

MF108603

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF108603	56-031407		ROBERTSON

<i>Survey</i>	HIGHWAYS & PUBLIC TRANSPORTATION DE
---------------	-------------------------------------

*Block*

*Block Name*

*Township*

*Section/Tract*

*Land Part*

*Part Description*

HIGHWAY RIGHT-OF-WAY

*Acres*

1.32

*Depth Below*

*Depth Above*

*Depth Other*

0

0

*Name*

ENCANA OIL & GAS (USA) INC

*Lease Date*

12/11/2007

*Primary Term*

3 yrs

*Bonus (\$)*

\$165.00

*Rental (\$)*

\$0.00

*Lease Royalty*

0.1666

*Leasing:* BB

*Analyst:* MS

*Maps:* \_\_\_\_\_

*GIS:* AS



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- |                              |         |
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# The State of Texas

HROW Lease  
Revised 8/06



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (108603)  
GENERAL LAND OFFICE  
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **EnCana Oil and Gas (USA) Inc.**, whose address is **14001 N Dallas Parkway, Dallas, TX** hereinafter called "Lessee".

1. Lessor, in consideration of **One Hundred Sixty Five 00/100 (\$ 165.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Robertson** State of Texas, and is described as follows:

**1.32 acres** of land, more or less, known as, situated in said **Robertson** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **1.32 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three (3) years, from December 11th, 2007** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/6** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/6** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/6** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/6** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 25.00**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

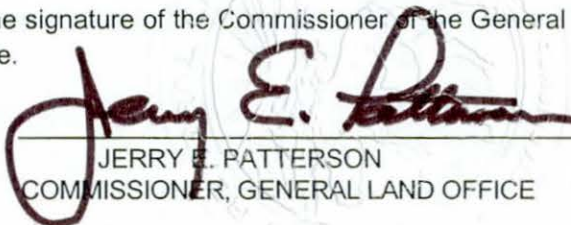
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CLR

CC: [Signature]

Exhibit "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated December 11th, 2007, by and between the State of Texas, as lessor, and EnCana Oil & Gas (USA) and Leor Energy, LP, as lessees, covering acreage to be leased in Robertson County, Texas, being part an access road.

1.32 acres of land, more or less situated in the Pedro Periera, Jose De Jesus & Mariano Grande Eleven Survey leagues Grant, A-32. Said lands also being the same lands described in the following deed recorded in the Deed of Records, Robertson County, Texas:

Deed from I.N. Kelley to the County of  
Robertson, State of Texas  
dated 10/15/1996 and recorded in Vol. 230,  
P. 538 of the Deed of Records, Robertson  
County.

Acreage shown hereon furnished by others.  
The information contained on this plat is intended for the  
sole use of ENCANIA OIL & GAS (USA) INC.

ALL BEARINGS, DISTANCES AND COORDINATES  
SHOWN HEREON ARE BASED ON G.P.S. DATA  
CONVERTED TO THE TEXAS COORDINATE SYSTEM,  
CENTRAL ZONE (NAD 1983)

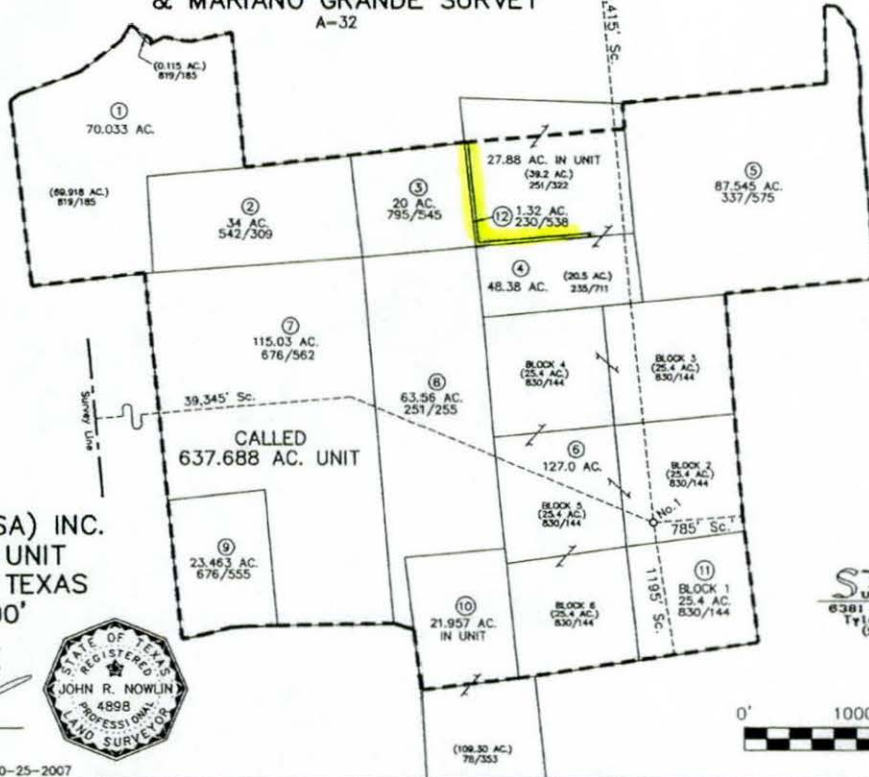
EXHIBIT "A"

