VOL 245, PG 580, DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #I WELL (API #24-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01181.00D	METHODIST CHILDRENS HOME	ENCORE OPERATING, LP	6/25/2010			2010008438	14.15 ACRES OF LAND (RE-SURVEYED), OUT OF DANIEL HOPKINS SURVEY, A-302, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 12.0 AC, M/L, IN THAT CERTAIN WARRANTY DEED DATED JULY, 7, 1951 FROM V L HUGHES AND WIFE, NORA HUGHES, TO ELOY EMANIS, RECORDED IN VOL. 303, PG. 428, DEED RECORDS, SHELBY COUNTY, TEXAS; SAID 12.0 ACRES IS ALSO DESCRIBED BY METES AND BOUNDS IN THOSE FIELD NOTES, SURVEYED FEBRUARY 2, 1945 BY W C HUNTINGTON, COUNTY SURVEYOR, RECORDED IN VOL. 45, PG 580, DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	42.01246.00A	WAYNE W MURDICK	KAISER FRANCIS OIL COMPANY	7/28/2004	996	299	#2004-4498	4.7858 AC, M/L, BEING A PART OF THE MARTIN WHEELER SURVEY, A-795, SHELBY CO, TX, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED JANUARY 19, 1994, FROM DELORSE ANN FAITH TO WAYNE W. MURDICK, RECORDED IN VOL 764, PG 900, DEED RECORDS OF SHELBY CO, TX.  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS

									AND DEPTHS LOCATED ABOVE I STRATIGRAPHIC EQUIVALENT O AS SEEN IN THE GAMMA RAY-AF INDUCTION LOG OF THE C.W. RE INC. – ADAMS GU #I WELL (API #W. REYNOLDS SURVEY, ABSTRAY SHELBY COUNTY, TEXAS, IT BEI INTENT OF GRANTOR TO RESER RIGHTS LYING BELOW THE STRAY EQUIVALENT OF THE BASE OF TIPEAK FORMATION.
TX	SHELBY	42.M0061.00A	ENCORE OPERATING LP	ENCORE OPERATING, LP	12/19/2006	1070	846	2007-144	37.15 ACRES, MORE OR LESS, AN PART OF THE DANIEL HOPKINS SHELBY COUNTY, TEXAS DESCR SECOND TRACT (37.6 ACRES) IN DEED DATED 4-13-1967 FROM JAUSHITH JR ET AL TO EFFIE NOBLE IN VOL 450 PAGE 241, LESS AND ACRES DESCRIBED IN A WARRADATED 4-3-1986 FROM L B NOBL LARRY M SQUIRES RECORDED II PAGE 64.

TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REVNOLDS SURVEY, ABSTRACT 600. SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.

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					LEASE				
TX	COUNTY SHELBY	LEASE NO 42.01171.0BH	LESSOR / GRANTOR MALVIN GORDON JOHNSON JR	LESSEE / GRANTEE ENDURO OPERATING LLC	<u>BATE</u> 8/1/2011	воок	PAGE	ENTRY	DESCRIPTION THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 80,00 ACRES MORE OR LESS LOCATED IN THE RICHARD HOOPER SURVEY ABSTRACT 356 SHELBY COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED FROM L J CURTAIN TO R R EDSON AND H D MCDONALD RECORDED IN VOLUME 132 PAGE 299 OF THE DEED RECORDS OF SHELBY COUNTY TEXAS
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. — ADAMS GU #I WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	N/A	GUY SOVIA ET UX	BETA LAND SERVICES, LLC.	3/4/2011			2011003846	48.60 AC (RE-SURVEYED), ORIGINALLY CALLED 65 ACRES, MORE OR LESS, BEING 35 ACRES IN THE DANIEL HOPKINS SURVEY A-302 AND 30 ACRES IN THE W C ALVICE SURVEY A-20, SHELBY COUNTY, TEXAS, AROUND AND NEAR ARCADIA, AND BEING THAT CERTAIN LAND DESCRIBED IN WARRANTY DEED DATED 05-04-1936 FROM MRS. LOUISIANA BURGAY TO MRS. KATIE CHILDS ET AL RECORDED VOL 179 PAGE 216  ALL LANDS DESCRIBED ABOVE ARE BEING
									CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF
TX	SHELBY	N/A	PANSAM TRUST	BETA LAND SERVICES, LLC.	1/11/2011			2011005213	THE TRAVIS PEAK FORMATION. 164.00 (Resureyed to 151.499) ACRES OF LAND, MORE OR LESS, LOCATED IN THE J M HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATED 3-17-1944 FROM C C LOCKE TO EDWIN WHEELER RECORDED IN VOL 231 PAGE 115.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE TRAVIS PEAK FORMATION.
TX	SHELBY	N/A	WINDSOR INTERESTS, LTD.	BETA LAND SERVICES, LLC.	3/21/2011			2011004912	ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 73.60 ACRES (RESURVEYED), OF LAND MORE OR LESS, LOCATED IN THE JAMES M. HOOPER SURVEY, A-275, SHELBY COUNTY, TEXAS, (DESCRIBED AS ENCORE OPERATING, L.P. WHEELER GAS UNIT IN THAT CERTAIN UNIT DESIGNATION, SHELBY COUNTY CLERK FILE NUMBER 2008000287, SHELBY COUNTY TEXAS), AND BEING THE REMAINING ACRES OF LAND THAT ARE EXCLUDED FROM THE ENCORE OPERATING, L.P. NOBLES GAS UNIT AND ARE A PART OF A CALLED 154.00ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 17, 1944 FROM C. C. LOCKE TO EDWIN WHEELER, RECORDED IN VOLUME 231, PAGE 115 DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE ALL RIGHTS LYING BELOW THE
TX	SHELBY	N/A	WINDSOR INTERESTS, LTD.	BETA LAND SERVICES, LLC.	3/21/2011			2011004911	THE TRAVIS PEAK FORMATION. ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 77.899 ACRES (RESURVEYED), INCLUDED IN THE NOBLES (ASS UNIT (DESCRIBED AS ENCORE OPERATING, L.P. NOBLES GAS UNIT IN THAT CERTAIN UNIT DESIGNATION, SHELBY COUNTY CLERK FILE NUMBER 2007000145, SHELBY COUNTY TEXAS) OUT OF 164.00 ACRES OF LAND, MORE OR LESS, LOCATED IN THE J. M. HOOPER SURVEY A-275, SHELBY COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 154.00 ACRES IN A WARRANTY DEED, DATTED MARCH 17, 1944 FROM C. C. LOCKE TO EDWIN WHEELER RECORDED IN VOLUME 231 PAGE 115, DEED RECORDS, SHELBY COUNTY, TEXAS.
									ALL LANDS DESCRIBED ABOVE ARE BEING CONVEYED INSOFAR AND ONLY INSOFAR AS TO ALL INTERVALS, FORMATIONS, STRATA AND DEPTHS LOCATED ABOVE THE STRATIGRAPHIC EQUIVALENT OF 10,120 FEET AS SEEN IN THE GAMMA RAY-ARRAY INDUCTION LOG OF THE C.W. RESOURCES, INC. – ADAMS GU #1 WELL (API #42-419-31150), W. REYNOLDS SURVEY, ABSTRACT 600, SHELBY COUNTY, TEXAS, IT BEING THE INTENT OF GRANTOR TO RESERVE

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## Louisiana Leases

Lou	isiana Lea	1505									
ST LA	PARISH BOSSIER	LEASE NO 17.00001.00A	LESSOR / GRANTOR JACK LANE KILLEN	LESSEE / GRANTEE PAR OIL CORPORATION	LEASE DATE 10/13/1971	RECORDING STATE LA	RECORDING PARISH BOSSIER	COB 482	PAGE 840	ENTRY 242051	DESCRIPTION T16N R12W SEC 1: 217 ACRES NORTH OF RED CHUTE BAYOU LESS TRACT ON EAST SIDE THEREOF DESCRIBED IN CONVEYANCE BOOK 241, PAGE 612 OF THE RECORDS OF BOSSIER PARISH, LA. (RESURVEYED TO COVER 221.819 ACRES,) T16N R12W SEC 1: 21.84 ACRES, BEING THAT PART OF THE 2S W LYING WEST OF THE CENTER OF RED CHUTE BAYOU AND SOUTH OF THE CENTER LINE OF STATE HWY 934. (RESURVEYED TO COVER 21.095 ACRES,) T16N R12W SEC 2: 36 ACRES LOCATED IN THE SE OF SECTION LYING SOUTH OF THE CENTER OF STATE HWY 934.
LA	BOSSIER	17.00008.00A	JIMMY R SCOTT ET	MARCAT, INC.	9/11/1972	LA	BOSSIER	490	120	247109	(RESURVEYED TO COVER 36.368 ACRES) TIGN R12W SEC 1: LOT 7 OF
LA	BOSSIER	17.00022.000	JIM WELLS INC	CAMTERRA RESOURCES, INC.	2/19/1999	LA	BOSSIER	1187	197	682716	RIVER VILLAGE SUBDIVISION, BEING 1.58 ACS T16N R12W SEC 1: LOT 8, HILLTOP ACRES UNIT 2
LA	BOSSIER	17.00015.00A	CLAUDE A DANCE SR ET AL	MARCAT, INC.	6/1/1972	LA	BOSSIER	485	78	243634	SUBDIVISION IN NE, BEING 2.969 ACRES T16N R11W SEC 6: W2 NE, E2 NW, SW NW, NW SE, N2 SW, SW SW, 362.157 ACRES T16N R12W SEC 1: A TRACT IN THE
											SE4 AS DESCRIBED BY METES AND BOUNDS IN LEASE
LA	BOSSIER	17.00015.00B	RUBYE DANCE DEHAN ET AL	CLARK ENERGY COMPANY INC	5/15/2002	LA	BOSSIER	12690	450	750042	T16N R12W SEC 1: A 90.55 ACRE TRACT IN THE E2 E2
LA	BOSSIER	17.00015.00C	CLAUDE A DANCE JR	CLARK ENERGY COMPANY INC	5/15/2002	LA	BOSSIER	1260	444	750041	T16N R12W SEC 1: A 90.55 ACRE LOT IN E2 E2
LA	BOSSIER	17.00015.00D	RUBYE DANCE DEHAN ET AL	CLARK ENERGY COMPANY INC	6/17/1998	LA	BOSSIER	1158		657993	T16N R11W SEC 6: W2 NE, E2 NW, SW NW, NW SE, N2 SW, SW SW, 362.157 ACRES
LA	BOSSIER	17.00029.000	RANCHTOWN INC	MARCAT, INC.	4/24/1972	LA	BOSSIER	484	330	243143	T16N R12W SEC 2: THAT PART OF LOT 6 OF RANCHTOWN SUBDIVISION
LA	BOSSIER	17.00015.00E	CLAUDE A DANCE JR	CLARK ENERGY COMPANY INC	6/17/1998	LA	BOSSIER	1161		660031	T16N R11W SEC 6: W2 NE, E2 NW, SW NW, NW SE, N2 SW, SW SW, 362.157 ACRES
LA	BOSSIER	17.00043.000	STATE OF LA 5978	PLACID OIL COMPANY	10/11/1972	LA	BOSSIER	490	636	247489	T16N R12W SEC 11: ALL BEDS AND BOTTOMS OF WATER BODIES SEC 12: ALL BEDS AND BOTTOMS OF WATER BODIES SEC 13: ALL BEDS AND BOTTOMS OF WATER BODIES IN NE T16N R11W SEC 18: ALL BEDS AND BOTTOMS OF WATERWAYS IN THE E2, N2 SW. NW
LA	BOSSIER	17.00036.00A	ABBIE LEVY WINAKER	CAMTERRA RESOURCES, INC.	11/1/1999	LA	BOSSIER	C1197	775	691358	T16N R11W SEC 2: NW SW
LA	BOSSIER	17.00036.00B	LINDA LEVY	CAMTERRA	11/1/1999	LA	BOSSIER	C1197	778	691359	T16N R11W SEC 2: NW SW
LA	BOSSIER	17.00050.000	BACHRACK ARMAND W ROOS JR	RESOURCES, INC. O B MOBLEY JR	7/21/1975	LA	BOSSIER	556	123	282313	T16N R12W SEC 13:
LA	BOSSIER	17.00057.000	ET AL TAYLORTOWN PROPERTIES	CAMTERRA RESOURCES, INC.	6/8/1999	LA	BOSSIER	1184		680886	FRACTIONAL W2 NW T16N R12W SEC 16: 210.13 ACS LYING NORTH OF THE OLD
LA	BOSSIER	17.00064.000	MARY MARSHALL ROBERTS	O B MOBLEY JR	12/8/1971	LA	BOSSIER	484	442	243166	RED RIVER T16N R1IW SEC 18: SW SW LESS THAT PART LYING NORTH AND EAST OF RED CHUTE BAYOU SEC 19: PART OF THE NW LYING WEST AND SOUTH OF RED CHUTE BAYOU
LA	BOSSIER	17.00071.000	CHARLES T BROOKS ET UX	MARCAT, INC.	9/25/1972	LA	BOSSIER	490	72	247096	T16N R11W SEC 18: LOT 11 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00085.000	JOE MIMS SR ET UX	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER	495	489	250312	T17N R11W SEC 31: W2 LOT 45 OF HILL TOP ACRES SUBDIVISION 3.42 ACRES
LA	BOSSIER	17.00078.00A	ROSEMARY H LAZARD ET AL	WAYNE L SIMPSON	10/7/1970	LA	BOSSIER	465	216	229834	T17N R11W SEC 31: N2 NE, SW
LA	BOSSIER	17.00078.00B	ROBERTA THOMAS	VISTA SERVICES LLC	12/6/1974	LA	BOSSIER	531	440	270314	T17N R11W SEC 31: 9.16 ACRES IN THE NE/C OF NE NE
LA	BOSSIER	17.00092.000	JAMES AUBREY MEEK SR ET UX	R R ROBINSON	5/28/1973	LA	BOSSIER	502	141	253934	T17N R11W SEC 31: LOT 33 OF THE HILL TOP SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00099.000	JACK WYMAN BRIDGES	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER	495	457	250304	T17N R11W SEC 31: LOTS 20 & 21 OF THE HILL TOP SUBDIVISION, 10 ACRES
LA	BOSSIER	17.00106.000	DORIS SANDERS BROWN	PAR OIL CORPORATION	4/16/1975	LA	BOSSIER	540	891	273927	T17N R11W SEC 31: LOT 8 OF THE HILL TOP ACRES
LA	BOSSIER	17.00113.000	ALEX GIBSON ET AL	PAR OIL	9/22/1972	LA	BOSSIER	490	887	247618	SUBDIVISION, 5 ACRES T17N R11W SEC 32: SW NW
LA	BOSSIER	17.00120.00A	LILLIE MAE BELL ET	CORPORATION CAMTERRA	6/10/1997	LA	BOSSIER			640915	T17N R12W SEC 36: A 10.7144
LA	BOSSIER	17.00120.00B	AL BESSIE RUTH BELL	RESOURCES, INC. CAMTERRA RESOURCES, INC.	6/10/1997	LA	BOSSIER			640917	AC TRACT IN W2 NE T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00120.00C	MAYS DIANA DANIEL ET AL	CAMTERRA RESOURCES, INC.	6/10/1997	LA	BOSSIER			640918	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00120.00D	GLORIA DAVIS	CAMTERRA RESOURCES, INC.	9/22/1997	LA	BOSSIER			647003	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00120.00E	CAROLYN DANIEL	CAMTERRA RESOURCES, INC.	6/10/1997	LA	BOSSIER			640916	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00005.00A	WESLEY L HENIGAN JR ET UX	MARCAT, INC.	5/2/1972	LA	BOSSIER	484	343	243146	T16N R12W SEC 1: 25 TRACT OF LAND (RESURVEYED TO BE 23.752 ACRES) MORE FULLY DESCRIBED BY METES AND BOUND IN LEASE
LA	BOSSIER	17.00019.000	CHARLES D LIVINGSTON ETUX	CAMTERRA RESOURCES, INC.	5/20/1997	LA	BOSSIER	1132	485	635882	T16N R12W SEC 1: LOT 2 HILLTOP ACRES UNIT 2 SUBDIVISION IN NE, BEING 2.826 ACRES
LA	BOSSIER	17.00012.00A	TED O DICKSON ET UX	MARCAT, INC.	9/27/1973	LA	BOSSIER	512	502	259437	Z.OZ ACRES T16N R12W SEC 1: A 5.64 ACRE TRACT (RESURVEYED TO 5.534 ACRES) DESCRIBED BY METES AND BOUNDS IN LEASE
LA	BOSSIER	17.00026.000	SAM ILARDO	PAR OIL CORPORATION	10/1/1971	LA	BOSSIER	482	836	242050	T16N R12W SEC 2: 14.4 ACRES (RESURVEYED AS 18.065 ACRES) ALL THAT PART OF LOT 6 LYING IN SOUTH OF SECTION

LA	BOSSIER	17.00033.000	GERTRUDE G DAVIS	MARCAT, INC.	6/28/1972	LA	BOSSIER	486	302	244556	T16N R11W SEC 6: WEST 13.33 ACRES OF THE SE NE
LA	BOSSIER	17.00040.000	STEVEN N COWEL	DUDLEY R MEIER	3/6/1972	LA	BOSSIER	481	527	241123	TIGN R11W SEC 7: LOTS 1 & 5 OF THE RESUBDIVISION OF LOTS 3 & 4 OF THE BURKS PARTITION, LOCATED IN THE W2 NW TIGN R12W SEC 12: NE NE AND LOT 7 (FRACTIONAL SE NE) LYING NORTH OF RED CHUTE BAYOU
LA	BOSSIER	17.00047.000	WILLIAM J PERRY ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	50	247090	T16N R12W SEC 13: LOTS 1, 2 & 3 OF THE ISLAND SUBDIVISION T16N R11W SEC 18: PART OF LOTS 1, 2 & 3 OF ISLAND SUBDIVISION
LA	BOSSIER	17.00054.000	ROOS PROPERTIES LLC ET AL	CAMTERRA RESOURCES, INC.	12/8/1995	LA	BOSSIER	1097	13	607569	T16N R12W SEC 13: FRACTIONAL W2 NW LYING SOUTH OF FLAT RIVER
LA	BOSSIER	17.00061.000	DENNIS M WHITMORE ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	64	247094	T16N R11W SEC 18: LOT 8 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00068.000	EDWARD L HAWK ET UX	MARCAT, INC.	9/6/1972	LA	BOSSIER	490	84	247098	T16N R11W SEC 18: LOT 13 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00089.000	JERRY J FROLICK ET UX	PAR OIL CORPORATION	10/2/1972	LA	BOSSIER	495	477	250309	T17N R11W SEC 31: LOTS 38 & 39 OF THE HILL TOP ACRES SUBDIVISION, 10 ACRES
LA	BOSSIER	17.00082.00A	CLAUDE A DANCE SR ET AL	MARCAT, INC.	6/1/1972	LA	BOSSIER	485	78	243634	T17N R11W SEC 31: LOT 46 OF HILLTOP ACRES SUBDIVISION IN W2, BEING 7.85 ACS
LA	BOSSIER	17.00082.00B	CLAUDE A DANCE JR	CLARK ENERGY COMPANY INC	6/17/1998	LA	BOSSIER			550031	T17N R11W SEC 31: LOT 46 OF HILLTOP ACRES SUBDIVISION IN W2, BEING 7.85 ACS
LA	BOSSIER	17.00082.00C	RUBYE DANCE DEHAN ET AL	CLARK ENERGY COMPANY INC	6/17/1998	LA	BOSSIER			657993	T17N R11W SEC 31: LOT 46 OF HILLTOP ACRES SUBDIVISION IN W2, BEING 7.85 ACS

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ST	PARISH	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDING STATE	RECORDING PARISH	СОВ	PAGE	ENTRY	DESCRIPTION
LA	BOSSIER	17.00096.000	JAMES A ROWELL JR ET AL	DALCO OIL COMPANY ET AL	9/26/1974	LA	BOSSIER	528	443	268634	T17N R11W SEC 31: LOTS 13 & 28 OF THE HILL TOP SUBDIVISION, 10 ACRES
LA	BOSSIER	17.00798.000	BLACKSHEAR SNYDER SR ET AL	CAMTERRA RESOURCES PARTNERS LTD	10/3/2003	LA	BOSSIER	1293	271	788314	T16N R11W SEC 19: LOTS 3, 4, S2 SE, BEING ALL THAT PORTION OF E2 LYING SOUTH OF RED CHUTE BAYOU
LA	BOSSIER	17.00103.000	ALTON REED HUCKABY	PAR OIL CORPORATION	8/14/1972	LA	BOSSIER	488	396	246093	T17N R11W SEC 31: LOT 14 OF THE HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00110.000	CARL S MORGAN ET UX	PAR OIL CORPORATION	8/14/1972	LA	BOSSIER	488	380	246089	T17N R11W SEC 31: LOT 2 OF THE HILL TOP ACRES SUBDIVISION, 5.94 ACRES
LA	BOSSIER	17.00117.000	ROBERTA M THOMAS ET AL	PAR OIL CORPORATION	9/22/1972	LA	BOSSIER	490	881	247616	T17N R11W SEC 32: NW NW
LA	BOSSIER	17.00124.00A	JUANITA BURKES SMITH ET AL	J C MURRELL COMPANY	2/15/1997	LA	BOSSIER	1141	400	642766	T17N R12W SEC 36: E2 SE
LA	BOSSIER	17.00124.00B	LILLIAN ELVIN	DZURIK INTERESTS INC	12/13/1997	LA	BOSSIER	1150	498	650457	T17N R12W SEC 36: E2 SE
LA	BOSSIER	17.00124.00C	GLADYS B HILL	DZURIK INTERESTS INC	10/16/1997	LA	BOSSIER	1145	972	646451	T17N R12W SEC 36: E2 SE
LA	BOSSIER	17.00124.00D	WILLIE MAE GRAVES	DZURIK INTERESTS INC	10/6/1997	LA	BOSSIER	1145	976 981	646452	T17N R12W SEC 36: E2 SE
LA LA	BOSSIER BOSSIER	17.00124.00E 17.00002.000	ALPHONSE BURKS STATE OF LA 5933	DZURIK INTERESTS INC JAMES H. STROUD	10/10/1997 8/9/1972	LA LA	BOSSIER BOSSIER	1145 488	311	646453 246078	T17N R12W SEC 36: E2 SE T16N R12W SEC 2: ALL OF THE
											LANDS NOW OR FORMERLY CONSTITUTING THE BEDS AND BOTTOMS OF ALL WATER BODIES OF EVERY NATURE AND DESCRIPTION AND ALL ISLANDS AND OTHER LANDS FORMED BY ACCRETION OR RELICTION, EXCEPT TAX LANDS, OWNED BY AND NOT UNDER MINERAL LEASE FROM THE STATE OF LOUISIANA ON MARCH 13, 1972, SITUATED WITHIN SECTIONS 1 AND 2, T16N, R12W, BOSSIER PARISH, (STATE TRACT 12405)
LA	BOSSIER	17.00009.00A	MAURICE JOSEPH FOISY ET UX	MARCAT, INC.	8/30/1972	LA	BOSSIER	490	124	247110	T16N R12W SEC 1: LOT 8 OF RIVER VILLAGE
LA	BOSSIER	17.00023.000	JAMES R WILSON ET UX	CAMTERRA RESOURCES, INC.	2/19/1999	LA	BOSSIER	1180	607	677071	SUBDIVISION, BEING 1.44 ACS T16N R12W SEC 1: LOTS 6 AND 7 HILLTOP ACRES UNIT 2 SUBDIVISION IN NE, BEING
LA	BOSSIER	17.00016.00A	LESTER BRAZZEL ET	GREGORY B MOBLEY	3/31/1994	LA	BOSSIER	1053	792	575360	5.654 ACRES T16N R12W SEC 1: A 74.583
			AL TRUST								ACRE TRACT OF LAND IN THE S2 AS MORE PARTICULARY BY METES AND BOUNDS IN
LA	BOSSIER	17.00030.000	COLONEL DALE A	MARCAT, INC.	5/26/1972	LA	BOSSIER	485	74	243633	LEASE T16N R11W SEC 6: NE NE
LA	BOSSIER	17.00044.000	BOZMAN R J GRIGSBY	DUDLEY R MEIER	4/4/1972	LA	BOSSIER	482	530	241866	T16N R12W SEC 13: GOVERNMENT LOT #8 T16N R11W SEC 18: LOT 3 AND ALL THAT PART OF NE SW LYING SOUTH AND EAST OF BODCAU BAYOU, W2 SE, SE
LA	BOSSIER	17.00037.00A	HATTIE MAE J CARTER	MARCAT, INC.	8/7/1972	LA	BOSSIER	487	425	245469	SE T16N R11W SEC 19: NE NE T16N R11W SEC 7: LOTS 3 & 8 OF PARTITION OF PRINCE BURKS LANDS AS PER PLAT OF NW FOUND IN CONVEYANCE BOOK 60, PAGE 91
LA	BOSSIER	17.00037.00B	FLOYD L NORTON III	MARCAT, INC.	11/14/1973	LA	BOSSIER	512	401	259356	T16N R11W SEC 7: LOTS 3 & 8 OF PARTITION OF PRINCE BURKS LANDS AS PER PLAT OF NW FOUND IN CONVEYANCE BOOK 60, PAGE 91
LA	BOSSIER	17.00037.00C	FLOYD L NORTON III ET UX	MARCAT, INC.	7/31/1972	LA	BOSSIER	487	433	245471	T16N R11W SEC 7: LOTS 3 & 8 OF PARTITION OF PRINCE BURKS LANDS AS PER PLAT OF NW FOUND IN CONVEYANCE BOOK 60, PAGE 91
LA	BOSSIER	17.00037.00D	BESSIE LEE JOHNSON DENKINS	MARCAT, INC.	9/7/1972	LA	BOSSIER	490	130	247112	T16N R11W SEC 7: LOTS 3 & 8 OF PARTITION OF PRINCE BURKS LANDS AS PER PLAT OF NW FOUND IN CONVEYANCE BOOK 60, PAGE 91
LA	BOSSIER	17.00037.00E	DOUGLAS D TRACY ET AL	CAMTERRA RESOURCES, INC.	9/1/1996	LA	BOSSIER	1117	644	624153	T16N R11W SEC 7: LOTS 3 & 8 OF PARTITION OF PRINCE BURKS LANDS AS PER PLAT OF NW FOUND IN CONVEYANCE BOOK 60, PAGE 91
LA LA	BOSSIER BOSSIER	17.00058.000 17.00051.00A	USA ES 5766 LINDA HODGES SNYDER ET AL	RICHARD PETERSON DUDLEY R MEIER	9/1/1969 10/25/1971	LA LA	BOSSIER BOSSIER	585 484	370	298757 243153	T16N R11W SEC 6: NW NW T16N R12W SEC 13: SW T16N R11W SEC 19: SW LESS 1 ACRE FOR NEW ZIO CHURCH
LA LA	BOSSIER BOSSIER	17.00051.00B 17.00065.000	GRACE A HODGES LENORE B KIRK ET AL	DUDLEY R MEIER DUDLEY R MEIER	10/28/1971 2/28/1972	LA LA	BOSSIER BOSSIER	484 481	402 503	243157 241117	T16N R12W SEC 13: SW T16N R11W SEC 18: NE SE, AND ALL THAT PART OF NW LYING NORTH AND EAST OF BODCAU BAYOU
LA	BOSSIER	17.00072.000	JOSEPH H BAKER JR ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	60	247093	T16N R11W SEC 18: LOT 7 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00086.000	W C SEMONS	PAR OIL CORPORATION	8/16/1972	LA	BOSSIER	488	368	246086	T17N R11W SEC 31: LOT 42 OF HILL TOP ACRES
LA	BOSSIER	17.00079.00A	ROOS PROPERTIES LLC ET AL	CAMTERRA RESOURCES, INC.	11/12/1998	LA	BOSSIER	1169	253	667925	SUBDIVISION, 5 ACRES T16N R12W SEC 14: NE LYING SOUTH AND WEST OF RED
LA	BOSSIER	17.00079.00B	CARROLL W FEIST ET	CAMTERRA	12/18/1998	LA	BOSSIER	1173	402	670715	CHUTE BAYOU T16N R12W SEC 14: W2 NE
LA	BOSSIER	17.00093.000	AL CLYDE C CROSBY	RESOURCES, INC. PAR OIL	9/27/1972	LA	BOSSIER	495	465	250306	T17N R11W SEC 31: LOTS 31 &
LA	BOSSIER	17.00107.000	ROBERT O STEGALL	PAR OIL	9/26/1972	LA	BOSSIER	495	449	250302	32 OF THE HILL TOP SUBDIVISION, 10 ACRES T17N R11W SEC 31: LOT 5 OF
T. A.	DOCCUE	47.00400.00	OLA MAR INFERR	CORPORATION	7/04 /- 075	Τ.Δ.	DOCCUED	F00	422	2500.	THE HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00100.00A	OLA MAE JEFFERSON ET AL	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER	506	432	256304	T17N R11W SEC 31: NW NW
LA LA	BOSSIER	17.00100.00B	WILLIE PAUL ET AL	PAR OIL CORPORATION	4/28/1973	LA LA	BOSSIER	500	391 387	252949	T17N R11W SEC 31: NW NW
LA LA	BOSSIER BOSSIER	17.00100.00C 17.00114.000	GEORGE C HOWELL  ARMAND W ROOS JR	PAR OIL CORPORATION JAMES H BUTLER	4/18/1973 5/19/1972	LA LA	BOSSIER BOSSIER	500 485	759	252948 244110	T17N R11W SEC 31: NW NW T17N R11W SEC 32: NW SE
LA	DOSSIER	17.00114.000	ET AL	THILD II DO ILEK	3/13/13/2	LIT	DOGGIER	+0.5	, 33	244110	TITA KITH DEC 32. NW 3E