Proposed Location is 39,345' Sc. F.S.W.L. &  
10,415' F.N.W.L. of the GRANDE SUR., A-32.  
Proposed location is N 66° E - 9.0 miles from Franklin, Tx.

PEDRO PEREIRA, JOSE DE JESUS  
& MARIANO GRANDE SURVEY  
A-32

TR-1	70.033 AC.
TR-2	34.000 AC.
TR-3	20.000 AC.
TR-4	48.380 AC.
TR-5	87.545 AC.
TR-6	127.000 AC.
TR-7	115.030 AC.
TR-8	63.560 AC.
TR-9	23.463 AC.
TR-10	21.957 AC.
TR-11	25.400 AC.
TR-12	1.320 AC.

TOTAL = 637.688 AC.



**PROPOSED LOCATION**  
NAD 83 DATA-TX.C.Z.  
LAT: 31°04'29.94"  
LON: 96°20'41.68"  
X: 3,544,897  
Y: 10,377,081  
ELEV: 425' SC.  
NAD 27 DATA-TX.C.Z.  
LAT: 31°04'29.27"  
LON: 96°20'40.81"  
X: 3,248,418  
Y: 534,499

UNIT PLAT  
ENCANA OIL & GAS (USA) INC.  
KIMBERLY BRUNETTE UNIT  
ROBERTSON COUNTY, TEXAS  
SCALE: 1" = 1000'

I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: *John R. Nowlin*  
JOHN R. NOWLIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4898



PREPARED BY:  
**STANGER**  
SURVEYING TYLER, LLC  
6381 New Copeland Road  
Tyler, Texas 75703  
(903) 534-0174



10-25-2007

761329

1.  
File No. MF108603

Lease

Date Filed: 1/9/08

JOY E. Patterson, Commissioner

By 

**Greiner Land Services, Inc. for  
EnCana Oil & Gas (USA) Inc.**

2002 Long Cove  
Round Rock, Texas 78664

November 30, 2007

Have Money  
m -

125.00  
1/6  
3 yr Paid up  
Shut in 25.00

Drew Reid  
Texas General Land Office  
1700 N. Congress Ave., Suite 600  
Austin, Texas 78701

AGG 255 Rd.

Dear Mr. Reid,

On behalf of EnCana Oil and Gas (USA) Inc., and Leor Energy, L.P., I am seeking an oil and gas lease from your office covering a small Right of Way (Tract no. 12) of land highlighted in yellow on the attached plat and described as:

1.32 acres, more or less, out of the Pedro Periera, Jose De Jesus & Mariano Grande Eleven Survey Leagues Grant, Abstract 32, being the same land described in that certain Warranty Deed Deed dated October 15, 1966, from I. N. Kelly to the County of Robertson, State of Texas and recorded in Volume 230, Page 538, of the Deed Records of Robertson County, Texas.

REQUIREMENT # 5 on page 20 of the enclosed title opinion dated June 4, 2007, prepared by the Law office of Lebanowski & Associates, states that a lease from your office is what we need in order to proceed with our drilling program.

Please let me know if I need to add anything to the package I have supplied herewith and I will get it for you as soon as possible. Thank you very much for your help.

My telephone number is 512-636-9467. If you have any questions please give me a call.

Sincerely,



Carl Greiner

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

### Receiver Payment Form

08006780

Date: 12-5-07

129

Mail Code: 129

Check:     

Cash:     

RCR

Amount of Payment ~~267.48~~

DEC 05 2007

Greiner Land Services INC ✓

Account Holder Name Greiner Land Serv

For Bonus + Profit

Return Distribution Slip To Beverly Boyd

RECEIVED

Received By: Greiner

DEC 05 2007

RECEIVER'S OFFICE

2025

2.

0800080

File No. W 7108603

Letter of Agreement

Date Filed: 11/9/08

Jerry E. Patterson, Commissioner

By: 

80

RECEIVED  
REC'D 11/9/08  
RECEIVER'S OFFICE

AFFIDAVIT OF CONSIDERATION PAID

State: TEXAS  
County: ROBERTSON

Affiant on oath swears that the following statements are true:

My name is Carl Greiner, I am 50 years of age. My address is 2002 Long Cove, Round Rock, Texas 78664 and am familiar with the following lands (the "Lands") in Robertson County, Texas:

1.32 acres, more or less, out of the Pedro Periera, Jose De Jesus & Mariano Grande Eleven Survey Leagues Grant, Abstract 32, being the same land described in that certain Warranty Deed Deed dated October 15, 1966, from I. N. Kelly to the County of Robertson, State of Texas and recorded in Volume 230, Page 538, of the Deed Records of Robertson County, Texas. (Tract 12 on Plat attached hereto as Exhibit "A")

The consideration paid to the mineral owners adjacent to Tract 34A, were as follows;

- Tract 3: Ricky Carlson was paid \$125 per net mineral acre for a 1/6 royalty, 3 year lease.
- Tract 4: Cecil K. Simmons and wife Marilyn were paid \$100 per net mineral acre for a 1/6 royalty, 3 year lease.
- Tract 8: Kenneth D. Mayfield was paid \$100 per net mineral acre for a 1/6 royalty, 3 year lease.

See plat attached hereto as Exhibit "A".

This Affidavit is signed by me on the date of acknowledgment of my signature.

Affiant: Carl Greiner

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Robertson

The foregoing instrument was acknowledged before me this 21 day of Dec 2007, by Carl Greiner.

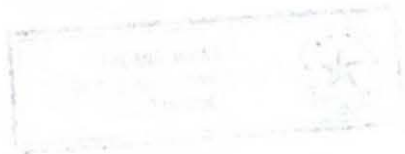
WITNESS my hand and official seal.

Paul Simons  
NOTARY PUBLIC, STATE OF TEXAS  
My commission expires: Oct 5, 2009



3.

File No. MF 108603  
Officer  
Date Filed: 1/9/08  
By: [Signature]  
Harry E. Patterson, Commissioner



AFFIDAVIT OF NON PRODUCTION

STATE OF TEXAS

COUNTY OF ROBERTSON

Affiants on oath swear that the following statements are true:

Our names are Bobby Jack Small and Keith Nickelson. We are over 50 years of age. We are residents of Robertson County, Texas and familiar with the following lands (the "Lands") in Robertson County, Texas:

1.32 acres, more or less, out of the Pedro Periera, Jose De Jesus & Mariano Grande Eleven Survey Leagues Grant, Abstract 32, being the same land described in that certain Warranty Deed dated October 15, 1966, from I. N. Kelly to the County of Robertson, State of Texas and recorded in Volume 230, Page 538, of the Deed Records of Robertson County, Texas.

To the best of our knowledge, on January 1, 1985, there was no well within 2,500 feet of the land described above capable of producing in paying quantities.

This Affidavit is signed by us on the date of acknowledgment of our signatures.

*[Handwritten signature of Bobby Jack Small]*  
Bobby Jack Small  
*[Handwritten signature of Keith Nickelson]*  
Keith Nickelson

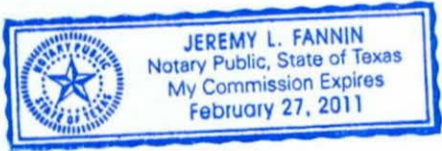
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ROBERTSON

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2007, by Bobby Jack Small.

WITNESS my hand and official seal.



*[Handwritten signature of Jeremy L. Fannin]*  
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: 2-27-2011

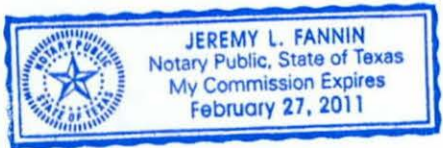
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ROBERTSON

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2007, by Keith Nickelson.

WITNESS my hand and official seal.



*[Handwritten signature of Jeremy L. Fannin]*  
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: 2-27-2011

4.