LA	BOSSIER	17.00100.00D	WALTER HOWELL	PAR OIL CORPORATION	4/18/1973	LA	BOSSIER	500	395	252950	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00E	JOSEPHINE HOWELL BROWN	PAR OIL CORPORATION	4/18/1973	LA	BOSSIER	500	813	253220	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00121.00A	EDDIE FAY MILLER HALL	CAMTERRA RESOURCES, INC.	3/25/1998	LA	BOSSIER			653109	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00121.00B	CLARA MAE BELL TAYLOR	CAMTERRA RESOURCES, INC.	9/22/1997	LA	BOSSIER			647006	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00121.00C	ARTHUR GLEN BELL	CAMTERRA RESOURCES, INC.	9/22/1997	LA	BOSSIER			646998	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00121.00D	WILLIE GENE BELL	CAMTERRA RESOURCES, INC.	9/22/1997	LA	BOSSIER			646999	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00121.00E	ARTHUR LEE SEETS	CAMTERRA RESOURCES INC	12/5/1997	LA	BOSSIER			647000	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE

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LA	BOSSIER	17.00006.00A	MELVIN WAYNE FULLER ET UX	MARCAT, INC.	9/11/1972	LA	BOSSIER	490	104	247105	T16N R12W SEC 1: 3.98 ACRES (RESURVEYED AS 4.189) LOTS 1 AND 3 OF VILLAGE
LA	BOSSIER	17.00020.000	WALLACE EDMOND DAVIS ET UX	CAMTERRA RESOURCES, INC.	5/15/1997	LA	BOSSIER	1132	114	635634	SUBDIVISION T16N R12W SEC 1: LOTS 3, 4 & 5 OF HILLTOP ACRES UNIT 2
LA	BOSSIER	17.00013.00A	ISLAND PLANTING COMPANY	DUDLEY R MEIER	3/28/1972	LA	BOSSIER	483	257	242317	SUBDIVISION IN NE TIÓN RIZW SEC 1: A TRACT DESCRIBED BY METES AND BOUNDS IN LEASE SEC 1: ALL OF SEC 11 LYING NORTH AND EAST OF FLAT RIVER AND EAST OF BULLFIGHT BAYOU SEC 12: ALL THAT PORTION LYING SOUTH AND WEST OF RED CHUTE BAYOU SEC 13: ALL OF SEC IN N2 LYING AND WEST OF RED CHUTE BAYOU AND NORTH OF SMALL BAYOU WHICH CONNECTS FLAT RIVER AND RED CHUTE BAYOU SEC 14: FRACTIONAL NE LYING EAST OF FLAT RIVER AND NORTH
LA	BOSSIER	17.00027.000	FANNIE M KINCAIDE ET AL	PAR OIL CORPORATION	5/15/1972	LA	BOSSIER	485	734	244103	OF SMALL BAYOU TRACT T16N R12W SEC 2: 94.75 ACRES (RESURVEYED AS 88.942 ACRES) LOTS 1 AND 4 LYING IN NE OF SECTION (NORTH AND EAST OF BODCAU BAYOU (RED CHUTE BAYOU)
LA	BOSSIER	17.00034.000	EARL W DAVIS	MARCAT, INC.	6/28/1972	LA	BOSSIER	486	306	244557	T16N R11W SEC 6: CENTER 13.333 ACRES OF THE SE NE
LA	BOSSIER	17.00048.000	JACK L KILLEN	MARCAT, INC.	4/22/1972	LA	BOSSIER	484	348	243147	13.333 ACRES OF THE SE NE T16N R12W SEC 13: LOTS 6, 12, 16, 17, 18 & 24 OF THE ISLAND SUBDIVISION AND 4 ACS UNDER THE ROAD R-O-W TRAVERSING THE ISLAND SUBDIVISION SEC 18: LOTS 6, 12, 16, 17, 18 & 24 OF THE ISLAND SUBDIVISION AND 4 ACS UNDER THE ROAD R-O-W TRAVERSING THE ISLAND SUBDIVISION SUBDIVISION
LA	BOSSIER	17.00041.00A	ROOS PROPERTIES LLC ET AL	PETRO CHEM	9/22/1995	LA	BOSSIER	1094	417	605170	TIGN R11W SEC 7: LOTS 1, 2, 5, 6 OF THE ORIGINAL SUBDIVISION OF BURKS ESTATE IN THE N2 OF SAID SECTION 7, AS PER MAP RECORDED IN CONVEYANCE BOOK 36, PAGE 626 OF THE CONVEYANCE RECORDS OF BOSSIER PARISH, LA
LA	BOSSIER	17.00041.00B	CARROLL W FEIST ET AL	PETRO CHEM	11/15/1995	LA	BOSSIER	1094	412	605169	TIGN R1IW SEC 7: LOTS 1 & 5 OF THE ORIGINAL SUBDIVISION OF BURKS ESTATE AND LOTS 2, 4, 6, 7 OF THE RESUBDIVISION OF LOTS 3 AND 4 OR THE ORIGINAL SUBDIVISION OF BURKS ESTATE IN N2
LA	BOSSIER	17.00041.00C	ARMAND W ROOS JR ET AL	DUDLEY R MEIER	2/28/1972	LA	BOSSIER	481	519	241121	T16N R11W SEC 7: LOTS 2 & 6 OF THE ORIGINAL SUBDIVISION OF BURKS ESTATE IN THE N2
LA	BOSSIER	17.00041.00D	ARMAND W ROOS JR ET AL	DUDLEY R MEIER	2/28/1972	LA	BOSSIER	481	523	241122	T16N R11W SEC 7: LOTS 1 & 5 OF THE ORIGINAL SUBDIVISION OF BURKS ESTATE IN THE N2
LA	BOSSIER	17.00062.000	CHEVIS H WEBB ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	86	247100	T16N R11W SEC 18: LOT 14 OF ISLAND SUBDIVISION
LA	BOSSIER	17.00069.00A	JOSEPH H ELSTON ET AL	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER	1093		604498	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00B	EMIL D BRUPBACHER SR ET AL	CAMTERRA RESOURCES, INC.	6/5/1998	LA	BOSSIER	1161		660033	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00C	LINDA BRUPBACHER CRAWFORD	CAMTERRA RESOURCES, INC.	6/5/1998	LA	BOSSIER	1162	720	661602	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00083.000	DANIEL GLADNEY ET UX	PAR OIL CORPORATION	9/14/1972	LA	BOSSIER	495	485	250311	T17N R11W SEC 31: LOT 43 AND E2 LOT 45 HILL TOP ACRES SUBDIVISION, 8.18 ACRES
LA	BOSSIER	17.00069.00D	JACK R BRUPBACHER	CAMTERRA RESOURCES, INC.	11/19/1998	LA	BOSSIER	1176		673179	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00E	PATRICIA B BURKETT	CAMTERRA RESOURCES, INC.	6/5/1998	LA	BOSSIER	1161		660032	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00090.000	LORAINE NELSON DALLY ET AL	PAR OIL CORPORATION	8/30/1972	LA	BOSSIER	495	473	250308	T17N R11W SEC 31: LOTS 35, 36, 37 OF THE HILL TOP SUBDIVISION, 15 ACRES
LA	BOSSIER	17.00097.000	WILLIAM C WRIGHT	PAR OIL CORPORATION	8/17/1972	LA	BOSSIER	495	461	250305	T17N R11W SEC 31: LOTS 25 & 26 OF THE HILL TOP
LA	BOSSIER	17.00799.000	ST OF LA 18244	CAMTERRA RESOURCES PARTNERS LTD	9/8/2004	LA	BOSSIER	C1320	181	817068	SUBDIVISION, 10 ACRES T16N R11W SEC 19: LOT 3, 4, S2 SE BEING THAT PORTION OF E2 LYING SOUTH OF RED CHUTE BAYOU
LA	BOSSIER	17.00104.000	MELVIN W MARLAR ET UX	PAR OIL CORPORATION	8/14/1972	LA	BOSSIER	488	400	246094	T17N R11W SEC 31: LOT 12 OF THE HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00111.000	MRS RUBY KEENER ET AL	PAR OIL CORPORATION	10/2/1972	LA	BOSSIER	495	445	250301	T17N R11W SEC 31: TRACTS A & B OF LOT 1 OF THE HILL TOP ACRES SUBDIVISION
LA	BOSSIER	17.00118.000	BOOKER T BELL	CAMTERRA RESOURCES, INC.	6/5/1997	LA	BOSSIER			640914	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00003.00A	HAROLD C MURPHY	MARCAT, INC.	4/19/1972	LA	BOSSIER	483	265	242319	T16N R12W SEC 1: 119.683 ACRES IN S2 SEC 12: 111.148 ACRES IN N2
LA	BOSSIER	17.00017.000	LARRY L DAVIS	CAMTERRA RESOURCES, INC.	5/13/1997	LA	BOSSIER	1131	804	635373	ACRES IN NZ T16N R12W SEC 1: A 20.27 ACRE TRACT (RESURVEYED AS 20.117 ACRES) IN THE NE DESCRIBED BY METES AND BOUNDS IN LEASE
LA	BOSSIER	17.00010.00A	JAMES RICHARD CHILDS ET UX	MARCAT, INC.	9/11/1972	LA	BOSSIER	490	112	247107	T16N R12W SEC 1: LOT 4 AND 6 OF RIVER VILLAGE SUBDIVISION, 1.685 ACS
LA	BOSSIER	17.00024.000	JAMES C DEGUEURCE JR ET AL	PAR OIL CORPORATION	3/8/1972	LA	BOSSIER	482	832	242049	T16N R12W SEC 2: 167.15 ACRES (RESURVEYED AS 157.532 ACRES) IN THE W2 OF LYING NORTH OF THE CENTERLINE OF LA HWY 527

A DOCCUED ATTROCOM POTTER EDUTAN DIVINING METER AND ADDITION AT THE PROCESS OF TH	482			T16N R12W SEC 11: 9 ACS IN
I A DOCCIED AT 00020 000 ECTED EDERAM DUDI EV DATEIRO 2/02/4072 I A DOCCIED	482			NW NW
LA BOSSIER 17.00038.000 ESTER FREEMAN DUDLEY R MEIER 3/22/1972 LA BOSSIER PARKER ET AL	102	526	241865	T16N R11W SEC 7: SW T16N R12W SEC 12: THE PART OF SE LYING EAST OF RED CHUTE BAYOU
LA BOSSIER 17.00031.00A EMILY SWEENEY G A LINDSEY 5/18/1973 LA BOSSIER BELL ET AL	501	440	253515	T16N R11W SEC 6: .765 ACS OUT OF THE S2 NE
LA BOSSIER 17.00031.00B MARY JANE G A LINDSEY 6/2/1973 LA BOSSIER SWEENEY REED	502	602	254274	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00C GEORGIA SWEENEY R R ROBINSON 8/28/1973 LA BOSSIER HENDERSON	507	718	257044	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00045.000 CHARLES EMORY MARCAT, INC. 9/6/1972 LA BOSSIER STAGGS	490	94	247102	T16N R12W SEC 13: PARTS LOTS 19 & 20 OF THE ISLAND SUBDIVISION T16N R11W SEC 18: PART OF LOTS 19 & 20 OF ISLAND SUBDIVISION
LA BOSSIER 17.00031.00D NOAH SWEENEY G A LINDSEY 9/11/1973 LA BOSSIER	508	511	257445	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00E CATHERINE CAMTERRA 4/1/1996 LA BOSSIER SWEENEY KIDD ETA RESOURCES, INC.	1104		613142	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00F JOYCE SWEENEY CAMTERRA 4/1/1996 LA BOSSIER WILSON RESOURCES, INC.	1105		614472	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00G ELNORA SWEENEY CAMTERRA 4/1/1996 LA BOSSIER WATSON RESOURCES, INC.	1106		614256	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00H ALINE SWEENEY CAMTERRA 4/1/1996 LA BOSSIER PERRY RESOURCES, INC.	1106		614258	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00I PAMELA HOLLINS CAMTERRA 3/6/1997 LA BOSSIER HARRIS RESOURCES, INC.	1130		634374	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE
LA BOSSIER 17.00031.00J BRUCE HOLLINS CAMTERRA 5/1/1996 LA BOSSIER RESOURCES, INC.	1184		680506	T16N R11W SEC 6: E2 SE AND A .765 AC TRACT IN S2 NE

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ST LA	PARISH BOSSIER	LEASE NO 17.00031.00K	LESSOR / GRANTOR KAREN HOLLINS	LESSEE / GRANTEE CAMTERRA	LEASE DATE 5/1/1996	RECORDING STATE LA	RECORDING PARISH BOSSIER	COB 1108	PAGE	ENTRY 616959	DESCRIPTION T16N R11W SEC 6: E2 SE AND
LA	BOSSIER	17.00031.00L	LOTTIE SWEENEY	RESOURCES, INC. CAMTERRA	4/1/1996	LA	BOSSIER	1106		614257	A .765 AC TRACT IN S2 NE T16N R11W SEC 6: E2 SE AND
LA	BOSSIER	17.00052.000	LYLES THE HUNTER COMPANY INC	RESOURCES, INC. O B MOBLEY JR	7/30/1975	LA	BOSSIER	556	117	282312	A ,765 AC TRACT IN S2 NE T16N R12W SEC 13: THE PORTION OF SW WHICH LIES NORTH AND EAST OF THE FLAT RIVER BAYOU
LA	BOSSIER	17.00059.000	KENNETH G WHITMORE ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	68	247095	T16N R11W SEC 18: LOT 9 OF ISLAND SUBDIVISION
LA	BOSSIER	17.00066.000	LENORE B KIRK ET AL	DUDLEY R MEIER	4/6/1972	LA	BOSSIER	483	249	242315	T16N R11W SEC 18: W2 NE
LA	BOSSIER	17.00073.000	WILHEMINA ELSTON SOUR ETAL	DUDLEY R MEIER	3/16/1972	LA	BOSSIER	482	534	241867	T16N R11W SEC 19: LOT D OF THE PARTITION OF THE J W ELSTON PLANTATION, BEING 36.178 ACS IN NE LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER	17.00080.000	DOROTHY KELLY RICHARDSON	PAR OIL CORPORATION	10/6/1971	LA	BOSSIER	482	801	242041	T17N R11W SEC 31: SE NE
LA	BOSSIER	17.00087.000	CARL BREWSTER CROW ET AL	PAR OIL CORPORATION	8/12/1972	LA	BOSSIER	488	372	246087	T17N R11W SEC 31: LOT 41 OF HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00094.000	JAMES JOSEPH WILSON	PAR OIL CORPORATION	12/13/1972	LA	BOSSIER	495	433	250298	T17N R11W SEC 31: LOT 30 OF THE HILL TOP SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00101.000	BERNARD GENE NEWTON ET UX	PAR OIL CORPORATION	9/26/1972	LA	BOSSIER	495	453	250303	T17N R11W SEC 31: LOT 16 OF THE HILL TOP SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00108.000	CARL L DONHAM	PAR OIL CORPORATION	8/14/1972	LA	BOSSIER	488	404	246095	T17N R11W SEC 31: LOT 4 OF THE HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00115.00A	A G HAMMETT SR ET AL	JAMES H BUTLER	5/19/1972	LA	BOSSIER	485	747	244107	T17N R11W SEC 32: SW SE, SE SW
LA	BOSSIER	17.00115.00B	DONALD RAY BALL	PAR OIL CORPORATION	5/31/1972	LA	BOSSIER	485	751	244108	T17N R11W SEC 32: SE SW
LA	BOSSIER	17.00122.00A	FLORA DELOIS BRYANT	CAMTERRA RESOURCES, INC.	9/22/1997	LA	BOSSIER	1146		647004	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00122.00B	ROXIE PACKARD	CAMTERRA RESOURCES, INC.	9/22/1997	LA	BOSSIER	1146		647005	T17N R12W SEC 36: A 10.7144 AC TRACT IN W2 NE
LA	BOSSIER	17.00122.00C	TOMMY LEE BELL	CAMTERRA	9/22/1997	LA	BOSSIER	1146		647002	T17N R12W SEC 36: A 10.7144
LA	BOSSIER	17.00122.00D	WILLIE D BELL JR	RESOURCES, INC. CAMTERRA	9/22/1997	LA	BOSSIER	1146		647001	AC TRACT IN W2 NE T17N R12W SEC 36: A 10.7144
LA	BOSSIER	17.00007.00A	BILLY JACK TAYLOR	RESOURCES, INC. MARCAT, INC.	9/8/1972	LA	BOSSIER	490	116	247108	AC TRACT IN W2 NE T16N R12W SEC 1: LOT 5 OF
LA	BOSSIER	17.00021.000	ET UX CLOYE JACK GARNER ET UX	CAMTERRA RESOURCES, INC.	5/14/1997	LA	BOSSIER	1131	951	635509	RIVER VILLAGE SUBDIVISION T16N T12W SEC 1: LOT 9 HILLTOP ACRES UNIT 2
LA	BOSSIER	17.00014.00A	BILLY JAMES CRAFT ET UX	MARCAT, INC.	9/19/1972	LA	BOSSIER	501	444	253518	SUBDIVISION IN NE BEING 5.885 ACRES T16N R12W SEC 1: A 6.0 ACRE TRACT OF LAND, MORE OR
LA	BOSSIER	17.00028.000	WILEY C ANDREWS	GENE M GRISWOLD	9/28/1971	LA	BOSSIER	475	756	237073	LESS MORE PARTICULARLY DESCRIBED IN LEASE T16N R12W SEC 2: 19.31 ACRES
	DOCCUED	47,00025,000	ET UX	ET UX	C/00/4070	T.A.	POCCIED	406	200	244555	(RESURVEYED AS 23.789 ACRES) IN SW OF SECTION
LA	BOSSIER BOSSIER	17.00035.000 17.00049.000	G B LEMAY ET UX  J ALFRED	MARCAT, INC.	6/28/1972 9/12/1974	LA	BOSSIER BOSSIER	486 538	298 296	244555 272211	T16N R11W SEC 6: EAST 13.333 ACRES OF SE NE
LA	BOSSIER	17.00049.000	DEGUEURCE	O B MOBLEY JR	9/12/19/4	LA	DOSSIER	336	290	2/2211	T16N R12W SEC 13: GOVERNMENT LOTS 6, 7, 9 & 10, SW SE
											SEC 11 LYING NORTH AND EAST OF FLAT RIVER AND EAST OF BULLFIGHT BAYOU T16N R12W SEC 12: NE NE AND LOT 7 (FRACTIONAL SE NE) LYING NORTH OF RED CHUTE BAYOU T16N R12W SEC 13: ALL OF SEC IN N2 LYING AND WEST OF RED CHUTE BAYOU AND NORTH OF SMALL BAYOU WHICH CONNECTS FLAT RIVER AND RED CHUTE BAYOU T16N R12W SEC 14: FRACTIONAL NE LYING EAST OF FLAT RIVER AND NORTH OF SMALL BAYOU BA
LA	BOSSIER	17.00063.000	ROBERT D SYLVESTER ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	90	247101	T16N R11W SEC 18: LOT 15 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00070.000	EDWIN D CARLYLE ET UX	MARCAT, INC.	9/25/1972	LA	BOSSIER	490	76	247097	T16N R11W SEC 18: LOT 11 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00084.000	ALBERT BROWN	PAR OIL CORPORATION	9/14/1972	LA	BOSSIER	495	481	250310	T17N R11W SEC 31: LOT 44 OF HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00077.00A	JOSEPH H ELSTON	CAMTERRA RESOURCES, INC.	7/27/2004	LA	BOSSIER	1315		811959	TIGN R11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL, 14.582 ACRES, SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE
LA	BOSSIER	17.00077.00B	R D ELSTON SR	CAMTERRA RESOURCES, INC.	7/27/2004	LA	BOSSIER	1315		811958	T16N R.11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL, 14.582 ACRES, SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE
LA	BOSSIER	17.00077.00C	EVELYN ELSTON JOHNSON	CAMTERRA RESOURCES, INC.	7/27/2004	LA	BOSSIER	1315		811957	TI 6N R11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL, 14.582 ACRES, SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE
LA	BOSSIER	17.00091.000	JIMMY E WIDIGER	PAR OIL CORPORATION	10/7/1972		BOSSIER	495	469	250307	T17N R11W SEC 31: LOT 34 OF THE HILL TOP SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00077.00D	DAVID M ELSTON	CAMTERRA RESOURCES, INC.	7/27/2004	LA	BOSSIER	1315		812297	T16N R11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL, 14.582 ACRES, SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE
LA	BOSSIER	17.00077.00E	EMIL D BRUPBACHER JR	CAMTERRA RESOURCES, INC.	9/29/2003	LA	BOSSIER	1314		811661	TI 6N R11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL, 14.582 ACRES SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE
LA	BOSSIER	17.00077.00F	PATRICIA B BURKETT	CAMTERRA	9/29/2003	LA	BOSSIER	1314		811660	T16N R11W SEC 19: LOT A IN

RESOURCES.	INC

LA BOSSIER 17.00077.00G JACK R BRUPBACHER CAMTERRA 9/29/2003 LA BOSSIER 1314 811659 RESOURCES, INC.

PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL., 14.582 ACRES, SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE T16N R11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL., 14.582 ACRES SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST SIDE OF SE NE

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LA	BOSSIER	17.00077.00H	LINDA BRUPBACHER CRAWFORD	CAMTERRA RESOURCES, INC.	9/29/2003	LA	BOSSIER	1314		811658	TI6N R11W SEC 19: LOT A IN PARTITION DEED EXECUTED BY EMILY ELSTON HODGES ET AL, 14.582 ACRES SEC 19: TRACT #2, BEING 8.1 ACRES IN A STRIP OFF THE EAST
LA	BOSSIER	17.00105.000	GEORGE D MARLAR SR ET UX	PAR OIL CORPORATION	8/14/1972	LA	BOSSIER	488	392	246092	SIDE OF SE NE T17N R11W SEC 31: LOT 11 OF THE HILL TOP ACRES
LA	BOSSIER	17.00098.00A	MAJOR FELTON ABBITT ET AL	PAR OIL CORPORATION	9/26/1974	LA	BOSSIER	528	637	268776	SUBDIVISION, 5 ACRES T17N R11W SEC 31: LOT 24 OF THE HILL TOP SUBDIVISION, 5
LA	BOSSIER	17.00098.00B	HENRY G HOBBS	PAR OIL CORPORATION	10/15/1974	LA	BOSSIER			269075	ACRES T17N R11W SEC 31: LOT 24 OF THE HILL TOP SUBDIVISION, 5
LA	BOSSIER	17.00119.000	TENNER HAMILTON	CAMTERRA	6/6/1997	LA	BOSSIER			640919	ACRES T17N R12W SEC 36: A 10.7144
LA	BOSSIER	17.00112.00A	BELL ET AL SAM MURRAY ET AL	RESOURCES, INC. PAR OIL	9/22/1972	LA	BOSSIER	490	877	247615	AC TRACT IN W2 NE T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00B	WALTER T MCCOOK	CORPORATION PAR OIL	4/11/1975	LA	BOSSIER	540	895	273928	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00004.00A	ET AL JULIA MCDADE	CORPORATION DUDLEY R MEIER	3/15/1972	LA	BOSSIER	482	513	241862	T16N R12W SEC 1: ALL OF
			SMITH ET AL								THAT PORTION OF SECTION LYING SOUTH, WEST AND NORTH OF RED CHUTE BAYOU; TI6N R12W SEC 2: S2 S2 ALL OF THAT PORTION OF SECTION LYING SOUTH OF STATE HWY 527 T16N R12W SEC 11: ALL OF THAT PORTION OF SECTION LYING NORTH AND EAST OF FLAT RIVER: T16N R12W SEC 12: ALL OF THAT PORTION OF SECTION LYING SOUTH AND WEST OF RED CHUTE BAYOU T16N R12W SEC 13: ALL OF THAT PORTION OF SECTION LYING WEST OF RED CHUTE BAYOU AND NORTH OF SMALL BAYOU; T16N R12W SEC 14: ALL OF THAT PORTION OF SECTION LYING EAST OF FLAT RIVER AND NORTH OF SMALL BAYOU TO SMALL BAYOU FOR FOR SMALL BAYOU FOR
LA	BOSSIER	17.00018.000	CHARLES RAYMOND COMMANDER	CAMTERRA RESOURCES, INC.	5/20/1997	LA	BOSSIER	1132	487	635883	T16N T12W SEC 1: LOT 1 HILLTOP ACRES UNIT 2 SUBDIVISION IN NE ACCORDING TO THE PLAT RECORDED IN BOSSIER
LA	BOSSIER	17.00011.00A	BILLY JEAN MOSLEY ET UX	MARCAT, INC.	9/11/1972	LA	BOSSIER	490	108	247106	PARISH T16N R12W SEC 1: LOT 2 OF RIVER VILLAGE
LA	BOSSIER	17.00025.000	IRMA TOMPKINS ET AL	PAR OIL CORPORATION	9/24/1971	LA	BOSSIER	482	816	242045	SUBDIVISION, 1.82 ACS T16N R12W SEC 2: 320 ACRES (RESURVEYED AS 294.052 ACRES) IN THE EAST OF SECTION LYING NORTH OF STATE HWY AND SOUTH OF
LA	BOSSIER	17.00032.00A	ELIZABETH LISTER ET AL	MARCAT, INC.	7/8/1972	LA	BOSSIER	486	310	244558	BAYOU T16N R11W SEC 6: SE SW, SW SE LESS A TRACT OFF OF THE EAST SIDE OF SW SE, 80.884
LA	BOSSIER	17.00032.00B	MORA LISTER ET UX	MARCAT, INC.	7/8/1972	LA	BOSSIER	487	475	245483	ACRES T16N R11W SEC 6: SE SW, SW SE LESS A TRACT OFF OF THE EAST SIDE OF SW SE, 80.884
LA	BOSSIER	17.00032.00C	JOHN LISTER ET AL	MARCAT, INC.	7/8/1972	LA	BOSSIER	487	461	245478	ACRES T16N R11W SEC 6: SE SW, SW SE LESS A TRACT OFF OF THE EAST SIDE OF SW SE, 80.884
LA	BOSSIER	17.00046.000	THOMAS G STEWART ET UX	MARCAT, INC.	8/23/1972	LA	BOSSIER	490	100	247104	ACRES T16N R12W SEC 13: PART OF LOTS 21, 22 & 23 OF THE ISLAND SUBDIVISION T16N R11W SEC 18: PART OF LOTS 21, 22 & 23 OF THE ISLAND
LA	BOSSIER	17.00039.00A	JAMES W MCCLENDON JR ET	DUDLEY R MEIER	3/14/1972	LA	BOSSIER	483	253	242316	SUBDIVISION T16N R11W SEC 7: SE SEC 18: E2 NE
LA	BOSSIER	17.00039.00B	AL JOHN W ROBERTSON	DUDLEY R MEIER	2/28/1972	LA	BOSSIER	481	507	241118	T16N R11W SEC 7: SE SEC 18: E2 NE
LA	BOSSIER	17.00053.000	STATE OF LA 5849	HERSCHEL M DOWNS	4/17/1972	LA	BOSSIER	483	509	242506	T16N R12W SEC 13: THE BEDS AND BOTTOMS OF RED CHUTE BAYOU T16N R11W SEC 18: BEDS AND BOTTOMS OF WATER BODIES IN SW SEC 19: BEDS AND BOTTOMS OF
LA	BOSSIER	17.00060.000	RAYMOND L ELSTON ET AL	O B MOBLEY JR	6/15/1973	LA	BOSSIER	505	402	255683	WATER BODIES IN N2 T16N R11W SEC 18: PART OF LOT B OF THE PARTITION OF THE J W ELSTON PLANTATION T16N R11W SEC 19: PART OF LOT B OF THE PARTITION OF THE J WE ISTON BLANTATION THE LW ELSTON BLANTATION
LA	BOSSIER	17.00067.000	FRED DANIEL HICKOX ET UX	MARCAT, INC.	8/22/1972	LA	BOSSIER	490	58	247091	THE J W ELSTON PLANTATION T16N R11W SEC 18: LOTS 4 & 5 OF THE ISLAND SUBDIVISION
LA	BOSSIER	17.00074.000	EMILY MCDADE AVERETT ET AL	DUDLEY R MEIER	3/16/1972	LA	BOSSIER	482	522	241864	OF THE ISLAND SUBJIVISION T16N R1IW SEC 19: LOT C OF THE PARTITION OF THE J W ELSTON PLANTATION, BEING 39.042 ACS IN W2 NE LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER	17.00088.000	DOROTHY B LYNCH ET AL	PAR OIL CORPORATION	8/9/1972	LA	BOSSIER	488	388	246091	T17N R11W SEC 31: LOTS 6, 7, 9, 10, 17, 18, 19, 22, 23, 27, 40, 47 OF HILL TOP ACRES SUBDIVISION, 48.5 ACRES
LA	BOSSIER	17.00081.00A	CHARITY MIMS ET AL	PAR OIL CORPORATION	8/15/1973	LA	BOSSIER	506	851	256559	T17N R11W SEC 31: SE, SW NE SEC 32: E2 NE
LA	BOSSIER	17.00081.00B	MRS VIRGIL J HALL ET AL	PAR OIL CORPORATION	10/11/1972	LA	BOSSIER	501	309	253433	T17N R11W SEC 31: W2 SE
LA	BOSSIER	17.00081.00C	JOE MIMS ET AL	PAR OIL CORPORATION	9/18/1972		BOSSIER	490	862	247609	T17N R11W SEC 31: W2 SE SEC 32: NE, E2 NW
LA	BOSSIER	17.00081.00D	ARMAND W ROOS JR ET AL	PAR OIL CORPORATION	10/16/1972	LA	BOSSIER			253430	T17N R11W SEC 31: W2 SE
LA	BOSSIER	17.00081.00E	KATHERINE S TYRRELL	PAR OIL CORPORATION	8/21/1972	LA	BOSSIER	488	65	245842	T17N R11W SEC 31: W2 SE SEC 32: E2 NE
LA	BOSSIER	17.00081.00F	STAUNTON B SAMPLE	PAR OIL CORPORATION	8/21/1972	LA	BOSSIER	488	73	245844	T17N R11W SEC 31: W2 SE SEC 32: E2 NE
LA	BOSSIER	17.00081.00G	FRANCES S BOLTON	PAR OIL CORPORATION	8/21/1972	LA	BOSSIER	488	408	246096	T17N R11W SEC 31: W2 SE SEC 32: E2 NE
LA	BOSSIER	17.00081.00H	ELEANOR S SCOTT	PAR OIL CORPORATION	8/21/1972	LA	BOSSIER	488	69	245843	T17N R11W SEC 31: W2 SE SEC 32: E2 NE
LA	BOSSIER	17.00081.00I	ROXIE MIMS GREEN	PAR OIL	4/2/1973	LA	BOSSIER	499	520	252423	T17N R11W SEC 31: W2 SE SEC

				CORPORATION							32: E2 NE
LA	BOSSIER	17.00081.00J	OLIVER H P SAMPLE	PAR OIL CORPORATION	8/21/1972	LA	BOSSIER	488	61	245841	T17N R11W SEC 31: W2 SE SEC 32: E2 NE
LA	BOSSIER	17.00081.00K	HARNEY S BOGAN	PAR OIL CORPORATION	4/6/1973	LA	BOSSIER	499	87	252173	T17N R11W SEC 31: W2 SE SEC 32: E2 NE
LA	BOSSIER	17.00081.00L	ESSIE MAE BRYANT	PAR OIL CORPORATION	8/16/1973	LA	BOSSIER	507	477	256900	T17N R11W SEC 31: W2 SE
LA	BOSSIER	17.00081.00M	MRS VIRGIL J HALL ET AL	PAR OIL CORPORATION	10/11/1972	LA	BOSSIER	501	313	253434	T17N R11W SEC 32: E2 NE
LA	BOSSIER	17.00102.000	JIMMY W MAYS	PAR OIL CORPORATION	8/12/1972	LA	BOSSIER	488	376	246088	T17N R11W SEC 31: LOT 15 OF THE HILL TOP ACRES SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00081.00N	ARMAND W ROOS JR ET AL	PAR OIL CORPORATION	10/16/1972	LA	BOSSIER	501	301	253431	T17N R11W SEC 32: E2 NE
LA	BOSSIER	17.00081.00O	M KENNON HARVILL	PAR OIL CORPORATION	12/7/1972	LA	BOSSIER	492	670	248768	T17N R11W SEC 32: E2 NE

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LA	BOSSIER	17.00095.00A	VERDIE V JONES	PAR OIL CORPORATION	10/20/1972	LA	BOSSIER	495	441	250300	T17N R11W SEC 31: LOT 29 OF THE HILL TOP SUBDIVISION, 5 ACRES
LA	BOSSIER	17.00095.00B	H F AMPHION JR	PAR OIL CORPORATION	8/8/1973	LA	BOSSIER	506	830	256538	T17N R11W SEC 31: LOT 29 OF THE HILL TOP SUBDIVISION, 5
LA	BOSSIER	17.00109.000	ARLIE DENNIS MOTE	PAR OIL CORPORATION	8/14/1972	LA	BOSSIER	488	384	246090	ACRES T17N R11W SEC 31: LOT 3 OF THE HILL TOP ACRES
LA	BOSSIER	17.00116.00A	ARMAND W ROOS JR ET AL	JAMES H BUTLER	5/19/1972	LA	BOSSIER	485	755	244109	SUBDIVISION, 5.55 ACRES T17N R11W SEC 32: E2 SE, W2 SW
LA	BOSSIER	17.00116.00B	ST JAMES LODGE 95 F&AM	PAR OIL CORPORATION	6/8/1973	LA	BOSSIER		787	255925	T17N R11W SEC 32: A TRIANGULAR TRACT IN NW SW, 1.73 ACS
LA	BOSSIER	17.00123.00A	WILLIE HENDERSON ET AL	CLARK ENERGY COMPANY INC	9/25/1997	LA	BOSSIER			644735	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	BOSSIER	17.00123.00B	ELLA EL-AMIN	CLARK ENERGY COMPANY INC	10/3/1997	LA	BOSSIER			645055	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	BOSSIER	17.00123.00C	BETTY JEAN J MARSHALL ETAL	CLARK ENERGY COMPANY INC	9/25/1997	LA	BOSSIER			645056	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	BOSSIER	17.00123.00D	OPHELIA HENDERSON SMITH	CLARK ENERGY COMPANY INC	6/16/1998	LA	BOSSIER			659829	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	BOSSIER	17.00123.00E	L B CAIN ET AL	CLARK ENERGY COMPANY INC	3/23/1998	LA	BOSSIER			658059	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	BOSSIER	17.00123.00F	ROY L HENDERSON ET AL	CLARK ENERGY COMPANY INC	3/20/1998	LA	BOSSIER			658058	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	BOSSIER	17.00123.00G	MILTON HENDERSON	CLARK ENERGY COMPANY INC	6/4/1998	LA	BOSSIER			662239	T17N R12W SEC 36: NE NE LESS 1 ACRE IN NW/C, N2 SE NE LESS 6 ACRES
LA	DE SOTO	17.00127.000	LIFFORD ALSENIOR WARE ETUX	CGT INC	1/3/2005	LA	DE SOTO	859	489	622837	THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 18.239 ACRES, MORE OR LESS, SITUATED IN THE SE SEC 11 AND SW SEC 12 TIAN R13W DE SOTO PARISH, LA AS MORE FULLY DESCRIBED IN LEASE
LA	DE SOTO	17.00128.000	ETHEL JEAN WARE	CGT INC	1/3/2005	LA	DE SOTO	839	423	615036	FOUR TRACTS CONTAINING 111.6695 ACRES, MORE OR LESS TRACT 1 EAST 5.625 ACRES IN NW4 OF SE4 AND THE WEST 45.9375 ACRES OF THE RORTH 57.5 ACRES OF THE RORTH 57.5 ACRES OF THE EA OF THE SE4 OF SEC 11, T14N R13W DE SOTO PARISH, LA WHICH TWO TRACTS COMBINE TO FORM 51.5625 ACRES; TRACT 2 SW4 OF NW4 OF SEC 12 T14N R13W DE SOTO PARISH, LA, LESS AND EXCEPT THE EAST 21.555 ACRES LEAVING A BALANCE OF 18.445 ACRES; TRACT 3 PART OF NW4 SW4 SEC 12 T14N R13W CONTAINING 18.239 ACRES AS MORE FULLY DESCRIBED IN LEASE; TRACT 4 NEA SW4 LESS AND THE SOUTH 6.15T ACRES AND THE SOUTH 6.15T ACRES OF THE SE4 NW4 ALL IN SEC 14 T14N R13W DE SOTO PARISH, LA CONTAINING 213 ACRES
LA	DE SOTO	17.00192.000	RALPH D COOK ET UX	CGT INC	1/16/2006	LA	DE SOTO	861	244	623457	T14N R13W SEC 13: A TRACT OUT OF THE NW NW CONTAINING 27.0 ACRES, MORE OR LESS; AND A TRACT OUT OF THE NW SE CONTAINING 37.0 ACRES, MORE OR LESS, AS FURTHER DESCRIBED IN THE LEASE
LA	DE SOTO	17.00126.000	GORDON PARISH FREUND ET AL	CGT INC	12/30/2004	LA	DE SOTO	854	539	621148	THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 40 ACRES, MORE OR LESS, SITUATED IN THE N2 NE4 SE4 SEC 10 AND N2 NW4 SW4 SEC 11, T14N R13W DE SOTO PARISH, LA AS MORE FULLY DESCRIBED IN LEASE
LA	DE SOTO	17.00129.000	EDGAR CASON ET UX	CGT INC	12/15/2004	LA	DE SOTO	839	421	615035	THAN RISW TWO TRACTS CONTAINING 64.375 ACRES, MORE OR LESS TRACT 1 CONTAINING 34.375 ACRES SITUATED IN NW4 OF SE4 SEC 11 T14N R13W DESOTO PARISH, LA FURTHER DESCRIBED AS THE WEST 34.375 ACRES OF NW4 SE4; AND TRACT 2 CONTAINING 29.577 ACRES SITUATED IN THE SE4 OF NW4 OF SEC 14; T14N R13W DE SOTO PARISH, LA FURTHER DESCRIBED AS THE NORTH 29.577 ACRES OF THE SOUTH 35.731 ACRES OF THE SOUTH 35.731 ACRES OF THE SOUTH 35.731 ACRES OF
LA	BOSSIER	17.00081.00P	FEIST PROPERTIES LLC	REAGAN ENERGY SERVICES LLC	6/16/2011	LA	BOSSIER			1024191	T17N R11W 80 ACRES, BEING THE W2 OF THE SE SECTION 31
LA	BOSSIER	17.00081.00Q	ROOS PROPERTIES LLC	REAGAN ENERGY SERVICES LLC	6/16/2011	LA	BOSSIER			1024190	T17N R11W 80 ACRES, BEING THE W2 OF THE SE SECTION 31
LA	BOSSIER	17.00081.00R	HENRY ROOS PROPERTIES LLC	REAGAN ENERGY SERVICES LLC	6/16/2011	LA	BOSSIER			1024190	T17N R11W 80 ACRES, BEING THE W2 OF THE SE SECTION 31
LA	BOSSIER	17.00081.00S	FLOYD ROOS PROPERTIES LLC	REAGAN ENERGY SERVICES LLC	6/16/2011	LA	BOSSIER			1024190	T17N R11W 80 ACRES, BEING THE W2 OF THE SE SECTION 31
LA	BOSSIER	17.00074.00B	EMILY MCDADE AVERETT SARTER	CAMTERRA RESOURCES PARTNERS, LTD	8/17/2004	LA	BOSSIER	1317	463	814331	SEC 19-T16N-R11W — LOT "C" OF THE ELSTON PARTITION AS PER MAP ATTACHED TO INSTRUMENT #102704 FILED IN CONVEYANCE BOOK 256 AT PAGE 347 CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA
LA	BOSSIER	17.00074.00A	JOE N. AVERETT, JR., ET AL	CAMTERRA RESOURCES PARTNERS, LTD	8/17/2004	LA	BOSSIER	1317	466	632933	SEC 19-T16N-R11W — LOT "C" OF THE ELSTON PARTITION AS PER MAP ATTACHED TO INSTRUMENT #102704 FILED

									IN CONVEYANCE BOOK 256 AT PAGE 347 CONVEYANCE RECORDS OF BOSSIER PARISH, LOUISIANA
LA	BOSSIER	17.00798.000	SUCCESSION OF WILLIAMS HODGES MERCER, SR.	CAMTERRA RESOURCES PARTNERS, LTD	10/3/2003	LA	BOSSIER	792619 / 801705	SEC 19-T16N-R11W -LOTS 3 & 4 AND S/2 OF SE/4, BEING ALL THAT PORTION OF E/2 OF SECTION 19, LYING SOUTH OF SOUTH RED CHUTE BAYOU, CONTAINING 185.133 ACRES, MORE OR LESS
LA	BOSSIER	17.00798.000	THEODORA LONG HODGES SURVIVORS TRUST	CAMTERRA RESOURCES PARTNERS, LTD	10/3/2003	LA	BOSSIER	792620 / 801707	SEC 19-T16N-R11W -LOTS 3 & 4 AND 5/2 OF SE/4, BEING ALL THAT PORTION OF E/2 OF SECTION 19, LYING SOUTH OF SOUTH RED CHUTE BAYOU, CONTAINING 185.133 ACRES, MORE OR LESS

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March   Marc	ST	PARISH	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDING STATE	RECORDING PARISH	СОВ	PACE	ENTRY	DESCRIPTION
PRINCE	LA						LA LA	PARISH BOSSIER	COR	PAGE		SEC 19-T16N-R11W -LOTS 3 & 4
A. BOSSIER   P.507RORD   AMERICAN PROPERTY				TRUST							801706	AND S/2 OF SE/4, BEING ALL THAT PORTION OF E/2 OF SECTION 19, LYING SOUTH OF SOUTH RED CHUTE BAYOU, CONTAINING 185.133 ACRES, MORE OR LESS
RATION OF LOTAN   AND PRICE   RATION	LA	BOSSIER	17.00798.000			10/3/2003	LA	BOSSIER			792622	SEC 19-T16N-R11W -LOTS 3 & 4
RECORD   RESPONSE   RECORD				TESTAMENTARY TRUST FBO LYNN B.							801709	THAT PORTION OF E/2 OF SECTION 19, LYING SOUTH OF SOUTH RED CHUTE BAYOU, CONTAINING 185.133 ACRES,
PARTNEIS, LTD	LA	BOSSIER	17.00798.000			10/3/2003	LA	BOSSIER			792623	SEC 19-T16N-R11W -LOTS 3 & 4
MITCHELLLLC   RISSORIES   SORIES   SO					PARTNERS, LTD							THAT PORTION OF E/2 OF SECTION 19, LYING SOUTH OF SOUTH RED CHUTE BAYOU, CONTAINING 185.133 ACRES, MORE OR LESS
PARTNERS, LTD	LA	BOSSIER	17.00798.000			10/3/2003	LA	BOSSIER			792624	SEC 19-T16N-R11W -LOTS 3 & 4 AND S/2 OF SE/4 BEING ALL
CLARK  CLARK  CLARK  CLARK  ARACAT.INC.  PALMER  MARCAT.INC.  PALMER  MA				MITCHELL, ELC							801710	THAT PORTION OF E/2 OF SECTION 19, LYING SOUTH OF SOUTH RED CHUTE BAYOU, CONTAINING 185.133 ACRES,
LA BOSSIER 17,0002,00C MARE LISTER PALMER PA	LA	BOSSIER	17.00032.00C		MARCAT, INC.	7/8/1972	LA	BOSSIER	490	128	247111	SEC 6-T16N-R11W: SE/4 of SW/4, SW/4 of SE/4 LESS A TRACT OFF OF THE EAST SIDE OF SW/4 of SE/4, 80.884 ACRES
LA   BOSSIER   17,0002,00C   DAVID LISTER   MARCAT, INC.   7/8-1972   LA   BOSSIER   487   469   245-489   SEC C-TION-RIIN-SEA-61   SAVIA SEA LESS A TRAC SAVIA SEA LESS A TRAC SAVIA SEA LESS A TRAC GET OF THE BACK STRICE   SAVIA SEA LESS A TRAC GET OF THE BA	LA	BOSSIER	17.00032.00C		MARCAT, INC.	7/8/1972	LA	BOSSIER	487	467	245479	SEC 6-T16N-R11W: SE/4 of SW/4, SW/4 of SE/4 LESS A TRACT OFF OF THE EAST SIDE OF
LA BOSSIER 17.00032.00C PROPERTIES. LA BOSSIER 17.00032.00C URA DELL ANDERSON PATTERSON PROPERTIES. THE PATTERSON PA	LA	BOSSIER	17.00032.00C	DAVID LISTER	MARCAT, INC.	7/8/1972	LA	BOSSIER	487	469	245480	SEC 6-T16N-R11W: SE/4 of SW/4, SW/4 of SE/4 LESS A TRACT OFF OF THE EAST SIDE OF
LA BOSSIER 17,0002,00C URA DELL MARCAT, INC. 78,1972 LA BOSSIER 24582 TISAN-RILW SEC, 654467 SWI dot 524 HESS ATTACK  AND SEER 17,0001,000 LARRY LEE DAVIS, INDIVIDUALLY AND AGENT AGENT AND AGENT AND AGENT AND AGENT AND AGENT AGENT AGENT AND AGENT A	LA	BOSSIER	17.00032.00C		MARCAT, INC.	7/8/1972	LA	BOSSIER	487	471	245481	SEC 6-T16N-R11W: SE/4 of SW/4, SW/4 of SE/4 LESS A TRACT OFF OF THE EAST SIDE OF
ACRE TRACT (RESURCY)   ACREM TAND   ACREM TRACT (RESURCY)   ATTORNEY IN FACT   FOR LINDA MAGGE	LA	BOSSIER	17.00032.00C		MARCAT, INC.	7/8/1972	LA	BOSSIER			245482	T16N-R11W SEC 6: SE/4 of SW/4, SW/4 of SE/4 LESS A TRACT OFF OF THE EAST SIDE OF SW/4 of SE/4, 80.884 ACRES
RIIM SEC 19. SW LESS 1,	LA	BOSSIER	17.00017.000	INDIVIDUALLY AND AGENT AND ATTORNEY IN FACT FOR LINDA MADGE		5/13/1997	LA	BOSSIER			673764	T16N R12W SEC 1: A 20.27 ACRE TRACT (RESURVEYED AS 20.117 ACRES) IN THE NE/4 DESCRIBED BY METES AND BOUNDS IN LEASE
RIIM SEC 19 SW LESS 1, FOR NEW 2100 CHURCH				MITCHELL								
R11W SEC 19. SW LESS 1. FOR NEW ZION CHURCH   DUDLEY R MEIER   36/1972   LA   BOSSIER   17.00040.000   STEVEN N. COWELL   DUDLEY R MEIER   36/1972   LA   BOSSIER   246414   TIGN R IN W SEC 7: LOTS 1 OF THE RESUBIDIVISION. LOTS 3 & 4 OF THE BURK PARTITION, LOCATED IN W2 NW TIGN R12W SEC 1. NO. AND LOT 7 (FRACTION SE NE) LLYING NORTH OF CHUTTE BAYOU   SE NE) LLYING NORTH												R11W SEC 19: SW LESS 1 ACRE FOR NEW ZION CHURCH
LA BOSSIER 17.00041.00A CARROL W. FEIST, ET ALL RESOURCES PARTINERS, LTD  LA BOSSIER 17.00041.00B CARROL W. FEIST, ET ALL SUBDIVISION OF BURKS ESTATE BAND LOTS 2, 4, 6, 6 THE ORIGINAL SUBDIVISION OF BURKS ESTATE BAND LOTS 2, 4, 6, 7 THE RESUBDIVISION OF BURKS ESTATE BAND LOTS 2, 4, 6,												R11W SEC 19: SW LESS 1 ACRE FOR NEW ZION CHURCH
LA BOSSIER 17.00041.00A ROOS PROPERTIES, CAMTERRA RESOURCES PARTNERS, LTD  LA BOSSIER 17.00041.00B CARROL W. FEIST, ET CAMTERRA RESOURCES PARTNERS, LTD  CARTOL W. FEIST, ET CAMTERRA AL RESOURCES PARTNERS, LTD  CARTOL W. FEIST, ET CAMTERRA RESOURCES PARTNERS, LTD  CAMTERRA 11/15/1995 LA BOSSIER  CAMTERRA 9/22/1995 LA BOSSIER  CAMTERRA 9/22/1995 LA BOSSIER  CAMTERRA 9/22/1995 LA BOSSIER  CAMTERRA 8650URCES RESOURCES RESOURCES PARTNERS, LTD  CAMTERRA 11/15/1995 LA BOSSIER  CAMTERRA 9/22/1995 LA BOSSIER  CAMTERRA 11/15/1995 LA BOSSIER  CAMTERRA 9/22/1995 LA BOSSIER  CAMTERRA 11/15/1995 LA BOSSIER  CAMTERRA 674467  TIGN RIIW SEC 12-LOTS OF THE ISLA 11/15/1995 LA BOSSIER  CAMTERRA 674467  TIGN RIIW SEC 12-LOTS OF THE ISLA 11/15/1995 LA BOSSIER  CAMTERRA 674467  TIGN RIIW SEC 12-LOTS OF THE ISLA 11/15/1995 LA BOSSIER  CAMTERRA 674467  TIGN RIIW SEC 12-LOTS OF THE ISLA 11/15/1995 LA BOSSIER  CAMTERRA 674467  TIGN RIIW SEC 12-LOTS OF THE ISLA 11/15/1995 LA	LA	BUSSIER	17.00040.000	SIEVEN N. COWELL	DODLET K WEIEK	3/0/1972	LA	BUSSIER			240414	OF THE RESUBDIVISION OF LOTS 3 & 4 OF THE BURKS PARTITION, LOCATED IN THE W2 NW T16N R12W SEC 12: NE NE AND LOT 7 (FRACTIONAL SE NE) LYING NORTH OF RED
LA BOSSIER 17.00041.00B CARROL W. FEIST, ET AL RESOURCES PARTNERS, LTD  AL PARTNERS, LTD  AL BOSSIER 17.00041.00B CARROL W. FEIST, ET AL PARTNERS, LTD  AL BOSSIER 17.00067.000 JACK L. KILLEN MARCAT, INC. 8/22/1972 LA BOSSIER  BOSSIER 17.00068.000 JACK L. KILLEN MARCAT, INC. 9/6/1972 LA BOSSIER 247092 TIGN RIJW SEC 18: LOT SECONDO THE ISLAND SUBDIVISION OF BURKS SETATE AND LOTS 19 & 20 OF THE ISLAND SUBDIVISION OF BURKS SETATE IN N2  LA BOSSIER 17.00068.000 JACK L. KILLEN MARCAT, INC. 9/6/1972 LA BOSSIER 247099 TIGN RIJW SEC 18: LOT SECONDO THE ISLAND SUBDIVISION OF BURKS SETATE IN N2  LA BOSSIER 17.00068.000 JACK L. KILLEN MARCAT, INC. 9/6/1972 LA BOSSIER 247099 TIGN RIJW SEC 18: LOT SECONDO THE ISLAND SUBDIVISION OF BURKS SETATE IN N2  LA BOSSIER 17.00045.000 JACK L. KILLEN MARCAT, INC. 9/6/1972 LA BOSSIER 247103 TIGN RIJW SEC 18: LOT SECONDO THE ISLAND SUBDIVISION OF BURKS SETATE IN N2  LA BOSSIER 17.00045.000 JACK L. KILLEN MARCAT, INC. 9/6/1972 LA BOSSIER 247103 TIGN RIJW SEC 18: LOT SECONDO THE ISLAND SUBDIVISION OF BURKS SETATE AND SUBDIVISION SUBDIVISION SUBDIVIS	LA	BOSSIER	17.00041.00A		RESOURCES	9/22/1995	LA	BOSSIER			672782	T16N R11W SEC 7: LOTS 1, 2, 5 & 6 OF THE ORIGINAL SUBDIVISION OF BURKS
Company	LA	BOSSIER	17.00041.00B		RESOURCES PARTNERS, LTD	11/15/1995	LA	BOSSIER			674467	TIGN RIIW SEC 7: LOTS 1 & 5 OF THE ORIGINAL SUBDIVISION OF BURKS ESTATE AND LOTS 2, 4, 6, 7 OF THE RESUBDIVISION OF LOTS 3 AND 4 OR THE ORIGINAL SUBDIVISION OF BURKS ESTATE IN N2
THE ISLAND SUBDIVISIO LA BOSSIER 17.00045.000 JACK L. KILLEN MARCAT, INC. 9/6/1972 LA BOSSIER 247103 T16N R12W SEC 13: PARTS LOTS 19 & 20 OF THE ISLA SUBDIVISION TION R11W 18: PART OF LOTS 19 & 20												T16N R11W SEC 18: LOTS 4 & 5 OF THE ISLAND SUBDIVISION
LOTS 19 & 20 OF THE ISL. SUBDIT TIEN TIEN 18: PART OF LOTS 19 & 20												T16N R11W SEC 18: LOT 13 OF THE ISLAND SUBDIVISION
	LA	BUSSIEK	17.00045.000	JACK L. KILLEN	MARCAI, INC.	9/6/1972	LA	DOSSIEK			24/103	LOTS 19 & 20 OF THE ISLAND SUBDIVISION T16N R11W SEC 18: PART OF LOTS 19 & 20 OF

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LA	BOSSIER	17.00069.00A	DAVID M. ELSTON	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER			604499	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00A	EMILE D. BRUPBACHER, SR.	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER			604500	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00A	LINDA BRUPBACHER CRAWFORD	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER			604501	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00A	EMILE D. BRUPBACHER, JR.	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER			604502	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00A	PATRICIA BRUPBACHER BURKETT	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER			604503	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00069.00A	JACK R. BRUPBACHER	DISCUS OIL CORPORATION	10/2/1995	LA	BOSSIER			604504	T16N R11W SEC 18: PART OF LOT A OF THE PARTITION OF THE J W ELSTON PLANTATION
LA	BOSSIER	17.00078.00A	MRS. NANNIE SKANNAL CARTER	WAYNE L SIMPSON	10/7/1970	LA	BOSSIER			229835	T17N R11W SEC 31: N2 NE, SW NW
LA	BOSSIER	17.00081.00A	RALSTON MIMS, JR.	PAR OIL CORPORATION	8/15/1973	LA	BOSSIER			257184	T17N R11W SEC 31: SE, SW NE; SEC 32: E2 NE
LA	BOSSIER	17.00081.00A	BETTY MIMS OLIVER	PAR OIL CORPORATION	8/15/1973	LA	BOSSIER			256901	T17N R11W SEC 31: SE, SW NE; SEC 32: E2 NE
LA	BOSSIER	17.00081.00A	DOROTHY MIMS	PAR OIL CORPORATION	8/15/1973	LA	BOSSIER			257185	T17N R11W SEC 31: SE, SW NE; SEC 32: E2 NE
LA	BOSSIER	17.00081.00C	WILLIE MAE SMITH SUDDUTH	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			247613	T17N R11W SEC 31: W2 SE ; SEC 32: NE, E2 NW
LA	BOSSIER	17.00081.00C	JORDAN MIMS, III	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			247612	T17N R11W SEC 31: W2 SE; SEC 32: NE, E2 NW
LA	BOSSIER	17.00081.00C	BILLIE SUE MIMS ALFORD	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			247611	T17N R11W SEC 31: W2 SE; SEC 32: NE. E2 NW
LA	BOSSIER	17.00081.00C	GEORGE H. MIMS	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			247610	T17N R11W SEC 31: W2 SE; SEC 32: NE, E2 NW
LA	BOSSIER	17.00081.00C	ANNIE T. MITCHELL	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			647614	T17N R11W SEC 31: W2 SE; SEC 32: NE, E2 NW
LA	BOSSIER	17.00081.00C	JOE MIMS, ET UX	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			248770	T17N R11W SEC 31: W2 SE; SEC 32: NE. E2 NW
LA	BOSSIER	17.00081.00C	WILLIE C. SMITH, JR.	PAR OIL CORPORATION	9/18/1972	LA	BOSSIER			247868	T17N R11W SEC 31: W2 SE; SEC 32: NE. E2 NW
LA	BOSSIER	17.00081.00B	PRODUCERS OIL & GAS COMPANY	PAR OIL CORPORATION	10/11/1972	LA	BOSSIER			269141	T17N R11W SEC 32: E2 NE
LA	BOSSIER	17.00081.00D	ARMAND W. ROOS, JR., AS ATTORNEY IN FACT FOR FLOYD D. ROOS	PAR OIL CORPORATION	10/16/1972	LA	BOSSIER			269142	T17N R11W SEC 31: W2 SE

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LA	BOSSIER	17.00100.00A	MARGIE RANDOLPH	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256772	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	ZENOBIA ORR	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256673	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	WILBUR SANDERS	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			258207	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	LILLIE WATSON	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256530	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	ELNORA WASHINGTON	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256535	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	EURAL WADE	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256534	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	F. B. SANDERS	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256560	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	LARCE SANDERS	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256537	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	IDA S. FARLEY	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256536	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	VIRGIE LEE YOUNG	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			256533	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00A	NEANETTA SANDERS CLOUTIER	PAR OIL CORPORATION	7/31/1973	LA	BOSSIER			259084	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00B	JOHN MANUEL JEFFERSON	PAR OIL CORPORATION	4/28/1973	LA	BOSSIER			253745	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00B	PICCOLA JEFFERSON MCDANIEL	PAR OIL CORPORATION	4/28/1973	LA	BOSSIER			253744	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00B	ZENOBIA JEFFERSON SPURLING	PAR OIL CORPORATION	4/28/1973	LA	BOSSIER			253743	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00B	IDA B. JEFFERSON CAIN	PAR OIL CORPORATION	4/28/1973	LA	BOSSIER			253742	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00B	BOOKER T. JEFFERSON, JR.	PAR OIL CORPORATION	4/28/1973	LA	BOSSIER			253741	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00100.00B	LEROY JEFFERSON	PAR OIL CORPORATION	4/28/1973	LA	BOSSIER			253740	T17N R11W SEC 31: NW NW
LA	BOSSIER	17.00112.00A	GEORGE MURRAY	PAR OIL CORPORATION	9/22/1972	LA	BOSSIER			248386	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	R. D. MURRAY	PAR OIL CORPORATION	9/22/1972	LA	BOSSIER			248387	T17N R11W SEC 32: NE SW

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					LEASE	RECORDING	RECORDING				
LA	BOSSIER	17.00112.00A	LESSOR / GRANTOR ANDREW MURRAY	PAR OIL	DATE 9/22/1972	LA STATE	PARISH BOSSIER	COB	PAGE	ENTRY 248388	DESCRIPTION T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	PAULINE G. REECE	CORPORATION PAR OIL	9/22/1972	LA	BOSSIER			257812	T17N R11W SEC 32: NE SW
				CORPORATION							
LA	BOSSIER	17.00112.00A	ERNESTINE M. PATTERSON	PAR OIL CORPORATION	9/22/1972	LA	BOSSIER			256213	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	NORA MAE MURRAY	PAR OIL CORPORATION	9/22/1972	LA	BOSSIER			257181	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	WANDA E. MULLINS	PAR OIL CORPORATION	9/22/1972	LA	BOSSIER			258118	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	RUTH ELOISE	PAR OIL	9/22/1972	LA	BOSSIER			258152	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	FOSTER JAMES MURRAY	CORPORATION PAR OIL	9/22/1972	LA	BOSSIER			248389	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00112.00A	ETHEL MURRAY	CORPORATION PAR OIL	9/22/1972	LA	BOSSIER			257135	T17N R11W SEC 32: NE SW
LA	BOSSIER	17.00113.000	JOHNSON HENRY JONES	CORPORATION PAR OIL	9/22/1972	LA	BOSSIER			248390	T17N R11W SEC 32: SW NW
LA	BOSSIER	17.00001.00A	JACK LANE KILLEN	CORPORATION PAR OIL	10/13/1971	LA	BOSSIER			244106	T16N R12W SEC 1: 217 ACRES
				CORPORATION							NORTH OF RED CHUTE BAYOU LESS TRACT ON EAST SIDE THEREOF DESCRIBED IN CONVEYANCE BOOK 241, PAGE 612 OF THE RECORDS OF BOSSIER PARISH, LA. (RESURVEYED TO COVER 221.819 ACRES.) T16N R12W SEC 1: 21.84 ACRES, BEING THAT PART OF THE 52 SW LYING WEST OF THE CENTER OF RED CHUTE BAYOU AND SOUTH OF THE CENTER LINE OF STATE HWY 934. (RESURVEYED TO COVER 21.095 ACRES.) T16N R12W SEC 2: 36 ACRES LOCATED IN THE SE OF SECTION LYING SOUTH OF THE CENTER OF STATE HWY 934. (RESURVEYED TO COVED 36 2620 ACRES HOW 934. (RESURVEYED TO COVED 36 2620 ACRES  HWY 934. (RESURVEYED TO COVED 36 2620 ACRES  TO SECTION STATE  HWY 934. (RESURVEYED TO COVED 36 2620 ACRES  TO SECTION STATE  **COVED 36 2620 ACRES **COVED 36 2620
LA	BOSSIER	17.00073.000	NANCY ELIZABETH SOUR RAY	DUDLEY R MEIER	3/16/1972	LA	BOSSIER			814325	COVER 36.368 ACRES) T16N-R11W SEC. 19 — LOT "D" BEING 36.11 ACRES IN THE NE/4 OF SECTION 19, LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER	17.00073.000	BEN SOUR, JR.	DUDLEY R MEIER	3/16/1972	LA	BOSSIER			814326	T16N-R11W SEC. 19 — LOT "D" BEING 36.11 ACRES IN THE NE/4 OF SECTION 19, LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER	17.00073.000	DAVID A. SOUR	DUDLEY R MEIER	3/16/1972	LA	BOSSIER			814327	T16N-R11W SEC. 19 — LOT "D" BEING 36.11 ACRES IN THE NE/4 OF SECTION 19, LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER	17.00073.000	MARGARET LINDSEY LYONS GODFREY	DUDLEY R MEIER	3/16/1972	LA	BOSSIER			814328	T16N-R11W SEC. 19 — LOT "D" BEING 36.11 ACRES IN THE NE/4 OF SECTION 19, LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER	17.00073.000	GRETCHEN ELSTON	DUDLEY R MEIER	3/16/1972	LA	BOSSIER			814330	T16N-R11W SEC. 19 — LOT "D"
			BRENNER AND MAMMIE ELIZABETH ELSTON								BEING 36.11 ACRES IN THE NE/4 OF SECTION 19, LYING NORTH OF THE RED CHUTE BAYOU
LA	BOSSIER WEBSTER	17.00516.000	THOMAS M PAXTON	CAMTERRA RESOURCES PARTNERS LTD	6/28/2003	LA	BOSSIER WEBSTER	1289 956	956 242	783809	TIGN RIOW SEC 4: LOTS 9 & 10 OF THE MILLER SUBDIVISION OF LAKE BISTINEAU, LOCATED IN THE NE QUARTER OF BOSSIER PARISH, AND THE SE QUARTER OF SECTION 33, T17N R10W OF WEBSTER PARISH; AS PER PLAT RECORDED IN BOOK 275, PAGE 497 OF BOSSIER PARISH, LA, & BOOK 3, PAGE 48 OF WEBSTER PARISH, LA, 144 ACRES
LA	BOSSIER WEBSTER	17.00517.000	JAY RANDOLPH OSTROM	CAMTERRA RESOURCES PARTNERS LTD	6/21/2003	LA	BOSSIER WEBSTER	1289 956	897 246	783810 463922	PARISH, LA. 1.44 ACRES T16N RIOW SEC 4: LOT 11 OF THE MILLER SUBDIVISION OF LAKE BISTINEAU, LOCATED IN THE NE QUARTER OF BOSSIER PARISH, AND THE SE QUARTER OF SECTION 33, TI'N RIOW OF WEBSTER PARISH; AS PER PLAT RECORDED IN BOOK 275 PAGE 497 OF BOSSIER PARISH, LA AND BOOK 3 PAGE 48 OF WESTER PARISH, LA. 1 ACRE

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					LEASE	RECORDING	RECORDING				
ST LA	PARISH BOSSIER WEBSTER	LEASE NO 17.00518.000	LESSOR / GRANTOR ROBERT WAYNE PARKER	LESSEE / GRANTEE CAMTERRA RESOURCES PARTNERS LTD	<u>6/28/2003</u>	LA	PARISH BOSSIER WEBSTER	COB 1289 956	PAGE 900 250	ENTRY 783811 463923	DESCRIPTION T16N RIOW SEC 4: LOTS 7 & 8 OF THE MILLER SUBDIVISION ON LAKE BISTINEAU, LOCATED IN THE NE QUARTER OF BOSSIER PARISH, AND THE SE QUARTER OF SECTION 33, T17N R10W OF WEBSTER PARISH, AS PER PLAT RECORDED IN BOOK 275, PAGE 497 OF BOSSIER PARISH, LA, AND BOOK 3 PAGE 48 OF WEBSTER PARISH, LA. 1.47 ACRES
LA	BOSSIER WEBSTER	17.00519.000	JIMMIE A CROMWELL ET UX	CAMTERRA RESOURCES PARTNERS LTD	6/28/2003	LA	BOSSIER WEBSTER	1289 956	903 254	783812 463924	TI'N RIOW SEC 33, WEBSTER PARISH, LA TION RIOW SEC 4, BOSSIER PARISH, LA A TRACT OF LAND, CONTAINING 1.04 ACRES, MORE OR LESS, BEING THE SAME LAND DESCRIBED IN THE DEED DATED MARCH 31, 1995 FROM WANDA JONES PARKER & THELMA JONES POWELL IN FAVOR OF JIMMIE A CROMWELL ET UX RECORDED IN VOLUME 816, PAGE 46, WEBSTER, PARISH,
LA	WEBSTER	17.00520.000	JIMMY LANE ROWELL	PENNZENERGY EXPLORATION & PRODUCTION LLC	6/22/1999	LA	WEBSTER	896	584	431555	LA TIJN R10W SEC 33: N2 NE NW, LESS & EXCEPT, A TRACT OF LAND BEGINNING AT A STEEL FENCE CORNER POST LOCATED 0.66 FT SOUTH & 1.06 FT WEST OF THE NE CORNER OF NW OF SEC 33, & RUN SOUTH 8 DEGREES 50 MINUTES 41 SECONDS WEST 158.90 FT TO A SET 5/8 IRON ROD: THENCE RUN WEST 136.30 FT TO A SET 5/8 IRON ROD: THENCE RUN NORTH 157.00 FT TO A SET 5/8 IRON ROD AT A FENCE: THENCE RUN 160.73 FT ALONG SAID FENCE TO THE POINT OF BEGINNING, THE EXCEPTED TRACT CONTAINING 0.54 ACRES, MORE OR LESS. WEBSTER PARISH, LA
LA	WEBSTER	17.00521.000	FRED EARNEST PHILLIPS ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	7/8/1999	LA	WEBSTER	896	581	431554	T17N R10W SEC 33: W2 SW WEBSTER PARISH, LA CONTAINING 80 ACRES, MORE OR LESS
LA	WEBSTER	17.00522.000	JOE B WHEAT ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	8/26/1999	LA	WEBSTER	897	324	431925	TI'N RIOW SEC 33: 7.29 ACRES, MORE OR LESS. FROM THE SE CORNER OF SEC 33, RUN NORTH 0 12' WEST 524.4 FT TO THE NORTH ROW OF THE GREEN PARK ROAD FOR THE POB: THENCE RUN NORTH 0 12' WEST 566.53 FT. THENCE RUN WEST 541.23 FT. THENCE RUN SOUTH 0 12' EAST 366.53 FT TO THE NORTH ROW OF THE GREEN PARK ROAD, THEN RUN EAST ALONG THE NORTH ROW OF THE GREEN PARK ROAD 541.23 FT TO
LA	WEBSTER	17.00523.000	BILLY CARROLL LANGFORD ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	7/27/1999	LA	WEBSTER	897	327	431926	THE POB T17N R10W SEC 33: FROM THE SE CORNER OF SEC 33 RUN NORTH 0 12' WEST 524.4 FT TO THE NORTH ROW OF THE GREEN PARK RD: THENCE RUN 0 12' WEST 1086.53 FT TO THE POB: THENCE RUN SOUTH 89 30' WEST 232.9 FT: THENCE RUN NORTH 0 12' EAST 1059.07 FT: THENCE RUN SOUTH 89 30' FT WEST 274 FT: THENCE RUN NORTH 0 12' EAST 1059.07 FT: THENCE RUN SOUTH 89 30' FAST 525.85 FT: THENCE RUN SOUTH 89 30' EAST 525.85 FT: THENCE RUN SOUTH 89 30' EAST THE POB: AND FROM THE SE CORNER OF SECTION 33 RUN NORTH 0 12' WEST 524.4 FT TO THE NORTH ROW OF THE GREEN PARK RD: THENCE RUN NORTH 0 12' WEST 586.53 FT TO THE POB: THENCE CONTINUE NORTH 0 12' WEST 586.53 FT TO THE POB: THENCE CONTINUE NORTH 0 12' WEST 580.53 FT TO THE POB: THENCE CONTINUE NORTH 0 12' WEST 580.53 FT TO THE POB: THENCE CONTINUE NORTH 0 12' WEST 580.51' THENCE RUN WEST 541.23 FT: THENCE
LA	WEBSTER	17.00524.000	HENRY HORACE	PENNZENERGY	7/28/1999	LA	WEBSTER	897	333	431928	RUN SOUTH 0 12' EAST 500 FT: THENCE RUN EAST 541.23 FT TO THE POB. CONTAINING 12.50 ACRES, MORE OR LESS WEBSTER PARISH, LA T17N R10W SEC 33: SE SW &
ыA	WEDSTER	17.00324.000	HENRY HORACE WINDHAM ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	7/20/1999	Lat	WEDSTER	037	333	731320	ALL THAT PART OF THE NE SW & THE E2 SE NW LYING SOUTH OF THE CENTERLINE OF LOUISIANA HIGHWAY 527. CONTAINING 82.00 ACRES, MORE OR LESS
LA	WEBSTER	17.00525.000	JIMMY RAY BELL ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	7/15/1999	LA	WEBSTER	897	342	431931	WEBSTER PARISH, LA T17N RIOW SEC 33: S2 NE NW & LOTS 1 THRU 15 OF THE PALMETTO BEACH ESTATES ANNEX, UNIT NO. 1, A SUBDIVISION AS SHOWN BY MAP & PLAT THEREOF ON FILE & OF RECORD IN MAP BOOK 3

											PAGE 50 OF MAP RECORDS, WEBSTER PARISH, LA. CONTAINING 40.00 ACRES,
											MORE OR LESS
LA	WEBSTER	17.00526.000	PARRIS A DIPAUL ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	7/22/1999	LA	WEBSTER	897	360	431938	T17N R10W SEC 33: 58.736 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN LEASE. WEBSTER PARISH, LA
LA	WEBSTER	17.00527.000	LARRY KENNETH LEE ET UX	PENNZENERGY EXPLORATION & PRODUCTION LLC	8/26/1999	LA	WEBSTER	897	330	431927	T17N R10W SEC 33: 7.30 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN LEASE.
											WEBSTER PARISH, LA

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ST	PARISH	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDING STATE	RECORDING PARISH	СОВ	PAGE	ENTRY	DESCRIPTION
LA	WEBSTER	17.00528.000	NAOMI JEAN PROCELL	PENNZENERGY EXPLORATION & PRODUCTION LLC	7/21/1999	LA	WEBSTER	897	352-A	431935	T17N R10W SEC 33: ALL OF THAT PART OF THE W2 NW LYING NORTH OF THE CENTERLINE OF LOUISIANA HIGHWAY 527. 50.20 ACRES, MORE OR LESS
LA	WEBSTER	17.00529.000	JOHN STEWART SLACK III	PENNZENERGY EXPLORATION &	7/1/1999	LA	WEBSTER	897	336	431929	T17N R10W SEC 33: E2 NE CONTAINING 80.00 ACRES,
LA	WEBSTER	17.00530.000	JIMMIE LEE FRENCH ET UX	PRODUCTION LLC DEVON ENERGY PRODUCTION CO	6/12/2000	LA	WEBSTER	910	413	438374	MORE OR LESS T17N R10W SEC 33: 2.00 ACRES, MORE OR LESS, BEGINNINGING IN THE NE CORNER OF THE SW NW SE; AND LOTS 37 & 38 OF THE PALMETTO BEACH ESTATES ANNEX, UNIT NO. 1, A SUBDIVISION AS SHOWN BY PLAT FILE DI N BOOK 3 PAGE 50, WEBSTER PARISH, LA; MORE PARTICULARLY DESCRIBED IN LEASE
LA	WEBSTER	17.00531.000	RONALD SCOTT FOGELSON ET UX	DEVON ENERGY PRODUCTION CO	6/22/2000	LA	WEBSTER	910	397	438369	TI7N R10W SEC 33: 3.23 ACRES, MORE OR LESS, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN CASH SALE DEED DATED OCTOBER 16TH, 1988 FROM BRYAN KEITH VANDERKOOL AND ELLZABETH DIANE LABORDE VANDERKOOL TO RONALD SCOTT FOGELSON AND SANDRA DANIELLE MARKS FOGELSON, SAID DEED FILED NOVEMBER 17TH, 1998 UNDER INSTRUMENT NO. 242470 IN BOOK 882 PAGE 757, CONVEYANCE RECORDS, WEBSTER PARISH, LA
LA	WEBSTER	17.00532.000	ELMORE LOUIS MORRIS ET UX	DEVON ENERGY PRODUCTION CO	7/6/2000		WEBSTER	910	387	438365	TI7N R10W SEC 33: 3.00 ACRES, MORE OR LESS, LOCATED IN THE N2 SW NW SE. LESS AND EXCEPT 2.00 AC, MORE OR LESS, DESCRIBED AS BEGINNING AT THE NE CORNER OF THE SW NW SE OF SECTION 33, THENCE RUN SOUTH 330 FT, THENCE WEST 264 FT, THENCE NORTH 330 FT, THENCE EAST 264 FT TO THE POB
LA	WEBSTER	17.00533.000	GERALDINE SCOTT RICHARDSON	DEVON ENERGY PRODUCTION CO	7/12/2000	LA	WEBSTER	912	001	438979	TITN RIOW SEC. 33: BEGINNING AT THE SV CORNER OF THE S2 SW NW SE OF SECTION 33, THENCE RUN EAST 440 FT TO THE POB, THEN MORE PARTICULARLY DESCRIBED IN LEASE, CONTAINING 1.00 AC, MORE OR LESS; AND BEGINNING AT THE SW CORNER OF THE S2 SW NW SE OF SECTION 33, THENCE RUN NORTH 111.79 FT TO THE POB, THENCE RUN PAST 400 FT, THENCE RUN NORTH TO THE NORTH LINE OF SAID S2 SW NW SE OF SECTION 33, THENCE RUN WEST 400 FT TO THE WEST LINE OF THE NW SE OF SECTION 33, THENCE RUN SOUTH TO THE POB, BEING THAT LAND OF ARDELL & SARAH GILBERT SCOTT, BOTH DECEASED, CONTAINING 2.00 AC, MORE OR LESS
LA	WEBSTER	17.00534.000	ELDRIDGE LEON HEARN	CAMTERRA RESOURCES PARTNERS LTD	5/2/2003	LA	WEBSTER	956	290	463933	OR LESS TI7N RIOW SEC 33: 2.20 ACRES, MORE OR LESS, BEING LOTS 35 & 36, PALMETTO BEACH ESTATES, ANNEX UNIT NO. 1, A SUBDIVISION OF WEBSTER PARISH, LA, AS PER PLAT RECORDED AT BOOK 3, PAGE 50, WEBSTER PARISH, LA
LA	WEBSTER	17.00535.000	JAMES SCOTT ET UX	CAMTERRA RESOURCES PARTNERS LTD	5/2/2003	LA	WEBSTER	956	282	463931	TI7N R10W SEC 33: 1.00 ACRE, MORE OR LESS, BEGINNING AT THE NE CORNER OF THE S2 SW NW SE OF SECTION 33 FOR THE POB; THENCE RUN 260 FT WEST, THENCE 165 FT SOUTH, THENCE 260 FT EAST, THENCE 165 FT NORTH TO
LA	WEBSTER	17.00536.000	MICHAEL R POWELL	CAMTERRA RESOURCES PARTNERS LTD	11/12/2002	LA	WEBSTER	953	391	462345	THE POB T17N R10W SEC 33: .87 ACRES, MORE OR LESS, LOTS 5, 6, AND 7 S.P. BEDDINGFIELD SUBDIVISION AS PER PLAT RECORDED IN BOOK 2, PAGE 100, WEBSTER PARISH, LA & BEING THE SAME LOTS DESCRIBED IN THAT CERTAIN CASH DEED DATED JUNE 1, 1973 FROM FAYE MCCROCKLIN TO MICHAEL R POWELL, HUSBAND OF STARLA B POWELL, RECORDED IN BOOK 422, PATE 125, OF THE CONVEYANCE RECORDS OF
LA	WEBSTER	17.00537.000	CHARLES FLOYD CLARY ET UX	CAMTERRA RESOURCES PARTNERS LTD	11/12/2002		WEBSTER	953	364	462336	WEBSTER PARISH, LA T17N R10W SEC 33: .29 ACRES, MORE OR LESS, LOT 8, S.P. BEDDINGFIELD SUBDIVISION AS PER PLAT RECORDED IN BOOK 2, PAGE 100, CONVEYANCE RECORDS OF WEBSTER PARISH, LA
LA	WEBSTER	17.00538.000	RICHARD K WREN	CAMTERRA RESOURCES PARTNERS LTD	11/13/2002	LA	WEBSTER	953	397	462347	T17N R10W SEC 33: 29 ACRES, MORE OR LESS, LOT 12, S.P. BEDDINGFIELD SUBDIVISION AS PER PLAT RECORDED IN BOOK 2, PAGE 100,

										CONVEYANCE RECORDS OF WEBSTER PARISH, LA
LA	WEBSTER	17.00539.000 17.00540.000	DONNA A MCCOY DUVALL	CAMTERRA RESOURCES PARTNERS LTD	11/6/2002	WEBSTER	953	373	462339 462342	TITN R10W SEC 33: 2.00 ACRES, MORE OR LESS. A TRIANGULAR PARCEL OF LAND DESCRIBED AS FOLLOWS: FROM A TWO INCH IRON PIN LOCATED AT THE SW CORNER OF SECTION 33, RUN THENCE NORTH 60 FT TO A TWO INCH IRON PIPE AND THE POB OF THE TRACT HEREIN DESCRIBED; RUN THENCE WEST 417.4 FT TO A POINT MARKED BY A 1 1/2 INCH IRON PIPE; THENCE NORTH 45 DEGREES EAST 590.36 FT TO A POINT ON THE EAST LINE OF SECTION 33; THENCE SOUTH 417.4 FT TO THE POB, BEING THE SAME TRACT DESCRIBED IN THAT CERTAIN CASH DEED DATED JULY 27TH, 1966 FROM MRS LOLA PAGE BUCKNER & MRS LUCY BUCKNER DURAN TO GLEN WARDLAW, ET UX, SAID DEED RECORDED IN CONVEYANCE BOOK 362, PAGE 679 OF THE RECORDS, WEBSTER PARISH, LA
1		27.000.000	MCVEY ETAL	RESOURCES PARTNERS LTD	12.13/2002	·· EBOTER		302	.02042	MORE OR LESS, LOT 13 S.P. BEDDINGFIELD SUBDIVISION AS PER PLAT RECORDED IN BOOK 2, PAGE 100, CONVEYANCE RECORDS OF WEBSTER PARISH I.A

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					LEASE	RECORDING	RECORDING		****		
LA	PARISH WEBSTER	17.00541.000	LESSOR GRANTOR ROBBIE DOUGLAS MCCOY	LESSEE / GRANTEE CAMTERRA RESOURCES PARTNERS LTD	DATE 10/14/2002	STATE	PARISH WEBSTER	953	PAGE 379	ENTRY 462341	DESCRIPTION T17N R10W SEC 33: 7.00 ACRES, MORE OR LESS DESCRIBED AS THE SOUTH 464.40 FT OF THE EAST 815.90 FT OF THE SE SE, LESS & EXCEPT TWO (2) ACRES, MORE OR LESS, DESCRIBED AS BEGINNING 60 FT NORTH OF THE SE CORNER OF SECTION 33, THENCE RUN WEST A DISTANCE OF 417.4 FT; THENCE RUN NORTH 45 DEGRES TO THE EAST LINE OF SECTION 33; THENCE RUN SOUTH 417.4 FT
LA	BOSSIER WEBSTER	17.01974.00A	ALVIN BERNARD SMITH	CAMTERRA RESOURCES PARTNERS LTD	1/7/2003	LA	BOSSIER WEBSTER	1284 953	34 128	776924	TO THE POB T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00B	BERNICE C SMITH	CAMTERRA RESOURCES PARTNERS LTD	1/7/2003	LA	BOSSIER WEBSTER	1284 953	37 131	776925	TITN RIOW SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TIGN RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00C	ANDREW T FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/18/2002	LA	BOSSIER WEBSTER	1285 953	116 408	778102	TITN R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00D	DAVID RAY FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	119 412	778103	TITN RIOW SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TI6N RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00E	ERNEST FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	122 416	778104	TITN R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER
LA	BOSSIER WEBSTER	17.01974.00F	JIMMY LEA FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	125 420	778105	PARISH, LA T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER
LA	BOSSIER WEBSTER	17.01974.00G	HENRY FEASTER III	CAMTERRA RESOURCES PARTNERS LTD	11/25/2002	LA	BOSSIER WEBSTER	1285 953	128 424	778106	PARISH, LA T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER RADISH LA
LA	BOSSIER WEBSTER	17.01974.00H	JOANN FEASTER JAMES ET VIR	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	131 428	778107	PARISH, LA T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA

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СТ	PARISH	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDING STATE	RECORDING PARISH	СОВ	PAGE	ENTRY	DESCRIPTION
LA	BOSSIER WEBSTER	17.01974.00I	JS FEASTER ET UX	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	134 432	778108	TI'N RIOW SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TIGN RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00J	RAY CHARLES FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	137 440	778109 62402	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00K	TIMOTHY WAYNE FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/26/2002	LA	BOSSIER WEBSTER	1285 953	140 436	778110	TI'N RIOW SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TIGN RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00L	TOM CLARENCE FEASTER	CAMTERRA RESOURCES PARTNERS LTD	11/25/2002	LA	BOSSIER WEBSTER	1285 953	143 444	778111	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00M	MADELINE FEASTER HENDERSON	CAMTERRA RESOURCES PARTNERS LTD	11/25/2002	LA	BOSSIER WEBSTER	1285 953	146 452	778112	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00N	JOSETTA SMITH NEDD	CAMTERRA RESOURCES PARTNERS LTD	11/20/2002	LA	BOSSIER WEBSTER	1285 953	149 448	778113	TI'N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00O	QUEEN OGLESBY	CAMTERRA RESOURCES PARTNERS LTD	11/18/2002	LA	BOSSIER WEBSTER	1285 953	152 460	778114	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00P	CLARASTINE E SMITH	CAMTERRA RESOURCES PARTNERS LTD	11/20/2002	LA	BOSSIER WEBSTER	1285 953	155 456	778115	TI'N RIOW SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TIGN RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00Q	JOSEPHINE SNELL	CAMTERRA RESOURCES PARTNERS LTD	11/19/2002	LA	BOSSIER WEBSTER	1285 953	158 468	778116	TI'N RIOW SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TIGN RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA

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					LEASE	RECORDING	RECORDING				
LA	BOSSIER	17.01974.00R	LESSOR / GRANTOR VERDIA SPATES	LESSEE / GRANTEE CAMTERRA	DATE 11/19/2002	LA STATE	PARISH BOSSIER	COB 1285	PAGE 161	778117	DESCRIPTION T17N R10W
LA	WEBSTER	17.01974.00K	VERDIA SPALES	RESOURCES PARTNERS LTD	11/19/2002	LA	WEBSTER	953	464		SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND TIGN RIOW SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00S	MARY JANE FEASTER TURNER	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	164 480	778118	T17N R10W SIC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00T	ANNIE LEE FEASTER WILLIAMS	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	167 472	778119	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.01974.00U	DELPHENE FEASTER MARSHALL	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	170 476	778120	TI'N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA AND T16N R10W SEC 4: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	WEBSTER	17.01975.00A	RON M THRASHER ET UX	PACKARD ENERGY GROUP INC	11/20/1998	LA	WEBSTER	886	622	426336	T17N R10W SEC 29: 6.29 ACRES TRACT IN THE NW
LA	WEBSTER	17.01975.00B	PAMELA GARISON CHAPPELL	PACKARD ENERGY GROUP INC	11/3/1998	LA	WEBSTER	886	593	426327	T17N R10W SEC 29: 6.29 ACRES TRACT IN THE NW PART IN WEBSTER PARISH, LA
LA	WEBSTER	17.01976.00A	MAMIE MCDADE COWLES	PACKARD ENERGY GROUP INC	11/30/1998	LA	WEBSTER	886	610	426332	T17N R10W SEC 29: S2 SW NE, W2 NW SE, NE SW
LA	WEBSTER	17.01976.00B	SARA ROSS ROTHGEBER	PACKARD ENERGY GROUP INC	11/30/1998	LA	WEBSTER	886	596	426828	T17N R10W SEC 29: S2 SW NE, W2 NW SE, NE SW
LA	WEBSTER	17.01976.00C	JAMES MCDADE JOHNSON	PACKARD ENERGY GROUP INC	12/30/1998	LA	WEBSTER	888	358	427294	T17N R10W SEC 29: S2 SW NE, W2 NW SE, NE SW
LA	WEBSTER	17.01976.00D	MARIANA JOHNSON ET AL	PACKARD ENERGY GROUP INC	12/18/1998	LA	WEBSTER	886	615	426334	T17N R10W SEC 29: S2 SW NE, W2 NW SE, NE SW
LA	WEBSTER	17.01976.00E	JOHN D JOHNSON ET UX	PACKARD ENERGY GROUP INC	12/30/1998	LA	WEBSTER	886	611	426333	TI'N R10W SEC 29: 80.0 ACRES IN THE W2 OF THE SW OF THE NE AND W2 OF THE NW OF THE SE AND NE OF THE SW IN WEBSTER PARISH, LA
LA	WEBSTER	17.01977.00A	LINDA BURNETT	PACKARD ENERGY GROUP INC	11/18/1998	LA	WEBSTER	886	617	426335	T17N R10W SEC 29: 7.1375 ACRES IN THE SE'LY PORTION OF TRACT 6 OF THE BULLOCK EST SUBDIVISION AND MORE ACCURATELY DESCRIBED IN THE EXHIBIT IN METES AND BOUNDS IN WEBSTER PARISH, LA
LA	WEBSTER	17.01977.00B	LINDA BEAUGH	PACKARD ENERGY GROUP INC	11/18/1998	LA	WEBSTER	886	623	426337	TI7N R10W SEC 29: 7.1375 ACRES IN THE SE'LY PORTION OF TRACT 6 OF THE BULLOCK EST SUBDIVISION AND MORE ACCURATELY DESCRIBED IN THE EXHIBIT IN METES AND BOUNDS IN WEBSTER PARISH,

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					LEASE	RECORDING	RECORDING				
ST LA	WEBSTER WEBSTER	17.01978.000	TLC ENTERPRISES	LESSEE / GRANTEE CAMTERRA RESOURCES PARTNERS LTD	B/19/2002	LA	PARISH WEBSTER	COB 941	PAGE 419	ENTRY 455239	DESCRIPTION T17N R10W SEC 32: 23 ACS BEGINNING AT THE SE/C NE, THENCE SOUTH 89 DEG, 33 MIN 2 SECONDS WEST ALONG WITH THE SOUTH LINE OF NE A DISTANCE OF 2,547.51 FT TO POB; THENCE SOUTH 89 DEG, 33 MINZ SECONDS WEST ALONG THE SOUTH LINE OF N2 SEC 32 A DISTANCE OF 765.46 FT, THENCE NORTH O DEG, OO MINUTES 15 SEC EAST A DISTANCE OF 1,308.27 FT, THENCE NORTH 89 DEG, 27 MIN 13 SEC EAST 765.45 FT, THENCE NORTH D DEG, 00 MIN 15 SEC WEST A DISTANCE OF 1,309.56 FT BACK TO POB; 6 ACS BEGINNING AT THE NW/C OF NW, EAST 1,383 FT, THENCE RUN SOUTH 942 FT TO POB, THENCE NORTH 89 DEG, 43 MIN WEST 691.5 FT, THENCE SOUTH 378 FT, THENCE SOUTH 378 FT, THENCE SOUTH 376 FT, THENCE SOUTH BOLG, 30 MIN 18AST 691.5 FT, THENCE NORTH 378 FT BACK TO THE POB
LA	WEBSTER	17.01979.000	HENRY EDWARDS JR	QEP ENERGY COMPANY	6/22/2000	LA	WEBSTER	912	075	439034	T7N R10W SEC 32: 17.73 ACS OUT OF THE NE SE  TR1: 15.36 ACS BEING THE NORTH 540 FT OF E2 SE BEING THE SAME LAND SET ASIDE TO HENRY EDWARDS JR IN THE CERTAIN PARTITION DEED DATED 5-12-1958 REC IN VOL 288, PAGE 463 OF THE CONVEYANCE RECORDS LESS 1 AC OUT OF THE NW.C SOLD TO BILLY DAUGUSTUS BY CASH SALE DEED DATED 2-1-1963 REC VOL 330, PAGE 504 OF THE CONVEYANCE RECORDS  TR 2: 2.37 ACS BEING THE SAME LAND DESCRIBED AS TRACT 7 AND SET ASIDE TO HENRY EDWARDS JR IN THAT CERTAIN PARTITION DEED DATED 12-19-1981, STYLED CHARLIE LOTT ET AL TO EACH OTHER RECORDED VOL 574, PAGE 21 OF THE CONVEYANCE RECORDS
LA	WEBSTER	17.01980.000	WILLIE THOMAS ET UX	UNIVERSAL RESOURCES CORP	3/12/1999	LA	WEBSTER	889	645	427953	T17N R10W SEC 32: 22.37 ACRES OUT OF THE E2 SE
LA	WEBSTER	17.01981.000	CHARLTON H LYONS JR	QEP ENERGY COMPANY	10/3/2000	LA	WEBSTER	916	758	441672	T17N R10W SEC 32: .71 ACRES IN THE SE SE AND BEING DESCRIBED AS TRACT 2 IN THAT CERTAIN CASH SALE DEED FROM ARCH K ADAMS ET UX TO CHARLITON H LYONS JR ET UX, DATED 3-25-1963, REC VOL 331, PAGE 790 OF THE CONVEYANCE RECORDS
LA	WEBSTER	17.01982.000	NATHAN O NIX JR	PENNZENERGY EXPLORATION & PRODUCTION LLC	6/8/1999		WEBSTER	896	553	431544	T1/N R10W SEC 29: 1.63 ACS BEGINNING AT THE EAST LINE OF THE NW SW OF SEC 29, AND THE CENTER LINE OF LA HIGHWAY #527 RUNNING THENCE NORTH 66 DEG 0 MIN WEST ALONG THE CENTER LINE 233.44 FT TO THE POB, THENCE CONTINUE NORTH 66 DEG 0 MIN WEST ALONG SAID CENTER LINE 250.56 FT, THENCE RUN NORTH 16 DEG 46 MIN 269.77 FT, THENCE RUN SOUTH 74 DEG 43 MIN 20 SECONDS EAST 242.87 FT, THENCE RUN SOUTH 15 DEG 41 MIN WEST 307.7 FT TO THE POB
LA	WEBSTER	17.01983.000	MCKINLEY O KENNER ET UX	PACKARD ENERGY GROUP INC	11/3/1998	LA	WEBSTER	886	052	425935	TITN R10W SEC 29: 200.058 ACRES HAVING 4 TRACTS AND MORE ACCURATELY DESCRIBED IN METES AND BOUNDS IN EXHIBIT A OF THE LEASE
LA	WEBSTER	17.01984.000	HERON LLC	PACKARD ENERGY GROUP INC	2/11/1999	LA	WEBSTER	888	407	427322	EAHIBIT A OF THE LEASE TI'N RIOW SEC 29: 183.68 ACRES AND MORE ACCURATELY DESCRIBED IN METES AND BOUND IN EXHIBIT A OF THE LEASE IN WEBSTER PARISH, LA
LA	WEBSTER	17.01985.000	FREIDA JOYCE SHRIVER J TULLY	PACKARD ENERGY GROUP INC	2/11/1999	LA	WEBSTER	888	410	427323	TI'N RIOW SEC 29: 11.32 ACRES AND MORE ACCURATELY DESCRIBED IN METES AND BOUNDS AS SEEN IN EXHIBIT A OF THE LEASE
LA	WEBSTER	17.01986.000	WILLIAM M DAY JR ET UX	PACKARD ENERGY GROUP INC	2/11/1999	LA	WEBSTER	888	403	427321	T17N R10W SEC 29: 5.0 ACRES IN THE SW SE
LA	WEBSTER	17.01987.000	EARL ANTHONY GAUTHIER ET UX	PACKARD ENERGY GROUP INC	11/29/1998	LA	WEBSTER	886	602	426330	T17N R10W SEC 29: 44.29 ACS OUT OF THE W2 SW, AND 14.275 ACS OUT OF TRACT 6 OF THE BULLOCK EST SUBDIVISION
LA	WEBSTER	17.01988.000	ALTON M MOORE ET UX	PACKARD ENERGY GROUP INC	11/17/1998	LA	WEBSTER	806	605	426331	T17N R10W SEC 29: 8.17 ACRES IN THE NW SE NW
LA	WEBSTER	17.01989.000	RONALD GARISON ET	PACKARD ENERGY	11/3/1998	LA	WEBSTER	886	586	426324	T17N R10W

UX GROUP INC

LA WEBSTER 17.01990.000 RONALD ROY PACKARD ENERGY 2/11/1999 LA WEBSTER 887 332 426677 T17N R10W
SEC 29: 12.58 ACRES IN THE
NW
SEC 29: 12.58 ACRES IN THE
NW
SEC 29: 12.58 ACRES IN THE
NW SW
AS DESCRIBED BY METES
AND BOUNDS IN LEASE

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ST	PARISH	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDING STATE	RECORDING PARISH	СОВ	PAGE	ENTRY	DESCRIPTION
LA	WEBSTER	17.01991.000	BRIAN K GILLETTE ET UX	PACKARD ENERGY GROUP INC	11/12/1998	LA	WEBSTER	886	999	426329	T17N R10W SEC 29: 3.913 ACS IN THE NE NW SW AS DESCRIBED BY METES AND BOUNDS IN LEASE
LA	WEBSTER	17.01992.000	R EUGENE LALONDE ET UX	PACKARD ENERGY GROUP INC	2/11/1999	LA	WEBSTER	889	198	427712	T17N R10W SEC 29: 8 ACS BEING THE WEST 203 FT OF THE W2 SW LYING SOUTH OF THE CENTER
LA	WEBSTER	17.01993.000	MAXINE A JENKINS	PACKARD ENERGY GROUP INC	2/11/1999	LA	WEBSTER	889	194	427711	LINE OF LA HIGHWAY 527 T17N R10W SEC 29: 12.98 ACRES IN THE SE
LA	WEBSTER	17.01994.000	BILLY JOE WHITESIDE ET UX	PACKARD ENERGY GROUP INC	2/11/1999	LA	WEBSTER	890	531	428375	OF THE SW T17N R10W SEC 29: 10.51 ACRES IN THE NW SW
LA	WEBSTER	17.01995.000	ANASTACIO MORENO III	PACKARD ENERGY GROUP INC	4/20/1999	LA	WEBSTER	890	528	428374	T17N R10W SEC 29: 13.28 ACRES IN THE NW SW
LA LA	WEBSTER WEBSTER	17.01996.000 17.01997.000	TERRY G STANFIELD ET UX CHARLES EDMOND	PACKARD ENERGY GROUP INC DEVON ENERGY	2/15/1999 7/12/2000	LA LA	WEBSTER WEBSTER	890 0911	522 850	428372 438978	T17N R10W SEC 29: 6.29 ACRES IN THE NW
LA	WEBSIER	17.01997.000	JOLLEY	PRODUCTION CO	//12/2000	LA	WEBSIER	0911	650	436976	TI'N R10W SEC 33: LOTS 33 & 34 OF THE PALMETTO BEACH ESTATES ANNEX, UNIT 1, A SUBDIVISION OF WEBSTER PARISH, LA, CONTAINING 2.66 ACS
LA	WEBSTER	17.01998.000	KEITH R NEWMAN ET UX	CAMTERRA RESOURCES PARTNERS LTD	11/21/2002	LA	WEBSTER	953	385	462343	T17N R10W SEC 33: 3.00 ACRES BEING LOT 1 OF THE BEDDINGFIELD SUBDIVISION OF WEBSTER PARISH. LA
LA	WEBSTER	17.01999.000	SHERMAN G KNOWLES FAMILY TRUST	CAMTERRA RESOURCES PARTNERS LTD	10/10/2002	LA	WEBSTER	0953	394	462346	T17N R10W SEC 33: NW NE LESS LANDS DESCRIBED IN INSTRUMENT DATED 12-4-1987 BY BOB B SLACK IN FAVOR OF WEBSTER PARISH FIRE PROTECTION DISTRICT 3, REC IN CONVEYANCE BOOK 690,
LA	WEBSTER	17.02349.000	USA LAM 50704	CLARK ENERGY COMPANY INC	9/18/2000	LA	WEBSTER	915	785	441206	PAGE 387 T17N R10W SEC 32: LOTS 1 AND 2, CONTAINING 80.60
LA	WEBSTER	17.02350.00A	WALTER ALAN	QEP ENERGY	10/13/2000	LA	WEBSTER	916	771	441678	ACRES T17N R10W SEC 32: NW NW
LA	WEBSTER	17.02350.00B	DANIELS DAN DANIELS	COMPANY QEP ENERGY COMPANY	10/13/2000	LA	WEBSTER	916	768	441677	T17N R10W SEC 32: NW NW
LA	WEBSTER	17.02350.00C	MARGARET HAZEL DANIELS	UNIVERSAL RESOURCES CORP	2/9/1999	LA	WEBSTER	889	353	427827	T17N R10W SEC 32: NW NW
LA	WEBSTER	17.02351.000	DEBBIE WALKER DAME	UNIVERSAL RESOURCES CORP	3/4/1999	LA	WEBSTER	889	369	427831	TI'N RIOW SEC 32: 10 ACRES OF LAND, MORE OR LESS, BEING LOCATED IN THE NE NW AND BEING THE SAME LAND DESCRIBED AS TRACT ONE DONATED TO DEBBIE WALKER DAME IN THAT CERTAIN DONATION DATED DECEMBER 22, 1982 FROM EDWAND WALKER SR, A SINGLE MAN, TO DEBBIE WALKER DAME ET AL AS RECORDED IN VOLUME 582, PAGE 180, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02352.000	SANDRA WALKER GOSSETT	UNIVERSAL RESOURCES CORP	2/22/1999	LA	WEBSTER	889	345	427825	TI'N R10W SEC 32: 10.71 ACRES OF LAND, MORE OR LESS, LOCATED IN THE NE NW, AND BEING THE SAME LAND DESCRIBED AS TRACT TWO DONATED TO SANDRA WALKER GOSSETT IN THAT CERTAIN DONATION FROM EDWARD WALKER ST TO DEBBIE WALKER DAME ET AL, DATED DECEMBER 22, 1982, RECORDED IN VOLUME 582, PAGE 180,
LA	WEBSTER	17.02353.000	EMMA LOU SPARKS	QEP ENERGY COMPANY	6/28/2000	LA	WEBSTER	914	603	440481	WEBSTER PARISH, LOUISIANA T17N R10W SEC 32: 1 ACRE OF LAND, MORE OR LESS,
	LUDGER	45,000,000			C/70/7000		MADOSTA		007	40.00	LOCATED IN THE NE NW AND BEING THE SAME LAND DESCRIBED IN A CASH DEED FROM EDWARD WALKER SR ET UX TO EMMA LOU SPARKS, DATED SEPTEMBER 18, 1979, AS RECORDED IN VOLUME 525, PAGE 120, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02354.000	JOHN ALAN COWDEN	QEP ENERGY COMPANY	6/28/2000	LA	WEBSTER	914	607	440482	TI'N R10W SEC 32: 0.4827 ACRE OF LAND, MORE OR LESS, LOCATED IN THE NE NW AND BEING THE SAME LAND DESCRIBED IN A CASH DEED FROM EDWARD WALKER SR TO GLADYS LEE WALKER, DATED JUNE 17, 1994 AS RECORDED IN VOLUME 802, PAGE 228, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02355.000	EDWARD WALKER SR	UNIVERSAL RESOURCES CORP	2/14/1999	LA	WEBSTER	889	381	427834	T17N R10W SEC 32: A PORTION OF THE NE NW CONTAINING 8.23 ACRES, MORE OR LESS, AS FURTHER DESCRIBED IN LEASE
LA	WEBSTER	17.02356.000	JAMES RONALD DICK SR ET UX	UNIVERSAL RESOURCES CORP	2/24/1999	LA	WEBSTER	889	373	427832	TI7N RIOW SEC 32: 5.49 ACRES OF LAND, MORE OR LESS, LOCATED IN THE NE NW AND BEING THE SAME LAND DESCRIBED IN A DEED DATED JANUARY 3, 1992 FROM THE MINDEN BUILDING & LOAN ASSOCIATION TO JAMES RONALD DICK SR AND JOY RATCLIFF DICK AS RECORDED IN

A WEBSTER 17.02357.000 JAMES D GILLESPIE UNIVERSAL 2/10/1999 LA WEBSTER 889 357 427828 ET UX RESOURCES CORP

VOLUME 762, PAGE 408,
WEBSTER PARISH, LOUISIANA
T17N R10W SEC 32: 10 ACRES
OF LAND, MORE OR LESS,
LOCATED IN THE NW NE
AND BEING THE SAME LAND
DESCRIBED IN A CASH DEED
DATED SEPTEMBER 26, 1987
FROM EDWARD WALKER JR
AND KATHERINE ANN
SCHERR WALKER TO JAMES D
GILLESPIE
AND LINDA VINES GILLESPIE
AS RECORDED IN VOLUME
686, PAGE 778, WEBSTER
PARISH, LOUISIANA

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					LEASE	RECORDING	RECORDING				
ST LA	PARISH WEBSTER	17.02358.000	LESSOR / GRANTOR LEIGH ELLEN BRADLEY	LESSEE / GRANTEE UNIVERSAL RESOURCES CORP	<u>DATE</u> 2/24/1999	STATE LA	PARISH WEBSTER	<u>COB</u> 890	<u>PAGE</u> 746	ENTRY 428515	DESCRIPTION TITN R10W SEC 32: 3.488 ACRES OF LAND, MORE OR LESS, LOCATED IN THE NW NE AND BEING THE SAME LAND DESCRIBED IN A CASH DEED DATED JUNE 4, 1996 FROM R L TAYLOR, HUSBAND OF BONNIE DURRETT TAYLOR, TO LEIGH ELLEN BRADLEY, A DIVORCED WOMAN, AS RECORDED IN VOLUME 838, PAGE 472, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02359.000	ROBERT R OSTROM	QEP ENERGY COMPANY	6/18/2000	LA	WEBSTER	914	623	440486	TITN R10W SEC 32: 1.0 ACRE OF LAND, MORE OR LESS, LOCATED IN THE NW NE AND BEING THE SAME LAND DESCRIBED IN A CASH DEED DATED MARCH 5, 1986 FROM LEECY ESTELLE HENDERSHOT, A SINGLE WOMAN, TO ROBBIE DOUGLAS MCCOY AND SHIRLEY ANN CLARK MCCOY, HUSBAND AND WIFE, AS RECONDED IN VOLUME 656, PAGE 403, WEBSTER PARISH,
LA	WEBSTER	17.02360.00A	WALLACE C RYAN ET UX	UNIVERSAL RESOURCES CORP	4/7/1999	LA	WEBSTER	891	844	429205	LOUISIANA T17N R10W SEC 32: THE EAST 25.5 ACRES OF THE NW NE. LESS AND EXCEPT 4 ACRES IN A SQUARE OUT OF THE NE CORNER, LEAVING 21.50 ACRES, MORE OR LESS
LA	WEBSTER	17.02360.00B	JOE WALKER JR	UNIVERSAL RESOURCES CORP	3/4/1999	LA	WEBSTER	891	832	429202	T17N R10W SEC 32: THE EAST 25.5 ACRES OF THE NW NE. LESS AND EXCEPT 4 ACRES IN A SQUARE OUT OF THE NE CORNER, LEAVING 21.50
LA	WEBSTER	17.02360.00C	ROBERT S WALKER	UNIVERSAL RESOURCES CORP	3/4/1999	LA	WEBSTER	889	361	427829	ACRES, MORE OR LESS T17N R10W SEC 32: THE EAST 25.5 ACRES OF THE NW NE. LESS AND EXCEPT 4 ACRES IN A SQUARE OUT OF THE NE CORNER, LEAVING 21.50 CORNER, LEAVING 15.50
LA	WEBSTER	17.02360.00D	EMBREE H WALKER	UNIVERSAL RESOURCES CORP	3/4/1999	LA	WEBSTER	889	628	427949	ACRES, MORE OR LESS T17N R10W SEC 32: THE EAST 25.5 ACRES OF THE NW NE. LESS AND EXCEPT 4 ACRES IN A SQUARE OUT OF THE NE CORNER, LEAVING 21.50
LA	WEBSTER	17.02360.00E	CYNTHIA WALKER NORTH	UNIVERSAL RESOURCES CORP	3/4/1999	LA	WEBSTER	889	624	427948	ACRES, MORE OR LESS T17N R10W SEC 32: THE EAST 25.5 ACRES OF THE NW NE. LESS AND EXCEPT 4 ACRES IN A SQUARE OUT OF THE NE CORNER, LEAVING 21.50
LA	WEBSTER	17.02360.00F	GLADYS WALKER GUDAC HEIM	UNIVERSAL RESOURCES CORP	3/2/1999	LA	WEBSTER	889	632	427950	ACRES, MORE OR LESS T17N R10W SEC 32: THE EAST 25.5 ACRES OF THE NW NE. LESS AND EXCEPT 4 ACRES IN A SQUARE OUT OF THE NE CORNER, LEAVING 21.50
LA	WEBSTER	17.02361.000	GARY MACK BROWN ET UX	UNIVERSAL RESOURCES CORP	3/7/1999	LA	WEBSTER	889	377	427833	ACRES, MORE OR LESS T17N R10W SEC 32: 2.54 ACRES OF LAND, MORE OR LESS, LOCATED IN THE NW NE AND BEING THE SAME LAND DESCRIBED IN A DEED FROM THE ADMINISTRATOR OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA TO GARY MACK BROWN AND STACY ALLEN BROWN, HUSBAND AND WIFE, DATED DECEMBER 16, 1988, AS RECORDED IN VOLUME 710, PAGE 130, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02362.000	STANLEY DWAYNE ANDERS	UNIVERSAL RESOURCES CORP	6/6/2000	LA	WEBSTER	914	611	440483	TI7N R10W SEC 32: 1.46 ACRES, MORE OR LESS, LOCATED IN THE NW NE AND BEING MORE FULLY DESCRIBED AS 4.0 ACRES IN A SQUARE IN THE NW NE, LESS AND EXCEPT 2.54 ACRES, MORE OR LESS, BEING THE SAME LAND MORE FULLY DESCRIBED IN A DEED FROM THE ADMINISTRATOR OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA TO GARY MACK BROWN AND STACY ALLEN BROWN, HUSBAND AND WIFE, DATED DECEMBER 16, 1988, AS RECORDED IN VOLUME 710, PAGE 130, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02363.000	SHERMAN G KNOWLES FAMILY TRUST	UNIVERSAL RESOURCES CORP	3/14/1999	LA	WEBSTER	890	742	428514	T17N R10W SEC 32: NE NE, LIMITED TO DEPTHS ABOVE THE BASE OF THE LOWER COTTON VALLEY ZONE, RESERVOIR A, PARTICULARLY DESCRIBED AND SET FORTH IN THAT CERTAIN STATE OF LOUISIANA OFFICE OF CONSERVATION ORDER NO. 361-E-70, DATED EFFECTIVE AUGUST 13, 2002
LA	WEBSTER	17.02364.000	PATRICK E SEWELL	UNIVERSAL RESOURCES CORP	3/3/1999	LA	WEBSTER	889	349	427826	TI7N R10W SEC 32: 76.709 ACRES, MORE OR LESS, LOCATED IN THE 52 NE AND BEING SAME DESCRIBED AS TRACT 1 IN THAT CERTAIN CREDIT SALE DEED DATED JANUARY 11, 1995, FROM DIXIE TREE FARMS INC, A LOUISIANA CORPORATION, TO PATRICK E SEWELL, A SINGLE MAN, AS RECORDED IN BOOK 811, PAGE 150, WEBSTER
LA	WEBSTER	17.02365.000	WADE A DAME ET UX	UNIVERSAL RESOURCES CORP	3/21/1999	LA	WEBSTER	889	650	427954	PARISH, LOUISIANA T17N R10W SEC 32: W2 SE NW, LESS AND EXCEPT 1.41 ACRES AS DESCRIBED IN LEASE, LEAVING A REMAINDER OF

AND A STRIP OF LAND APROXIMATELY 124 FEE 1320 FEET, BEING IMMEDIATELY REST OF A ADJACENT TO THE W2 SE A DESCRIBED IN LESS CONTAINING 3.65 ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE AGGREGATE ACRES IS 22. ACRES, MORE OR LESS, THE ACRES OF LAND, MORE OR LESS, EIGH OF THE ACRES OF LAND, MOR OR LESS, BEING THE SAM LAND DESCRIBED AS THE SEPARATE TRACTS IN DO AD D DATED MARCH I3, 1963 FF WILLIAM C KALMBAGE AUGUST. ACRES OF LAND, MORE OR LESS, BEING THE SAM LOUISIANA TRACT TWO ACRES GF, LAND, MORE OR LESS, BEING THE SAM LOUISIANA TRACT TWO ACRES GF, LAND, MORE OR LESS, BEING THE SAM AUGUST. ACRES OF LAND, MORE OR ACRES OF LAN											
JOHNSON ET UX  RESOURCES CORP  ACRES OF LAND, MORE OF LESS, LOCATED IN THE SV AND BEING THE SAME LAD DESCRIBED IN THE SV AND BEING THE SAME LAD DESCRIBED IN THE SAME LAD DESCRIBED AS THE SAME LAND DESCRIBED AS THE SEPARATE TRACTS IN A D DATED MARCH 13, 1963 FW WILLIAM C RALMBAGH TH DONALD JOHNSON AND RECORDED IN VOLUME 3: PAGE 337, WEBSTER PARIS IN A D CLESS, BEING THE SAME LOUISATCH TWO ACRES OF LAND, MORE OF LESS, BEING THE SAME LOUISATCH TWO ACRES OF LAND, MORE OF LESS, BEING THE SAME LOUISATCH TO FRANCIS DONALD JOHNSON AND RECORDED IN A DEED DA ALGUST 2, 1979 FROM CRAWFORD WILLIS TO FRANCIS DONALD JOHNSON AND RECORDED IN VOLUME 3: PAGE 337, WEBSTER PARIS AND RECORDED IN VOLUME 3: PAGE 37, WEBSTER PARIS AND RECORDED IN VOLUME 3: PAGE 37, WEBSTER PARISH, LOUISIANA											APPROXIMATELY 124 FEET BY 1320 FEET, BEING IMMEDIATELY EAST OF AND ADJACENT TO THE W2 SE NW, AS DESCRIBED IN LEASE, CONTAINING 3.65 ACRES, MORE OR LESS. THE AGGREGATE ACRES IS 22.24 ACRES, MORE OR LESS
Page 123 of 128 Pages	A	WEBSTER	17.02366.000		2/26/1999	LA	WEBSTER	889	365	427830	ACRES OF LAND, MORE OR LESS, LOCATED IN THE SW NW AND BEING THE SAME LAND DESCRIBED IN TWO TRACTS AS FOLLOWS: TRACT ONE: 10.11 ACRES OF LAND, MORE OR LESS, BEING THE SAME LAND DESCRIBED AS THREE SEPARATE TRACTS IN A DEED DATED MARCH 13, 1963 FROM WILLIAM C KAL MBACH TO DONALD JOHNSON AND RECORDED IN VOLUME 331, PAGE 537, WEBSTER PARISH, LOUISIANA TRACT TWO: 2.5 ACRES OF LAND, MORE OR LESS, BEING THE SAME LAND DESCRIBED IN A DEED DATED AUGUST 2, 1979 FROM CRAWFORD WILLIS TO FRANCIS DONALD JOHNSON AND RECORDED IN VOLUME 523, PAGE 37, WEBSTER
					Page 123	of 128 Page	?S				

					LEASE	RECORDING	RECORDING				
ST	PARISH WEBSTER	LEASE NO 17.02367.00A	LESSOR / GRANTOR DONALD MOSS	LESSEE / GRANTEE UNIVERSAL	DATE 6/4/1999	STATE LA	PARISH WEBSTER	COB 899	PAGE 370	ENTRY 433005	DESCRIPTION T17N R10W SEC 32: 2.5 ACRES,
			THURMOND	RESOURCES CORP							MORE OR LESS, LOCATED IN THE SW NW AND BEING THE SAME LAND DESCRIBED AS TRACT B IN A JUDGEMENT OF POSSESSION DATED MAY 11, 1994, REGARDING THE SUCCESSION OF KATHLEEN HEAD THURMOND, DECEASED, TO JESSE MOSS THURMOND, DONALD MOSS THURMOND, AND EVA KAY THURMOND MAHR, AND RECORDED IN VOLUME 800, PAGE 741, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02367.00B	EVA KAY THURMOND MAHR	UNIVERSAL RESOURCES CORP	6/4/1999	LA	WEBSTER	899	366	433004	TI'N RIOW SEC 32: 2.5 ACRES, MORE OR LESS, LOCATED IN THE SW NW AND BEING THE SAME LAND DESCRIBED AS TRACT B IN THAT CERTAIN JUDGEMENT OF POSSESSION IN THE SUCCESSION OF KATHLEEN HEAD THURMOND, DATED MAY 11, 1994, AND RECORDED IN VOLUME 800, PAGE 741, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02368.000	DOUGLAS C WHITEHURST ET UX	UNIVERSAL RESOURCES CORP	2/26/1999	LA	WEBSTER	891	848	429206	TI'N RIOW SEC 32: 5.0 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SW NW AND BEING THE SAME LAND DESCRIBED IN A DEED DATED NOVEMBER 29, 1993 FROM PAMELA ANN MARTIN SLOAN ET AL TO DOUGLAS C WHITEHURST AND WIFE, MARILYN B WHITEHURST RECORDED IN VOLUME 793, PAGE 10, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02369.000	LEONARD J MCGAHA III ET UX	UNIVERSAL RESOURCES CORP	2/26/1999	LA	WEBSTER	889	636	427951	T17N R10W SEC 32: 11.20 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SW NW AND BEING THE SAME LAND DESCRIBED IN A DEED DATED DECEMBER 3, 1996 FROM RONALD GARISON AND WIFE, DONNA DAVIS GARISON TO LEONARD J MCGAHA III AND WIFE, KIM E MCGAHA III AND WIFE, KIM E MCGAHA AND RECORDED IN VOLUME 846, PAGE 633, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02370.000	ROBERT TOWNES COVINGTON SR ET UX	UNIVERSAL RESOURCES CORP	2/26/1999	LA	WEBSTER	891	840	429204	TI'N RIOW SEC 32: 3.634 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SW NW AND BEING THE SAME LAND DESCRIBED IN A DEED DATED MARCH 3, 1995 FROM WENDY W SCRIMSHAW TO ROBERT TOWNES COVINGTON SR AND WIFE, RUBY TUCKER COVINGTON AND RECORDED IN VOLUME 814, PAGE 793, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02371.000	JAMES CLINTON HOWARD SR	UNIVERSAL RESOURCES CORP	3/18/1999	LA	WEBSTER	890	738	428513	T17N R10W SEC 32: 2.185 ACRES, MORE OR LESS, OUT OF THE SW NW AND OUT OF THE SE NW, AS FURTHER
LA	WEBSTER	17.02372.000	DENNIS JON MORRIS ET UX	UNIVERSAL RESOURCES CORP	3/17/1999	LA	WEBSTER	889	640	427952	DESCRIBED IN LEASE T17N R10W SEC 32: 12.74 ACRES OF LAND, MORE OR LESS, LOCATED IN THE E2 SE AND BEING THE SAME LAND DESCRIBED AS THE SOUTH 820 FEET OF THE EAST 836 FEET IN AN ACT OF DONATION DATED DECEMBER 20, 1979, FROM L G MORRIS AND MARY L MORRIS TO DENNIS JON MORRIS AND RECORDED IN VOLUME 529, PAGE 403, WEBSTER PARISH, LOUISIANA; SAVE AND EXCEPT: 3.0 ACRES, MORE OR LESS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED MARCH 29, 1996 FROM DENNIS JON MORRIS AND WIFE, MARY LEE MAXEY MORRIS TO MICHAEL DEAN BUSSEY SR, AND CYNTHIA SNEED CLARY AND RECORDED IN VOLUME 834, PAGE 446, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02373.000	IDA LOTT LEMON	QEP ENERGY COMPANY	6/28/2000	LA	WEBSTER	914	599	440480	TITN RIOW SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE NE SE AND BEING TRACT 4 SET ASIDE TO IDA LOTT LEMON IN THAT CERTAIN PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02374.00A	ESSIE LOTT BROWN ET AL	QEP ENERGY COMPANY	8/15/2000	LA	WEBSTER	916	764	441675	TI/N RIOW SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE EZ SE, AND BEING TRACT 3 SET ASIDE TO JOHN LOTT IR IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02374.00B	PAMELA LOTT WINNFIELD	QEP ENERGY COMPANY	10/13/2000	LA	WEBSTER	916	762	441674	TI7N RIOW SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE E2 SE, AND BEING TRACT 3 SET ASIDE TO

											JOHN LOTT JR IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02374.00C	JOYCE LOTT CROCKROM	QEP ENERGY COMPANY	10/13/2000	LA	WEBSTER	916	760	441673	TITN R10W SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE E2 SE, AND BEING TRACT 3 SET ASIDE TO JOHN LOTT JR IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02374.00D	CARRIE LOTT SWEAT	QEP ENERGY COMPANY	10/15/2000	LA (420 D. v.)	WEBSTER	916	766	441676	TITN RIOW SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE E2 SE, AND BEING TRACT 3 SET ASIDE TO JOHN LOTT JR IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA

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					LEASE	RECORDING	RECORDING				
ST LA	PARISH WEBSTER	17.02375.00A	LESSOR/GRANTOR RUBY LEE LOTT HENDERSON	LESSEE GRANTEE  QEP ENERGY  COMPANY	<u>6/28/2000</u>	STATE LA	PARISH WEBSTER	COB 914	PAGE 619	ENTRY 440485	DESCRIPTION T17N RIOW SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SE SE, AND BEING TRACT 2 SET ASIDE TO VELMA LOTT GLADNEY, RUBY LOTT HENDERSON, DOROTHY LOTT AND WILLIE LOTT IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02375.00B	WILLIE LOTT	QEP ENERGY COMPANY	7/11/2000	LA	WEBSTER	914	627	440487	TITN RIOW SEC. 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SE SE, AND BEING TRACT 2 SET ASIDE TO VELMA LOTT GLADNEY, RUBY LOTT HENDERSON, DOROTHY LOTT AND WILLIE LOTT IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02375.00C	DOROTHY J LOTT	QEP ENERGY COMPANY	6/28/2000	LA	WEBSTER	914	615	440484	TI7N RIOW SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SE SE, AND BEING TRACT 2 SET ASIDE TO VELMA LOTT GLADNEY, RUBY LOTT HENDERSON, DOROTHY LOTT AND WILLIE LOTT IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02375.00D	VELMA LOTT GLADNEY	QEP ENERGY COMPANY	6/28/2000	LA	WEBSTER	914	595	440479	TIJN R10W SEC 32: 2.37 ACRES OF LAND, MORE OR LESS, LOCATED IN THE SE SE, AND BEING TRACT 2 SET ASIDE TO VELMA LOTT GLADNEY, RUBY LOTT HENDERSON, DOROTHY LOTT AND WILLIE LOTT IN THAT PARTITION DEED DATED DECEMBER 19, 1981 FROM CHARLIE LOTT ET AL TO EACH OTHER, AS RECORDED IN VOLUME 574, PAGE 21, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02376.000	MICHAEL DEAN BUSSEY SR ET AL	UNIVERSAL RESOURCES CORP	3/15/1999	LA	WEBSTER	891	836	429203	T17N R10W SEC 32: 3.0 ACRES OF LAND, MORE OR LESS, LOCATED IN THE E2 SE, AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED MARCH 29, 1996 FROM DENNIS JON MORRIS AND WIFE, MARY LEE MAXEY MORRIS TO MICHAEL DEAN BUSSEY SR AND CYNTHIA SNEED CLARY, RECORDED IN VOLUME 334, PAGE 446, WEBSTER PARISH, LOUISIANA
LA	WEBSTER	17.02537.00A	NATHANIEL LOTT	CAMTERRA RESOURCES PARTNERS L'ID	7/12/2003		WEBSTER	956	274	463929	TI7N-R10W SEC 33: BEGIN AT THE NW/C OF THE SE OF THE NW OF SEC 33, TI7N-R10W, WEBSTER PARISH, LA, THENCE NE 89 DEGREES 40 MINUTES E 658.75 FT, THENCE S 00 DEGREES 66 MINUTES E 1,344 FT, THENCE S 89 DEGREES 46 MINUTES W 659.15 FT, THENCE NO DEGREES 05 MINUTES W TO POB, CONTAINING 20.32 AC, M/L
LA	WEBSTER	17.02537.00B	NORA D JACOBS	CAMTERRA RESOURCES PARTNERS LTD	7/31/2003	LA	WEBSTER	956	278	463930	T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE4 OF THE NW4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 699.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00C	GUSSIE REE DAVIS	CAMTERRA RESOURCES PARTNERS LTD	7/31/2003	LA	WEBSTER	956	271	463928	TI7N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SEVA OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES, 66 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 699.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00D	MATTIE L DEWBERRY	CAMTERRA RESOURCES PARTNERS LTD	7/26/2003	LA	WEBSTER	956	266	463927	TI7N RIOW SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SEA OF THE NWA OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING

LA	WEBSTER	17.02537.00E	EURA D CLEVELAND	CAMTERRA RESOURCES PARTNERS LTD	8/13/2003	LA	WEBSTER	956	262	463926	CONTAINING 20.32 ACRES, MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE 5E/4 OF THE NW/4 OF SECTION 33. THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 80 DEGREES 66 MINUTES EAST 1,344 FEET, THENCE SOUTH 80 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00F	JOHNNY LEE LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/2/2003	LA	WEBSTER	959	723	465359	TITN R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINITUES EAST 658,75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659,15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS

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					LEASE	RECORDING	RECORDING				
ST LA	PARISH WEBSTER	LEASE NO 17.02537.00G	LESSOR / GRANTOR JOHN C LOTT	LESSEE / GRANTEE CAMTERRA RESOURCES PARTNERS LTD	8/1/2003	STATE LA	PARISH WEBSTER	COB 959	PAGE 727	ENTRY 465360	DESCRIPTION T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658, 75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 61, 3244 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659, 15 FEET, THENCE NORTH 00 DEGREES 50 MINUTES WEST 659, 15 FEET, THENCE NORTH 00 DEGREES 50 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00H	EVA MAE STUBBLEFIELD	CAMTERRA RESOURCES PARTNERS LTD	8/1/2003	LA	WEBSTER	959	731	465361	TITN RIOW SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00I	ANNIE LEE JONES	CAMTERRA RESOURCES PARTNERS LTD	8/1/2003	LA	WEBSTER	959	735	465362	TI7N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE4 OF THE NW4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 61.344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00J	PHOBIA L MARSHALL ET VIR	CAMTERRA RESOURCES PARTNERS LTD	8/2/2003	LA	WEBSTER	959	739	456363	T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00K	BOBBY RAY LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/1/2003	LA	WEBSTER	959	743	465364	TITN RIOW SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINUTUSE SAST 658.75 FEET, THENCE SOUTH 09 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 99 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32
LA	WEBSTER	17.02537.00L	PAULINE SWEENEY	CAMTERRA RESOURCES PARTNERS LTD	8/1/2003	LA	WEBSTER	959	747	465365	ACRES, MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE4 OF THE NW/4 OF SECTION 33: THENCE NORTHEAST 89 DEGREES 40 MINITUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST 670 POINT OF BEGINNING CONTAINING 20.32
LA	WEBSTER	17.02537.00M	THOMAS WAYNE LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/1/2003	LA	WEBSTER	959	751	465366	ACRES, MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 80 DEGREES 66 MINUTES EAST 1,344 FEET, THENCE SOUTH 80 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST 100 POINT OF BEGINNING CONTAINING 20.32 ACRES MORE OR LESS
LA	WEBSTER	17.02537.00N	LONNIE J LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/4/2003	LA	WEBSTER	959	755	465367	ACRES, MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 80 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 80 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES MORE OR LESS
LA	WEBSTER	17.02537.000	LULA T LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/8/2003	LA	WEBSTER	959	759	465368	ACRES, MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 80 DEGREES 66 MINUTES EAST 1,344 FEET, THENCE SOUTH 80 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST 100 DOINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS

LA	WEBSTER	17.02537.00P	MARY L LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/8/2003	LA	WEBSTER	959	763	465369	T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 90 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES. MORE OR LESS
LA	WEBSTER	17.02537.00Q	LARRY J LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/5/2003	LA	WEBSTER	959	767	465370	T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE44 OF THE NW4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS

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					LEASE	RECORDING	RECORDING				
ST LA	PARISH WEBSTER	LEASE NO 17.02537.00R	ERIC C LOTT	LESSEE / GRANTEE CAMTERRA RESOURCES PARTNERS LTD	<u>8/4/2003</u>	STATE LA	PARISH WEBSTER	<u>COB</u> 959	PAGE 771	ENTRY 465371	DESCRIPTION TITN R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658,75 FEET, THENCE SOUTH 00 DEGREES 66 MINUTES WAST 659,15 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659,15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20,32 ACRES,
LA	WEBSTER	17.02537.005	WANDA LOTT ET VIR	CAMTERRA RESOURCES PARTNERS LTD	10/21/2003	LA	WEBSTER	966	526	468100	MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 66 MINUTES EAST 13.44 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MODE CRILLES
LA	WEBSTER	17.02537.00T	TYWANA ASHELY ET VIR	CAMTERRA RESOURCES PARTNERS LTD	9/20/2003	LA	WEBSTER	966	530	468101	MORE OR LESS T17N R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE/4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 66 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00U	JOE EDWARD LOTT	CAMTERRA RESOURCES PARTNERS LTD	8/2/2003	LA	WEBSTER	956	258	463925	TITN R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE4 OF THE NW4 OF SECTION 33, THENCE NORTHEAST 99 DEGREES 40 MINTUES EAST 658.75 FEET, THENCE SOUTH 00 DEGREES 66 MINUTES EAST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00V	RAVEN LOTT	CAMTERRA RESOURCES PARTNERS LTD	6/23/2006	LA	WEBSTER	1021	110	488730	TITN RIOW SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE NW14 OF SECTION 33, THENCE NORTHERS 40 MINTUES EAST 658,75 FEET, THENCE SOUTH 00 DEGREES 66 MINUTES WEST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 60 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02537.00W	SHEENA LOTT	CAMTERRA RESOURCES PARTNERS LTD	6/23/2006	LA	WEBSTER	1021	114	488731	TITN R10W SEC 33: BEGIN AT THE NORTHWEST CORNER OF THE SE4 OF THE NW/4 OF SECTION 33, THENCE NORTHEAST 89 DEGREES 40 MINTUES EAST 658,75 FEET, THENCE SOUTH 00 DEGREES 66 MINUTES WEST 1,344 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 659.15 FEET, THENCE NORTH 00 DEGREES 05 MINUTES WEST TO POINT OF BEGINNING CONTAINING 20.32 ACRES, MORE OR LESS
LA	WEBSTER	17.02538.000	RUSSELL SCOTT CRAIG ET UX	CAMTERRA RESOURCES PARTNERS LTD	11/26/2002		WEBSTER	953	370	462338	4.00 ACRE, MORE OR LESS, LOCATED IN THE W/2 OF THE NW/4 OF SECTION 33, T17N- R10W, WEBSTER PARISH, LA, BEING MORE PARTICULARLY DESCRIBED IN THAT CASH SALE DEED DATED JANUARY 7, 2000, FROM JAMIE NEAL BARTLEY AND ALICIA POLK BARTLEY TO RUSSELL SCOTT CRAIG AND VIKKI DILLON CRAIG, RECORDED IN CONVEYANCE BOOK 902, PAGE 218
LA	WEBSTER	17.02539.00A	DIANA MORELOCK BROWN	CAMTERRA RESOURCES PARTNERS LTD	5/12/2003	LA	WEBSTER	956	286	463932	TITN R10W SEC 33: THE NORTH ONE QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (N/4 OF W/2 OF SW/4 OF SE/4), CONTAINING 5 ACRES, MORE OR LESS
LA	WEBSTER	17.02539.00B	ELINOR BROWNE SLOSS	CAMTERRA RESOURCES PARTNERS LTD	5/12/2003	LA	WEBSTER	952	735	462005	OR LESS 117N R10W SEC 33: THE NORTH ONE QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (N/4 OF W/2 OF SW/4 OF SE/4), CONTAINING 5 ACRES, MORE OR LESS
LA	WEBSTER	17.02539.00C	ELINOR RUTH MORELOCK SMITH	CAMTERRA RESOURCES PARTNERS LTD	5/12/2003	LA	WEBSTER	952	738	462006	OR LESS T17N R10W SEC 33: THE NORTH ONE QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (N/4 OF W/2 OF SW/4 OF SE/4),

											CONTAINING 5 ACRES, MORE OR LESS
LA	WEBSTER	17.02540.000	KEN E JOHNSON	CAMTERRA RESOURCES PARTNERS LTD	11/12/2002	LA	WEBSTER	953	376	462340	T17N R10W SEC 33: LOT 9, S.P. BEDDINGFIELD SUBDIVISION AS PER PLAT RECORDED IN BOOK 2, PAGE 100, CONTAINING .29 ACRES MORE OR LESS
LA	WEBSTER	17.02541.000	NICKY J ROWELL	CAMTERRA RESOURCES PARTNERS LTD	8/6/2003	LA	WEBSTER	956	294	463934	TI'N RIOW SEC 33: A CERTAIN TRACT OF PARCEL OF LAND, CONTAINING .54 ACRES, MORE OR LESS, BEING THE SAME LAND DESCRIBED IN THAT DEED, DATED MAY 30, 1998, FROM JIMMY LANE ROWELL IN FAVOR OF NICKY J. ROWELL, RECORDED IN VOLUME 873, PAGE 598.
LA	WEBSTER	17.02542.000	PIERRE E PERDUE	CAMTERRA RESOURCES PARTNERS LTD	11/12/2002	LA	WEBSTER	953	388	462344	T17N R10W SEC 33: LOT 10, S.P. BEDDINGFIELD SUBDIVISION AS PER PLAT RECORDED IN BOOK 2, PAGE 100, CONTAINING .29 ACRES MORE OR LESS
LA	WEBSTER	17.02543.000	SUE DREYER SLACK	CAMTERRA RESOURCES PARTNERS LTD	5/22/2003	LA	WEBSTER	952	732	462004	TI7N R10W SEC 33: A CERTAIN TRACT OF PARCEL OF LAND, CONTAINING 1.5 ACRES, MORE OR LESS, BEING THE SAME LAND DESCRIBED IN THE ACT OF DONATION, DATED DECEMBER 4, 1987 FROM BOB BOWIE SLACK, IN FAVOR OF THE WEBSTER PARISH FIRE PROTECTION DISTRICT #3, RECORDED IN VOLUME 690, PAGE 387
LA	WEBSTER	17.02544.00A	BOB B SLACK ET UX	NITRO ENERGY LLC	9/21/1999	LA	WEBSTER	902	44	434222	T17N R10E SEC 33: SOUTH THREE FOURTHS OF WEST HALF OF SOUTHWEST QUARTER OF SOUTHEAST QUARTER (S 3/4 W/2 SW/4 SE/4)

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ST	PARISH	LEASE NO	LESSOR / GRANTOR	LESSEE / GRANTEE	LEASE DATE	RECORDING STATE	RECORDING PARISH	СОВ	PAGE	ENTRY	DESCRIPTION
LA	WEBSTER	17.02544.00B	JOHN STEWART SLACK III ET UX	NITRO ENERGY LLC	9/21/1999	LA	WEBSTER	902	29	434219	T17N R10E SEC 33: SOUTH THREE FOURTHS OF WEST HALF OF SOUTHWEST QUARTER OF SOUTHEAST QUARTER (S 3/4 W/2 SW/4 SE/4)
LA	BOSSIER WEBSTER	17.02545.00A	GAIL DENISE FEASTER BARFIELD	CAMTERRA RESOURCES PARTNERS LTD	11/26/2002	LA	BOSSIER WEBSTER	1285 953	110 400	778100 462348	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA  T16N R10W SEC 04: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA
LA	BOSSIER WEBSTER	17.02545.00B	CHRISTENE FEASTER GOLATT	CAMTERRA RESOURCES PARTNERS LTD	11/15/2002	LA	BOSSIER WEBSTER	1285 953	113 404	778101 462349	T17N R10W SEC 33: PART OF THE W2 SW SE IN WEBSTER PARISH, LA  T16N R10W SEC 04: NORTH 590 FEET OF THE W 660 FEET OF GOVERNMENT LOT 2 IN BOSSIER PARISH, LA

#### END OF EXHIBIT "A"

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#### EXHIBIT B

# ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE OF NET PROFITS INTEREST DATED EFFECTIVE JULY 1, 2011

#### WELLS

Operator	Well Name	API#	Enduro Well ID	Field	Parish	State
CHK	HA RA SU113;FRANKS 16-16-12H #1	1701524728	70195.001.00	ELM GROVE	DESOTO	LA
QEP	Long-Dehan 7H #1	1701524737	70195.000.00	ELM GROVE	DESOTO	LA
QEP	McDowell 7H #1	1701524746	70192.000.00	ELM GROVE	DESOTO	LA
QEP	McDowell 7H #2	1701524747	70193.000.00	ELM GROVE	DESOTO	LA
QEP	McDowell 7H #3	1701524748	70194.000.00	ELM GROVE	DESOTO	LA
EL PASO	HA RA SUN;STEPHENSON ETAL 10H #1-ALT	1703125794	70090.004.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE;CARWILE 12 #2-ALT	1703125588	70079.017.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE;SAMMO PARTNERSHIP 12 #3-ALT	1703125525	70079.015.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE; CARWILE 12 #3 ALT	1703125597	70079.014.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE;SABINE UPLIFT MIN 12 #2-ALT	1703125644	70079.018.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE;WADZECK 12 #3-ALT	1703125556	70079.020.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE;SAMMO PARTNERSHIP 12 #4-ALT	1703125526	70079.019.00	KINGSTON	DESOTO	LA
XCO	HA RA SUE;SABINE UPLIFT MIN 12 #3-ALT	1703125645	70079.021.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD;BRENNER 11 #2-ALT	1703125672	70168.003.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD;ROE 11 #1-ALT	1703125652	70082.006.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD;ROE 11 #3-ALT	1703125677	70082.009.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD;ROE 11 #5-ALT	1703125679	70082.010.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD;ROE 11 #2-ALT	1703125653	70082.007.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD;BRENNER 11 #3-ALT	1703125673	70168.002.00	KINGSTON	DESOTO	LA
XCO	HA RA SUD:ROE 11 #4-ALT	1703125678	70082.008.00	KINGSTON	DESOTO	LA

Exhibit B

## EXHIBIT C UNDERLYING PROPERTIES EXISTING HEDGES

### **Natural Gas Existing Hedges**

	Contract ID	Daily Volume	Contract Price (\$/Mcf)	Basis Point	Term
Puts:			<u> </u>		
NG001		2,500	\$4.150	Centerpoint	1/1/11 - 12/31/11
NG002		1,250	\$4.150	Centerpoint	1/1/11 - 12/31/11
NG003		2,000	\$3.990	El Paso Permian	1/1/11 - 12/31/11
NG004		1,000	\$4.100	El Paso Permian	3/1/11 - 12/31/11
NG005		1,000	\$4.450	El Paso Permian	3/1/11 - 12/31/11
NG006		1,250	\$4.450	NYMEX	1/1/11 - 12/31/11
NG007		1,250	\$4.800	Centerpoint	1/1/12 - 12/31/12
NG008		2,000	\$4.590	El Paso Permian	1/1/12 - 12/31/12
NG009		1,000	\$4.600	El Paso Permian	1/1/12 - 12/31/12
			\$4.700	El Paso Permian	1/1/12 - 12/31/12
NG010		1,000	\$4.700	NYMEX	1/1/12 -
NG011		1,250	\$5.150		12/31/12
NG012		1,250	\$5.050	NYMEX	1/1/12 - 12/31/12
NG013		1,250	\$5.050	NYMEX	1/1/12 - 12/31/12
		,		Centerpoint	1/1/13 -
NG014		2,000	\$4.850	•	12/31/13
				Centerpoint	1/1/13 -
NG015		1,000	\$4.810		12/31/13
NG016		2,000	\$4.950	El Paso Permian	1/1/13 - 12/31/13
NG017		2,000	\$4.800	El Paso Permian	1/1/13 - 12/31/13
NG018		1,000	\$5.150	NYMEX	1/1/13 - 12/31/13
Swaps:		,			
NG019		1,250	\$3.950	Centerpoint	1/1/11 - 12/31/11
NG020		1,250	\$4.250	Centerpoint	1/1/11 - 12/31/11
110020		1,255	<b>↓_</b> 50	Centerpoint	1/1/11 -
NG021		1,250	\$4.320	<b>-</b>	12/31/12
		,		NYMEX	1/1/11 -
NG022		1,250	\$4.660		12/31/12
				Centerpoint	1/1/12 -
NG023		1,250	\$4.600		12/31/12
				Centerpoint	1/1/12 -
NG024		1,250	\$4.685		12/31/12
				Centerpoint	1/1/13 -
NG025		1,250	\$ 4.92	_	12/31/13
NG026		750	\$ 4.83	Centerpoint	1/1/13 - 12/31/13
NG027		750	\$ 4.81	Centerpoint	1/1/13 - 12/31/13
				NYMEX	1/1/13 -
NG028		1,250	\$ 5.28		12/31/13
Oil Existing Hedg	ges				
			-+ D! (#/DLI)		

	Daily					
Contract ID	Volume	Put Price	Sub-Floor Price	Cap Price	Swap Price	Term
Three-Way Collars:						
OIL001	250	\$90.00	\$67.50	\$110.00		3/1/11 - 12/31/11
OIL002	250	\$90.00	\$67.50	\$110.00		3/1/11 - 12/31/11
						1/1/12 -
OIL003	250	\$90.00	\$67.50	\$110.00		12/31/12
						1/1/12 -
OIL004	250	\$90.00	\$67.50	\$110.00		12/31/12
						1/1/13 -
OIL005	500	\$90.00	\$67.50	\$110.00		12/31/13

#### Puts:

OIL006	500	\$92.00	3/1/11 - 12/31/11
			1/1/12 -
OIL007	500	\$92.00	12/31/12
Swaps:			
OIL008	180		\$102.60 7/1/11 - 12/31/11
OIL009	150		\$103.14 7/1/11 - 12/31/11
OIL010	200		\$103.14 7/1/11 - 12/31/11
			1/1/12 -
OIL011	200		\$104.07 12/31/12
			1/1/12 -
OIL012	150		\$104.07 12/31/12
			1/1/12 -
OIL013	170		\$104.15 12/31/12
			1/1/13 -
OIL014	200		\$103.12 12/31/13
			1/1/13 -
OIL015	160		\$102.88 12/31/13
			1/1/13 -
OIL016	150		\$102.88 12/31/13

#### SUPPLEMENT TO CONVEYANCE OF NET PROFITS INTEREST

This Supplement to Conveyance of Net Profits Interest (this "Supplement") has been executed as of November 8, 2011, but is made effective as of July 1, 2011 at 7:00 a.m., Central Time, (the "Supplement Effective Time") by and between Enduro Operating LLC, a Texas limited liability company ("Grantor"), with a mailing address of 777 Main Street, Suite 800, Fort Worth, Texas 76102 and the last four digits of whose federal tax identification number are 7513, Enduro Texas LLC, a Texas limited liability company ("Enduro Texas"), with a mailing address of 777 Main Street, Suite 800, Fort Worth, Texas 76102 and the last four digits of whose federal tax identification number are 6288 and The Bank of New York Mellon Trust Company, N.A., with a mailing address of 919 Congress Avenue, Suite 500, Austin, Texas 78701, and the last four digits of whose tax identification number are 9461, Attention: Michael J. Ulrich, as trustee (the "Trustee"), acting not in its individual capacity but solely as trustee of Enduro Royalty Trust (the "Trust"), a Delaware statutory trust created under the Delaware Statutory Trust Act as of May 3, 2011. Grantor, Grantee and the Trustee, acting as trustee of the Trust, are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined in this Supplement shall have the meanings ascribed to them in that certain Conveyance of Net Profits Interest dated November 8, 2011 (the "Conveyance") between Grantor and Enduro Texas, reflecting the creation of the Net Profits Interest (as described therein) and the allocation to, and vesting in, Enduro Texas of all right, title and interest in and to the Net Profits Interest in accordance with the terms of the Grantee Merger. A copy of the Conveyance is attached hereto as Exhibit A.

Subsequent to the Effective Time, Enduro Texas entered into an Agreement and Plan of Merger dated November 3, 2011 with the Trust, pursuant to which Enduro Texas will merge with and into the Trust, with the Trust surviving the merger (the "<u>Trust Merger</u>"). By virtue of the Trust Merger, all right, title and interest in and to the Net Profits Interest (including the right to enforce the Conveyance against the Grantor) will vest in the Trust.

In consideration of the mutual obligations contemplated herein, the Conveyance is supplemented as follows:

- 1. The Trustee, acting as trustee of the Trust, shall be deemed to be the "Grantee" under the Conveyance and, thus, a "Party" under the Conveyance. For clarification, and to place third parties on notice for purposes of Louisiana's law of registry and otherwise, Grantee hereby assigns, transfers, conveys and delivers to the Trustee (solely in its capacity as trustee of the Trust), and Trustee (solely in its capacity as trustee of the Trust) hereby accepts from the Grantee, effective as of the Supplement Effective Time that portion of the Net Profits Interest that constitutes or affects immovable property located in the State of Louisiana.
- 2. All disputes arising under or in connection with the Conveyance or this Supplement, including any disputes relating to any Monthly Statement delivered by Grantor to Grantee pursuant to Section 4.5 of the Conveyance, shall be handled and resolved pursuant to and in accordance with the arbitration provisions set forth in Article XI of that certain Amended and Restated Trust Agreement of the Trust dated November 3, 2011 (the "Trust Agreement") by and

among Enduro Resource Partners LLC, Wilmington Trust Company and the Trustee.

- 3. The Conveyance and this Supplement have been made pursuant to, and are made subject to, the terms and conditions of the Trust Agreement. In the event that any provision of the Conveyance or this Supplement is construed to conflict with any provision of the Trust Agreement, the provisions of the Conveyance, as supplemented by this Supplement, shall be deemed controlling to the extent of such conflict.
- 4. The Conveyance, this Supplement and the Transaction Documents (as defined in the Trust Agreement) constitute the entire agreement between the Parties pertaining to the subject matter thereof and hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter thereof and hereof.
- 5. All notices and other communications which are required or may be given pursuant to the Conveyance shall be given to the Trust as follows:

Enduro Royalty Trust c/o The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services 919 Congress Avenue, Suite 500 Austin, Texas 78701 Attention: Michael J. Ulrich Facsimile No.: (512) 479-2253.

The Grantor shall record the Conveyance and this Supplement in the real property records in each applicable Texas, Louisiana and New Mexico jurisdiction, or in such other records of those states as required under applicable law, to place third parties on notice of the Conveyance and this Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Supplement has been signed by $\epsilon$ undersigned competent witnesses and Notary Public.	each of the Parties on the Supplement Effective Date and duly acknowledged before the
WITNESSES:	GRANTOR:
	Enduro Operating LLC
By: /s/ Andrew Law Printed Name: Andrew Law	By: Enduro Resource Partners LLC, its sole member
By: /s/ Adrian Milton Printed Name: Adrian Milton	By: /s/ Jon S. Brumley Name: Jon S. Brumley Title: President and Chief Executive Officer
[Signature Pag	e — Supplement to Conveyance]

WITNESSES:	GRANTEE:
	Enduro Royalty Trust
By: /s/ Eva Derry Printed Name: Eva Derry	By: The Bank of New York Mellon Trust Company, N.A., as Trustee
By: /s/ Robert A. Rodriguez Printed Name: Robert A. Rodriguez  [Signature Page — Supplement	By: /s/ Michael J. Ulrich Name: Michael J. Ulrich Title: Vice President t to Conveyance]

WITNESSES:	Enduro Texas LLC
By: /s/ Andrew Law Printed Name: Andrew Law	By: Enduro Resource Partners LLC, its sole member
By: /s/ Adrian Milton	By: /s/ Jon S. Brumley
Printed Name: Adrian Milton	Name: Jon S. Brumley Title: President and Chief Executive Officer
[Sign	ature Page — Supplement to Conveyance]

STATE OF TEXAS

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**COUNTY OF HARRIS** 

§ BE IT KNOWN, that on this 1st day of November, 2011, before me, the undersigned authority, personally came and appeared Jon S. Brumley appearing herein in his capacity as President and Chief Executive Officer of Enduro Resource Partners LLC, the sole member of Enduro Operating LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said company, and declared and

instrument is the free act and deed of the said company and was executed for the uses, purposes and benefits therein expressed.

acknowledged to me, Notary, that Jon S. Brumley executed the same on behalf of said company with full authority of its board of managers, and that the said

/s/ Karen Harris

Printed Name: Karen Harris

Notary Public for the State of Texas County of Harris

My commission expires: May 10, 2014

[Acknowledgment Page — Supplement to Conveyance]

STATE OF TEXAS

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COUNTY OF TRAVIS

BE IT KNOWN, that on this 1 day of November, 2011, before me, the undersigned authority, personally came and appeared Michael J. Ulrich appearing herein in his capacity as Vice President of The Bank of New York Mellon Trust Company, N.A., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said national banking association, and declared and acknowledged to me, Notary, that Michael J. Ulrich executed the same on behalf of said national banking association with full authority of the same, and that the said instrument is the free act and deed of the said national banking association and was executed for the uses, purposes and benefits therein expressed.

/s/ Sarah Newell

Printed Name: Sarah Newell

Notary Public for the State of Texas County of Travis

My commission expires: February 16, 2014

[Acknowledgment Page — Supplement to Conveyance]

STATE OF TEXAS

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COUNTY OF HARRIS

BE IT KNOWN, that on this 1st day of November, 2011, before me, the undersigned authority, personally came and appeared Jon S. Brumley appearing herein in his capacity as President and Chief Executive Officer of Enduro Resource Partners LLC, the sole member of Enduro Texas LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said company, and declared and acknowledged to me, Notary, that Jon S. Brumley executed the same on behalf of said company with full authority of its board of managers, and that the said instrument is the free act and deed of the said company and was executed for the uses, purposes and benefits therein expressed.

/s/ Karen Harris

Printed Name: Karen Harris

Notary Public for the State of Texas County of Harris

[Acknowledgment Page — Supplement to Conveyance]

# Exhibit A

## Conveyance

See Exhibit 10.1 attached to this Form 8-K.

#### REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") dated as of November 8, 2011 is made and entered into by and between Enduro Resource Partners LLC, a Delaware limited liability company (the "Company"), and Enduro Royalty Trust, a statutory trust formed under the laws of the State of Delaware (the "Trust"). Unless expressly stated otherwise in this Agreement, as used in this Agreement, references to the "Trustee" mean The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee (in such capacity, or any successor trustee, the "Trustee") of the Trust and not in its individual capacity.

#### RECITALS

WHEREAS, the Company and the Trust have entered into a Conveyance of Net Profits Interest of even date herewith (the "Conveyance Agreement");

WHEREAS, in connection with the execution and delivery of the Conveyance Agreement, the Trust has issued to the Company 33,000,000 trust units representing beneficial interests in the Trust ("*Trust Units*");

WHEREAS, in connection with the Initial Public Offering, the Company is selling 13,200,000 Trust Units, and may sell up to 1,980,000 additional Trust Units if the underwriters of the Initial Public Offering exercise their over-allotment option (the "Over-Allotment Option"); and

WHEREAS, the Trust has agreed to file a registration statement or registration statements relating to the sale by the Company and its Transferees (as defined below) of the 13,200,000 Trust Units held by the Company after the Initial Public Offering (or such number of Trust Units held by the Company after giving effect to the Over-Allotment Option, if applicable) (the "Subject Units").

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is agreed as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, for any specified Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" (and the correlative terms "controlling," "controlled by," and "under common control") shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management and policies of another Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble hereof.

- "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banking institutions in New York, New York are closed as authorized or required by law.
  - "Company" has the meaning set forth in the preamble hereof.
  - "Conveyance Agreement" has the meaning set forth in the recitals hereof.
  - "*Deferral Notice*" has the meaning set forth in <u>Section 3(j)</u> hereof.
  - "Deferral Period" has the meaning set forth in Section 3(j) hereof.
  - "Demand Notice" has the meaning set forth in Section 2(a) hereof.
  - "Demand Registration" has the meaning set forth in Section 2(a) hereof.
- "Effective Period" means the period commencing on the 180<sup>th</sup> day after the date hereof and ending on the date that all Registrable Securities have ceased to be Registrable Securities.
  - "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder.
  - "Expenses" has the meaning set forth in Section 6(a) hereof.
- "Holder" shall mean the Company, its Affiliates that from time to time hold Registrable Securities and any Transferee of the Company to whom Registrable Securities are transferred in accordance with the terms of this Agreement, and, in each case, who continues to be entitled to the rights of a Holder hereunder.
  - "Indemnified Party" has the meaning set forth in Section 6(d) hereof.
  - "Indemnifying Party" has the meaning set forth in Section 6(d) hereof.
- "*Initial Public Offering*" means the initial public offering of Trust Units registered with the SEC by a registration statement on Form S-1 (Registration No. 333-174225).
  - "*Material Event*" has the meaning set forth in <u>Section 3(j)</u> hereof.
  - "Over-Allotment Option" has the meaning set forth in the recitals hereof.
- "*Person*" shall mean any individual, partnership, limited liability company, corporation, trust, unincorporated association, governmental agency, subdivision, or instrumentality, or other entity or association.
  - "Piggyback Registration" has the meaning set forth in Section 2(b) hereof.
- "*Prospectus*" means the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A, Rule 430B or Rule

430C promulgated under the Securities Act), as amended or supplemented by any amendment, prospectus supplement or free writing prospectus (as defined in Rule 405 promulgated under the Securities Act), including post-effective amendments, and all materials incorporated by reference or explicitly deemed to be incorporated by reference in such Prospectus.

"Registrable Securities" means the Subject Units and any securities into or for which such Subject Units have been converted or exchanged, and any security issued with respect thereto upon any dividend, split or similar event until, in the case of any such security, the earliest of (i) its effective registration under the Securities Act and resale in accordance with the Registration Statement covering it, (ii) its disposal pursuant to Rule 144 (or any similar provision then in force, but not Rule 144A) under the Securities Act, (iii) its sale in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities, (iv) its being held by the Trust, (v) 10 years after the Company ceases to be an Affiliate of the Trust or (vi) if such security has been sold in a private transaction in which the transferor's rights under this Agreement are assigned to the Transferee and such Transferee is not an Affiliate of the Trust, two years following the transfer of such security to such Transferee.

"Registration Statement" means any registration statement of the Trust, including any Shelf Registration Statement, that covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all materials incorporated by reference or explicitly deemed to be incorporated by reference in such registration statement.

"*Required Information*" has the meaning set forth in <u>Section 4(a)</u> hereof.

"*Rule 144*" means Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"Rule 144A" means Rule 144A under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the SEC thereunder.

"Shelf Registration Statement" means a Registration Statement for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act registering the resale of Registrable Securities from time to time by Holders thereof.

"Special Counsel" means Latham & Watkins LLP or such other successor counsel as shall be specified in writing by the Holders of a majority of all Registrable Securities.

"Subject Units" has the meaning set forth in the recitals hereof.

"Transferee" has the meaning set forth in Section 9(d) hereof.

- "Trust" has the meaning set forth in the preamble hereof.
- "Trust Units" has the meaning set forth in the recitals hereof.
- "Trustee" has the meaning set forth in the preamble hereof.

Section 2. Demand Registration Rights.

(a) During the Effective Period, the Holders representing a majority of the then outstanding Registrable Securities may request, by written notice to the Trust (the "*Demand Notice*"), that the Trust effect the registration under the Securities Act of the number of Registrable Securities requested to be so registered pursuant to the terms and conditions set forth in this Agreement (each a "*Demand Registration*"). Following receipt of a Demand Notice for a Demand Registration, the Trust shall use its reasonable best efforts to file a Registration Statement as promptly as practicable and shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof. All Demand Notices made pursuant to this <u>Section 2</u> will specify the number of Registrable Securities to be registered, whether or not such Registration Statement should be a Shelf Registration Statement, and the intended methods of disposition thereof.

The Holders shall be entitled to a maximum of five (5) Demand Registrations, which shall include (i) any Demand Registration for registration pursuant to a Shelf Registration Statement and (ii) any Demand Registrations that are transferred to a Transferee in accordance with Section 9(d) hereof. No Demand Registration shall be deemed to have occurred for purposes of this Section 2(a) if the Registration Statement relating thereto does not become effective or is not maintained effective for the period required pursuant to Section 2(d).

(b) Within ten (10) days after receipt by the Trust of a Demand Notice, the Trust will give notice to the other Holders of such Demand Registration. Such notice shall describe such securities and specify the form, manner and other relevant aspects of such proposed registration. Each Holder may, by written response delivered to the Trust within twenty (20) days after the receipt by such Holder of any such notice, request that all or a specified part of the Registrable Securities held by such Holder be included in such Demand Registration (a "*Piggyback Registration*"). Such response shall also specify the intended method of disposition of such Registrable Securities. The Trust thereupon will use commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which the Trust has been so requested to register by the Holders to the extent required to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities to be so registered. No registration of Registrable Securities of the Holders effected by Piggyback Registration under this Section 2(b) shall relieve the Trust of any of its obligations to effect registrations of Registrable Securities of the Holders pursuant to, or reduce the total number of Demand Registrations to which the Holders continue to remain entitled under, Section 2(a) hereof.

(c) If any of the Registrable Securities registered pursuant to a Demand Registration are to be sold in a firm commitment underwritten offering, and the managing underwriter or

underwriters advise the Holders of such securities in writing that in its view the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, securities proposed to be included by other Holders of Registrable Securities entitled to include securities in such Registration Statement pursuant to incidental or piggyback registration rights), then there shall be included in such firm commitment underwritten offering the number or dollar amount of Registrable Securities that in the opinion of such managing underwriter can be sold without adversely affecting such offering, and such number of Registrable Securities shall be allocated as follows:

- (i) first, the securities for which inclusion in such Demand Registration for which the Demand Notice was submitted; and
- (ii) second, the securities for which inclusion in any Piggyback Registration for which a notice was submitted in accordance with this Agreement pro rata among the Registrable Securities requested to be included in such Piggyback Registration.
- (d) The Trust shall use commercially reasonable efforts to maintain the effectiveness of the Registration Statement with respect to any Demand Registration for a period of at least ninety (90) days (or three years if a Shelf Registration Statement is requested) after the effective date thereof or such shorter period in which all Registrable Securities included in such Registration Statement have actually been sold or all Registrable Securities have ceased to be Registrable Securities; *provided*, *however*, that such period shall be extended for a period of time equal to the period the holder of Registrable Securities refrains from selling any securities included in such registration at the request of the Trust pursuant to this Agreement, except that with respect to a Shelf Registration Statement on Form S-3 that becomes effective automatically pursuant to Rule 462(e) under the Securities Act, such period may not be extended beyond three years after the effective date thereof or such shorter or longer period as may be subsequently permitted by the SEC.
- (e) Notwithstanding the foregoing, if the Trust shall furnish to the Holders requesting a registration pursuant to this <u>Section 2</u> within 30 days of receiving such request a certificate signed by the Trust stating that in the good faith judgment of the Trustee it would be detrimental to the Trust and its unitholders for such Registration Statement to be filed and it is therefore beneficial to defer the filing of such Registration Statement, the Trust shall have the right to defer such filing for up to two periods of not more than 30 days each after receipt of each request of the Holders; *provided*, *however*, that the Trust may not use this right more than once (for a total of up to 60 days) in any 12-month period. If the Trust shall so postpone the filing of a Registration Statement the demanding Holders shall have the right to withdraw the request for registration by giving written notice to the Trust within 20 days of the anticipated termination date of the postponement period, as provided in the certificate delivered by the Trust, and in the event of such withdrawal, such request shall not reduce the number of available registrations with respect to the Holders under this <u>Section 2</u>

Section 3. *Registration Procedures*. In connection with the registration obligations of the Trust under <u>Section 2</u> hereof, during the Effective Period, the Trust shall:

- (a) Prepare and file with the SEC, no later than 45 days after receiving the Demand Notice, a Registration Statement or Registration Statements, including, if so requested by the applicable Holders, a Shelf Registration Statement, on any appropriate form under the Securities Act available for the sale of the Registrable Securities by the Holders thereof in accordance with the intended method or methods of distribution thereof, and use commercially reasonable efforts to cause each such Registration Statement to become effective as promptly as practicable after filing and remain effective as provided that before filing any Registration Statement or Prospectus or any amendments or supplements thereto with the SEC (but excluding reports filed with the SEC under the Exchange Act), furnish to the Holders, the Special Counsel and the managing underwriter or underwriters, if any, copies of all such documents proposed to be filed at least five (5) Business Days prior to the filing of such Registration Statement or amendment thereto or Prospectus or supplement thereto.
- (b) Subject to Section 3(j), prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective during the period provided herein with respect to the disposition of all securities covered by such Registration Statement; cause the related Prospectus to be supplemented by any required prospectus supplement or free writing prospectus, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; and use commercially reasonable efforts to comply with the provisions of the Securities Act applicable to the Trust with respect to the disposition of all securities covered by such Registration Statement during the period provided herein with respect to the disposition of all securities covered by such Registration Statement in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or such Prospectus as so supplemented.
- (c) Subject to <u>Section 3(j)</u>, from and after the date a Registration Statement is declared effective, the Trust shall, as promptly as practicable after the date the Required Information is delivered pursuant to <u>Section 4</u> hereof and in accordance with this <u>Section 3(c)</u>:
  - (i) if required by applicable law, file with the SEC a post-effective amendment to the Registration Statement or prepare and, if required by applicable law, file a supplement to the related Prospectus or a supplement or amendment to any document incorporated therein by reference or file any other required document so that the Holder delivering such Required Information is named as a selling securityholder in the Registration Statement and the related Prospectus in such a manner as to permit such Holder to deliver such Prospectus to purchasers of the Registrable Securities in accordance with applicable law and, if the Trust shall file a post-effective amendment to the Registration Statement, use commercially reasonable efforts to cause such post-effective amendment to be declared effective under the Securities Act as promptly as is practicable; and
    - (ii) provide such Holder copies of any documents filed pursuant to Section 3(c)(i);

*provided*, that, if the Required Information is delivered during a Deferral Period, the Trust shall so inform the Holder delivering such Required Information. The Trust shall notify such Holder

as promptly as practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to <u>Section 3(c)(i)</u>. Notwithstanding anything contained herein to the contrary, the Trust shall be under no obligation to name any Holder that has failed to deliver the Required Information in the manner set forth in Section 4 hereof as a selling securityholder in any Registration Statement or related Prospectus.

- (d) As promptly as practicable, give notice to the Holders, the Special Counsel and the managing underwriter or underwriters, if any, (i) when any Prospectus, Registration Statement or post-effective amendment to a Registration Statement has been filed with the SEC and, with respect to a Registration Statement or any post-effective amendment thereto, when the same has been declared effective, (ii) of any request, following the effectiveness of any Registration Statement under the Securities Act, by the SEC or any other federal or state governmental authority for amendments or supplements to any Registration Statement or related Prospectus, (iii) of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of any Registration Statement or the initiation or threatening of any proceedings for that purpose, (iv) of the receipt by the Trust of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, (v) of the occurrence of, but not the nature of or details concerning, a Material Event and (vi) of the determination by the Trust that a post-effective amendment to a Registration Statement will be filed with the SEC, which notice may, at the discretion of the Trust (or as required pursuant to Section 3(j)), state that it constitutes a Deferral Notice, in which event the provisions of Section 3(j) shall apply.
- (e) Use commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction in which they have been qualified for sale, in either case as promptly as practicable, and provide prompt notice to each Holder of the withdrawal of any such order.
- (f) If requested by the managing underwriters, if any, or the Holders of the Registrable Securities being sold in connection with an underwritten offering, promptly include in a prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and such Holders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Trust has received such request; *provided*, *however*, that the Trust shall not be required to take any actions under this Section 3(f) that are not, in the opinion of counsel for the Trust, in compliance with applicable law.
- (g) As promptly as practicable furnish to each Holder, the Special Counsel and each managing underwriter, if any, upon request, at least one (1) conformed copy of the Registration Statement and any amendment thereto, including exhibits and, if requested, all documents incorporated or deemed to be incorporated therein by reference.
- (h) Deliver to each Holder, the Special Counsel and each managing underwriter, if any, in connection with any sale of Registrable Securities pursuant to a Registration Statement as

many copies of the Prospectus relating to such Registrable Securities (including each preliminary Prospectus) and any amendment or supplement thereto as such Persons may reasonably request; and the Trust hereby consents (except during such periods that a Deferral Notice is outstanding and has not been revoked and subject to Section 3(j)(ii) hereof) to the use of such Prospectus or each amendment or supplement thereto by each Holder and the underwriters, if any, in connection with any offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto in the manner set forth therein.

- (i) Prior to any public offering of the Registrable Securities pursuant to a Registration Statement, use commercially reasonable efforts to register or qualify or cooperate with the Holders, the Special Counsel and the underwriters, if any, in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder or underwriter reasonably requests in writing (which request may be included with the Required Information); prior to any public offering of the Registrable Securities pursuant to the Registration Statement, use commercially reasonable efforts to keep each such registration or qualification (or exemption therefrom) effective during the period provided herein with respect to the disposition of all securities covered by such Registration Statement in connection with such Holder's offer and sale of Registrable Securities pursuant to such registration or qualification (or exemption therefrom) and do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of such Registrable Securities in the manner set forth in the relevant Registration Statement and the related Prospectus; *provided* that neither the Trust nor the Trustee will be required to (i) qualify as a foreign entity or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Agreement or (ii) take any action that would subject it to general service of process or to taxation in any such jurisdiction where it is not then so subject.
- (j) Upon (A) the issuance by the SEC of a stop order suspending the effectiveness of any Registration Statement or the initiation of proceedings with respect to any Registration Statement under Section 8(d) or 8(e) of the Securities Act, (B) the occurrence of any event or the existence of any fact as a result of which (x) any Registration Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or (y) any Prospectus shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (a "Material Event"), or (C) the occurrence or existence of any pending corporate development of the Trust that, in the reasonable discretion of the Trustee, makes it appropriate to suspend the availability of any Registration Statement and the related Prospectus, the Trust shall:
  - (i) in the case of clause (B) above, subject to clause (ii) below, as promptly as practicable prepare and file, if necessary pursuant to applicable law, a post-effective amendment to such Registration Statement or a supplement to the related Prospectus or any document incorporated therein by reference or file any other required document that would be incorporated by reference into such Registration Statement and Prospectus so that such Registration Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the

statements therein not misleading, and such Prospectus does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, and, in the case of a post-effective amendment to a Registration Statement, subject to clause (ii) below, use commercially reasonable efforts to cause it to be declared effective as promptly as practicable; and

(ii) give notice to the Holders and the Special Counsel, if any, that the availability of any Registration Statement is suspended (a "Deferral Notice") and, upon receipt of any Deferral Notice, each Holder agrees not to sell any Registrable Securities pursuant to the Registration Statement until such Holder's receipt of copies of the supplemented or amended Prospectus provided for in clause (i) above, or until it is advised in writing by the Trust that the Prospectus may be used, and has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in such Prospectus, in which case such Holder will use the Prospectus as so supplemented or amended in connection with any offering and sale of Registrable Securities covered thereby.

The Trust shall use commercially reasonable efforts to ensure that the use of the Prospectus may be resumed (x) in the case of clause (A) above, as promptly as is practicable, (y) in the case of clause (B) above, as soon as, in the sole judgment of the Trustee, public disclosure of such Material Event would not be prejudicial to or contrary to the interests of the Trust or, if necessary to avoid unreasonable burden or expense, as soon as practicable thereafter, and (z) in the case of clause (C) above, as soon as, in the reasonable discretion of the Trustee, such suspension is no longer appropriate. The Trust shall be entitled to exercise its right under this Section 3(j) to suspend the availability of any Registration Statement or any Prospectus (the "Deferral Period") for use by any Holder.

(k) If reasonably requested by a Holder or any underwriter participating in any disposition of Registrable Securities, if any, in writing in connection with a disposition by such Holder of Registrable Securities pursuant to a Registration Statement, make reasonably available for inspection during normal business hours by a representative for such Holder(s) of such Registrable Securities, any broker-dealers, underwriters, attorneys and accountants retained by such Holder(s), and any attorneys or other agents retained by a broker-dealer or underwriter engaged by such Holder(s), all relevant financial and other records and pertinent corporate documents and properties of the Trust, and cause the appropriate officers, directors and employees of the Trustee to make reasonably available for inspection during normal business hours on reasonable notice all relevant information reasonably requested by such representative for the Holder(s), or any such broker-dealers, underwriters, attorneys or accountants in connection with such disposition, in each case as is customary for similar "due diligence" examinations; *provided* that (i) the Trustee shall not be obligated to make available for inspection any information that, based on the reasonable advice of counsel to the Trustee, could subject the Trustee to the loss of attorney-client privilege with respect thereto and (ii) such Persons shall first agree in writing with the Trustee that all information shall be kept confidential by such Persons and shall be used solely for the purposes of exercising rights under this Agreement, unless (a) disclosure of such information is required by court or administrative order or is

necessary to respond to inquiries of regulatory authorities, (b) disclosure of such information is required by law (including any disclosure requirements pursuant to federal securities laws in connection with the filing of any Registration Statement or the use of any Prospectus referred to in this Agreement) or (c) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by any such Person; and *provided further* that the foregoing inspection and information gathering shall, to the greatest extent possible, be coordinated on behalf of all the Holders and the other parties entitled thereto by Special Counsel, if any, or another representative selected by the Holders of a majority of Registrable Securities being registered pursuant to such Registration Statement. Any Person legally compelled or required by administrative or court order or by a regulatory authority to disclose any such confidential information made available for inspection shall provide the Trustee with prompt prior written notice of such requirement so that the Trustee may seek a protective order or other appropriate remedy.

- (l) Use its best efforts to comply with all applicable rules and regulations of the SEC and make generally available to the Trust's securityholders earnings statements (which need not be audited) satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) for a 12-month period commencing on the first day of the first fiscal quarter of the Trust commencing after the effective date of a Registration Statement, which statements shall be made available no later than the next succeeding Business Day after such statements are required to be filed with the SEC.
- (m) Cooperate with each Holder and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities sold or to be sold pursuant to a Registration Statement, which certificates shall not bear any restrictive legends stating that the Registrable Securities evidenced by the certificates are "restricted securities" (as defined by Rule 144), and cause such Registrable Securities to be registered in such names as such Holder or the managing underwriters, if any, may request in writing at least two (2) Business Days prior to any sale of such Registrable Securities.
- (n) Provide a CUSIP number for all Registrable Securities covered by each Registration Statement not later than the effective date of such Registration Statement.
- (o) Cooperate with and assist each Holder, the Special Counsel and any underwriters participating in any disposition of Registrable Securities in any filings required to be made with the Financial Industry Regulatory Authority ("FINRA") in connection with the filing or effectiveness of any Registration Statement, any post-effective amendment thereto or any offer or sale of Trust Units thereunder.
- (p) In the case of a proposed sale pursuant to a Registration Statement involving an underwritten offering, the Trust shall enter into such customary agreements on behalf of he Trust (including, if requested, an underwriting agreement in reasonably customary form containing standard representations and warranties, covenants and indemnities of the Trust similar to those representations and warranties, covenants and indemnities given by issuers of securities in underwritten offerings of securities) and take all such other action, if any, as Holders of a majority of the Registrable Securities being sold or any managing underwriters reasonably shall request in order to facilitate any disposition of the Registrable Securities pursuant to such

Registration Statement, including, without limitation, (i) using commercially reasonable efforts to cause its counsel to deliver an opinion or opinions in reasonably customary form, (ii) using its reasonable best efforts to cause its officers to execute and deliver all customary documents and certificates on behalf of the Trust and (iii) using its reasonable best efforts to cause the Trust's independent public accountants to provide a comfort letter or letters in reasonably customary form.

- (q) Use reasonable best efforts to support the marketing of the Registrable Securities covered by the Registration Statement.
- (r) Upon (i) the filing of any Registration Statement and (ii) the effectiveness of any Registration Statement, announce the same, in each case by press release to Reuters Economic Services and Bloomberg Business News.
- (s) Use commercially reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange or quotation system on which similar securities issued by the Trust are listed or traded.

Section 4. Holder's Obligations.

- (a) Each Holder agrees that if such Holder wishes to sell Registrable Securities pursuant to a Registration Statement and related Prospectus, it will do so only in accordance with this Section 4 and Section 3(j) hereof. The Trust may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Trust in writing such information required in connection with such registration regarding such seller and the distribution of such Registrable Securities as the Trust may, from time to time, reasonably request in writing (the "Required Information") and the Trust may exclude from such registration the Registrable Securities of any seller who unreasonably fails to furnish such information within a reasonable time after receiving such request. In addition, following the date that a Registration Statement is declared effective, each Holder wishing to sell Registrable Securities pursuant to a Registration Statement and related Prospectus agrees to deliver, at least seven (7) Business Days prior to any intended distribution of Registrable Securities under the Registration Statement, to the Trust any additional Required Information as the Trust may reasonably request so that the Trust may complete or amend the information required by any Registration Statement.
- (b) Each Holder agrees, by acquisition of the Registrable Securities, that no Holder shall be entitled to sell any of such Registrable Securities pursuant to a Registration Statement or to receive a Prospectus relating thereto unless such Holder has furnished the Trust with the Required Information as required pursuant to this Section 4 and the information set forth in the next sentence. Each Holder agrees promptly to furnish to the Trust all information required to be disclosed in order to make the information previously furnished to the Trust by such Holder not misleading and any other information regarding such Holder and the distribution of such Registrable Securities as the Trust may from time to time reasonably request. Any sale of any Registrable Securities by any Holder shall constitute a representation and warranty by such Holder that the information relating to such Holder and its plan of distribution is as set forth in the Prospectus delivered by such Holder in connection with such disposition, that such

Prospectus does not as of the time of such sale contain any untrue statement of a material fact relating to or provided by such Holder or its plan of distribution and that such Prospectus does not as of the time of such sale omit to state any material fact relating to or provided by such Holder or its plan of distribution necessary in order to make the statements in such Prospectus relating to or provided by such Holder, in the light of the circumstances under which they were made, not misleading.

Section 5. Registration Expenses. Subject to the last sentence of this Section 5, the Company shall bear all out-of-pocket fees and expenses incurred in connection with the performance by the Trust of its obligations under this Agreement whether or not any Registration Statement is declared effective. Such fees and expenses shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (x) with respect to filings required to be made with FINRA and (y) of compliance with federal and state securities or Blue Sky laws (including, without limitation, reasonable fees and disbursements of the Special Counsel, if any, in connection with Blue Sky qualifications of the Registrable Securities under the laws of such jurisdictions as Holders of a majority of the Registrable Securities being sold pursuant to a Registration Statement may designate)), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities in a form eligible for deposit with The Depository Trust Company), (iii) duplication expenses relating to copies of any Registration Statement or Prospectus delivered to any Holders hereunder, (iv) fees and disbursements of counsel for the Trust and the Special Counsel, if any, in connection with any Registration Statement, (v) fees of accountants and reserve engineers for consents and cold comfort and (vi) the fees and expenses incurred in connection with the listing by the Trust of the Registrable Securities on any securities exchange on which similar securities of the Trust are then listed. However, the Trust shall pay the internal expenses of the Trustee (including, without limitation, all salaries and expenses of officers and employees performing legal or accounting duties), the expense of any annual audit and annual reserve report and the other fees and expenses of the accountants and independent reserve engineers for the Trust not covered by clause (v) of the preceding sentence, the fees and expenses of any Person, including special experts, retained by the Trust and the fees and expenses of any transfer agent for the Registrable Securities. Notwithstanding the provisions of this Section 5, each seller of Registrable Securities shall pay its own selling expenses, including any underwriting discounts and commissions, all registration expenses to the extent required by applicable law and, except as otherwise provided herein, fees and expenses of such seller's counsel.

Section 6. Indemnification and Contribution.

(a) *Indemnification by the Trust*. The Trust shall indemnify and hold harmless the Company, each Holder and each Person, if any, who controls the Company or any Holder within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, any reasonable legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) ("*Expenses*") to which the Company, any Holder or any controlling Person of the Company or any Holder may become subject, under or with respect to the Securities Act, the Exchange Act, any other federal or state securities law or otherwise, insofar as such Expenses are caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement at the date and time as of which

Registration Statement was declared effective by the SEC, any preliminary Prospectus or the Prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein (in the case of a preliminary Prospectus or Prospectus, in light of the circumstances under which they were made), not misleading, but in each case only with respect to written information relating to the Trust furnished by or on behalf of the Trust specifically for inclusion in the documents referred to in the foregoing indemnity. Subject to Section 6(e) of this Agreement, the Trust shall reimburse the Company, the Holders and any controlling Persons thereof for any legal or other expenses reasonably incurred by the Company, the Holders or any controlling Persons thereof in connection with the investigation or defense of any Expenses with respect to which the Company and the Holders or any controlling Persons thereof is entitled to indemnity by the Trust under this Agreement. The Trustee shall have no indemnification obligations under this Agreement, or any liability for failure of the Trust to satisfy its obligations under this Agreement.

(b) Indemnification by the Company. The Company shall indemnify and hold harmless each Holder (other than the Company), the Trust and the Trustee and any agents thereof, individually and as trustee, as the case may be, and each Person, if any, who controls such Holder, the Trust or the Trustee within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any Expenses to which such Holder, the Trust, the Trustee or any agent thereof or any controlling Person of such Holder, the Trust or the Trustee may become subject, under or with respect to the Securities Act, the Exchange Act, any other federal or state securities law or otherwise, insofar as such Expenses are caused by (i) an untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or an omission or alleged omission to state a material fact required to be stated in or necessary to make the statements therein not misleading at the date and time as of which such Registration Statement was declared effective by the SEC, (ii) an untrue statement or alleged untrue statement of a material fact contained in any preliminary Prospectus or any Prospectus or an omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading as of the date of such preliminary Prospectus or Prospectus and as of the closing of the sale of Trust Units sold thereunder or (iii) any untrue statement or alleged untrue statement of a material fact contained in any other filing, report or other action taken with respect to the Securities Act, the Exchange Act or any other Federal or state securities law, the listing of the Trust Units on the New York Stock Exchange or another national securities exchange or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Company shall not be liable to and shall not indemnify the Holders (other than the Company), the Trustee or any agents or controlling Persons thereof, individually or as trustee, as the case may be, in any such case under the preceding clauses (i) and (ii) of this <u>Section 6(b)</u> to the extent that any such Expense arises out of, is based upon or is connected with information relating to (a) the Trustee in its individual capacity or (b) such Holder, in either case prepared or furnished by the Trustee or such Holder, as the case may be, expressly for use in any Registration Statement, any preliminary Prospectus or any Prospectus; and provided, further, that the Company shall not be liable to the Holders (other than the Company), the Trustee or any agents or controlling Persons thereof, individually or as trustee, as the case may be, in any such case under the preceding clause (iii) of this <u>Section 6(b)</u> to the extent that any such Expense arises out of, is based upon or is connected with information relating to (a) the Trustee in its individual capacity prepared or furnished by the

Trustee and the Trustee is found liable or (b) such Holder prepared or furnished by such Holder and such Holder is found liable. Subject to Section 6(e) of this Agreement, the Company shall reimburse the Holders (other than the Company), the Trust and the Trustee and any agents or controlling Persons thereof for any legal or other expenses reasonably incurred by the Holders (other than the Company), the Trust and the Trustee or any agent or controlling Persons thereof in connection with the investigation or defense of any Expenses with respect to which the Holders (other than the Company), the Trust and the Trustee or any agent or controlling Persons thereof is entitled to indemnity by the Company under this Agreement.

(c) Indemnification by Certain of the Holders. Each Holder (other than the Company), severally and not jointly, shall indemnify and hold harmless the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, and any other Holder and each Person, if any, who controls the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, or any other Holder within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all Expenses to which the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, any other Holder or any controlling Person of the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, or any other Holder may become subject, under or with respect to the Securities Act, the Exchange Act, any other federal or state securities law or otherwise, insofar as such Expenses are caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement at the date and time as of which such Registration Statement was declared effective by the SEC, any preliminary Prospectus or the Prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein (in the case of a preliminary Prospectus or Prospectus, in light of the circumstances under which they were made), not misleading, but in each case only with respect to written information relating to such Holder (other than the Company) furnished by or on behalf of such Holder specifically for inclusion in the documents referred to in the foregoing indemnity. Subject to Section 6(e) of this Agreement, such Holder shall reimburse the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, the other Holders and any agents or controlling Persons thereof for any legal or other expenses reasonably incurred by the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, the other Holders or any agent or controlling Persons thereof in connection with the investigation or defense of any Expenses with respect to which the Company, the Trust, the Trustee and any agents thereof, individually and as trustee, and the other Holders or any agent or controlling Persons thereof is entitled to indemnity by such Holder under this Agreement.

(d) *Conduct of Indemnification Proceedings*. In case any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to Section 6(a), 6(b) or 6(c) hereof, such Person (the "Indemnified Party") shall promptly notify the Person against whom such indemnity may be sought (the "Indemnifying Party") in writing and the Indemnifying Party, upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such

counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, other than solely by virtue of the rights and obligations of the Indemnifying Party and the Indemnified Party under this Section 6. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by, in the case of parties indemnified pursuant to Section 6(a), the Holders of a majority of the Registrable Securities covered by the Registration Statement held by Holders that are indemnified parties pursuant to Section 6(a) and, in the case of parties indemnified pursuant to Section 6(b) or Section 6(c), the Trustee. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final, non-appealable judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any Expenses by reason of such settlement or judgment. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding.

(e) *Contribution*. To the extent that the indemnification provided for in Section 6(a), 6(b) or 6(c) is unavailable to an Indemnified Party or insufficient in respect of any Expenses referred to therein, then each Indemnifying Party under such paragraph, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party or Indemnifying Parties on the one hand and the Indemnified Party or Indemnified Parties on the other hand or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Indemnifying Party or Indemnifying Parties on the one hand and of the Indemnified Party or Indemnified Parties on the other hand in connection with the statements or omissions that resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Company and the other Holders on the one hand and the Trust on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact required to be stated or necessary in order to make the statements (in the case of a preliminary Prospectus or Prospectus, in light of the circumstances under which they were made) not misleading, relates to information supplied by the Company, the other Holders or by the Trust, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Holders' respective obligations to contribute pursuant to this Section 6 are several in proportion to the respective number of Registrable Securities they have sold pursuant to a Registration Statement, and

The parties hereto agree that it would not be just and equitable if contribution pursuant to this <u>Section 6(e)</u> were determined by pro rata allocation or by any other method of allocation that

does not take into account the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the Expenses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

- (f) The remedies provided for in this <u>Section 6</u> are not exclusive and shall not limit any rights or remedies which may otherwise be available to an Indemnified Party at law or in equity, hereunder or otherwise.
- (g) The indemnity and contribution provisions contained in this <u>Section 6</u> shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Holder, any Person controlling the Company or any other Holder or any Affiliate of the Company or any other Holder or by or on behalf of the Trustee, its officers or directors or any Person controlling the Trustee and (iii) the sale of any Registrable Securities by any Holder.

Section 7. *Information Requirements*. The Trust covenants that, if at any time before the end of the Effective Period the Trust is not subject to the reporting requirements of the Exchange Act, it will cooperate with any Holder and take such further reasonable action as any Holder may reasonably request in writing (including, without limitation, making such reasonable representations as any such Holder may reasonably request), all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144A under the Securities Act and customarily taken in connection with sales pursuant to such exemptions. Upon the written request of any Holder, the Trust shall deliver to such Holder a written statement as to whether the Trust has complied with such filing requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Trust to register any of the Trust's securities under any section of the Exchange Act.

Section 8. *Underwritten Registrations*. The Holders of Registrable Securities covered by any Registration Statement who desire to do so may sell such Registrable Securities to an underwriter in an underwritten offering for reoffering to the public. If any of the Registrable Securities covered by any Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Holders of a majority of such Registrable Securities included in such offering, subject to the consent of the Trust (which shall not be unreasonably withheld or delayed), and such Holders shall be responsible for all underwriting commissions and discounts and any transfer taxes in connection therewith. No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's Registrable Securities on the basis reasonably provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting

agreements and other documents reasonably required under the terms of such underwriting arrangements.

Section 9. Miscellaneous.

- (a) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, without the written consent of the Trust, the Company and the Holders of a majority of Registrable Securities. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by Holders of at least a majority of the Registrable Securities being sold by such Holders pursuant to such Registration Statement; provided that the provisions of this sentence may not be amended, modified or supplemented except in accordance with the provisions of the immediately preceding sentence. Notwithstanding the foregoing, this Agreement may be amended by written agreement signed by the Trust, without the consent of the Holders of Registrable Securities, to cure any ambiguity or to correct or supplement any provision contained herein that may be defective or inconsistent with any other provision contained herein, or to make such other provisions in regard to matters or questions arising under this Agreement that shall not adversely affect the interests of the Holders of Registrable Securities. Each Holder of Registrable Securities outstanding at the time of any such amendment, modification, supplement, waiver or consent effected pursuant to this Section 9(a), whether or not any notice, writing or marking indicating such amendment, modification, supplement, waiver or consent appears on the Registrable Securities or is delivered to such Holder.
- (b) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, by facsimile, by courier guaranteeing overnight delivery or by first-class mail, return receipt requested, and shall be deemed given (i) when made, if made by hand delivery, (ii) upon confirmation, if made by facsimile, (iii) one (1) Business Day after being deposited with such courier, if made by overnight courier or (iv) on the date indicated on the notice of receipt, if made by first-class mail, to the parties as follows:
  - (i) if to a Holder, at the most current address given by such Holder to the Trust;
  - (ii) if to the Trust or the Trustee, to:

Enduro Royalty Trust c/o The Bank of New York Mellon Trust Company, N.A. 919 Congress Avenue, Suite 500 Austin, Texas 78701 Attention: Michael J. Ulrich

Fax: (512) 479-2553

with a copy to:

Bracewell & Giuliani LLP 111 Congress Avenue, Suite 2300 Austin, Texas 787801-4061 Attention: Thomas W. Adkins Fax: (512) 479-3940

(iii) if to the Company, to:

Enduro Resource Partners LLC 777 Main Street, Suite 800 Fort Worth, Texas 76102 Attention: Jon S. Brumley Fax: (817) 529-8450

with a copy to:

Latham & Watkins LLP 717 Texas Avenue, Suite 1600 Houston, Texas 77002 Attention: Sean T. Wheeler Fax: (713) 546-5401

or to such other address as such Person may have furnished to the other Persons identified in this Section 9(b) in writing in accordance herewith.

- (c) *Approval of Holders*. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Trust or its Affiliates (as such term is defined in Rule 405 under the Securities Act) (other than the Company or subsequent Holders if such Holders are deemed to be such Affiliates solely by reason of their holdings of such Registrable Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.
- (d) *Successors and Transferees*. Any Person or group of Persons who purchases any Registrable Securities from the Company or otherwise holds any Registrable Securities as a result of any sale, liquidation, dividend or distribution by the Company or any of its Affiliates shall be deemed, for purposes of this Agreement, to be a transferee of the Company, but if and only if such Person or group (i) agrees to be designated as a transferee, (ii) is specifically designated as a transferee in writing by the Company to the Trust and (iii) in the case of a group, such group shall collectively constitute a Transferee for purposes of this Agreement (including without limitation, for purposes of exercising any Demand Registration right transferred by the Company to such group) (a "*Transferee*"). This Agreement shall inure to the benefit of and be binding upon such Transferees, *provided* that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms thereof. If the Company designates any Person as a Transferee in accordance with this Section 9(d), then the Registrable Securities acquired by such Transferee shall be held subject to all of

the terms of this Agreement, and by taking and holding such Registrable Securities, such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof.

- (e) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
  - (f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- (g) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.
- (h) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and the parties hereto shall use their reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.
- (i) *Entire Agreement*. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and the registration rights granted by the Trust with respect to the Registrable Securities. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein, with respect to the registration rights granted by the Trust with respect to the Registrable Securities. This Agreement supersedes all prior agreements and undertakings among the parties with respect to such registration rights. No party hereto shall have any rights, duties or obligations other than those specifically set forth in this Agreement.
- (j) *Termination*. This Agreement and the obligations of the parties hereunder shall terminate upon the end of the Effective Period, except for any liabilities or obligations under Section 4, 5 or 6 hereof, each of which shall remain in effect in accordance with its terms.
- (k) Specific Enforcement; Venue. The parties hereto acknowledge and agree that each would be irreparably damaged if any of the provisions of this Agreement are not performed by the other in accordance with their specific terms or are otherwise breached. It is accordingly agreed that each party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement by the other and to enforce this Agreement and the terms and provisions hereof specifically against the other, in addition to any other remedy to which such aggrieved party may be entitled at law or in equity. Any action or proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement may be brought against any of the parties in the FEDERAL AND STATE COURTS LOCATED WITHIN THE STATE OF DELAWARE

and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

(l) *Limitation of Liability*. It is expressly understood and agreed by the parties hereto that (i) this Agreement is executed and delivered by the Trustee not individually or personally, but solely as Trustee on behalf of the Trust and (ii) under no circumstances shall the Trustee be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### ENDURO RESOURCE PARTNERS LLC

By: /s/ Jon S. Brumley

Jon S. Brumley

President and Chief Executive Officer

### ENDURO ROYALTY TRUST

By: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee of Enduro Royalty Trust

By: /s/ Michael J. Ulrich
Michael J. Ulrich

Vice President

Signature Page to Registration Rights Agreement