File No. MF708603

Officer

Date filed: 1/9/08

Jerry E. Patterson, Commissioner

By [Signature]



2938

THE STATE OF TEXAS  
COUNTY OF ROBERTSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, I. N. KELLEY, OF THE COUNTY OF BRAZOS, STATE OF TEXAS, FOR AND IN CONSIDERATION OF THE SUM OF ONE AND NO/100 (\$1.00) DOLLAR AND OTHER GOOD AND SUFFICIENT CONSIDERATION TO ME CASH IN HAND PAID BY THE COUNTY OF ROBERTSON, STATE OF TEXAS, THE RECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED, HAVE THIS DAY SOLD AND DO BY THESE PRESENTS, GRANT, SELL AND CONVEY UNTO THE SAID COUNTY OF ROBERTSON, STATE OF TEXAS, THE FOLLOWING DESCRIBED TRACT OF LAND, AND SAME IS HEREBY DEDICATED TO SAID COUNTY AS A ROADWAY TO BE USED BY THE PUBLIC:

A 30 FT. WIDE ROAD PROVIDING ACCESS TO A SUBDIVISION OF THE VARIOUS TRACTS OF CURLEE NOW OWNED BY MR. KELLEY IN THE GRANDE 11 LEAGUES GRANT IN ROBERTSON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

538

BEGINNING AT THE NW CORNER OF SAID 118.1 ACRE TRACT;  
THENCE S 3/4 E 2144.5 FT.;  
THENCE S 31 E 950.4 FT. TO AN IRON ROD ON SO. SIDE OF ROAD;  
THENCE N 60° 01' E 1014 FT.;  
THENCE N 32 W 30 FT.;  
THENCE S 60° 01' W 984 FT. TO A STAKE IN EAST SIDE OF ROAD FOR CORNER;  
THENCE ALONG THE EAST SIDE OF SAID ACCESS ROAD N 31 W 920.4 FT;  
THENCE S 58 W 30 FT. TO PLACE OF BEGINNING, ACCORDING TO SURVEY MADE ON OCTOBER 6, 1966 BY ERNEST FLETCHER, REGISTERED PUBLIC SURVEYOR, No. 403, FOR THE STATE OF TEXAS.

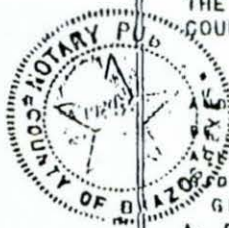
TO HAVE AND TO HOLD THE ABOVE DESCRIBED PREMISES, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND HEREDITAMENTS THEREUNTO IN ANY WAY BELONGING UNTO THE SAID COUNTY OF ROBERTSON, STATE OF TEXAS, AND ITS ASSIGNS; AND I HEREBY BIND MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS TO FOREVER WARRANT AND DEFEND THE RIGHTS AND TITLE TO SAID PREMISES UNTO THE SAID COUNTY OF ROBERTSON, STATE OF TEXAS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

WITNESS MY HAND AT BRYAN, TEXAS, THIS 15th DAY OF OCTOBER, 1966.

*I. N. Kelley*  
(I. N. KELLEY)

THE STATE OF TEXAS  
COUNTY OF BRAZOS

Vol. 230 Page 538



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY STATE, ON THIS DAY PERSONALLY APPEARED I. N. KELLEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE KNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF OCTOBER, A. D. 1966.

*W. B. ...*  
NOTARY PUBLIC, BRAZOS COUNTY, TEXAS

Filed for record at 10 o'clock a. m. Dec. 1st. A D 1966 and duly recorded at 4 o'clock p. m. December 5th. A D 1966  
BY *Shirley ...* DEPUTY MRS. KATHERINE GALLOWAY, CO. CLERK

5.

File No. MF708603

Deed

Date Filed: 1/9/08

Jerry E. Patterson, Commissioner

By [Signature]

June 4, 2007

EnCana Oil & Gas (USA) Inc.  
14001 N. Dallas Parkway, Suite 1000  
Dallas, Texas 75240

558-082-14

Attention: Mr. Jim Grover

Re: Cecil K. Simmons et ux leases, 20.5 acres of land, more or less, out of the Grande 11 League Survey, A-32, Robertson County, Texas (Gap I, Tract 34B)

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**ORIGINAL TITLE OPINION**

Gentlemen:

Pursuant to your request, title has been examined for the following tracts of land, located in Robertson County, Texas, more particularly described by metes and bounds on Exhibit "A" and depicted on Exhibit "B" attached to this Opinion:

**TRACT ONE:**

20.5 acres of land, more or less, out of the Grande 11 League Survey, A-32, Robertson County, Texas, more particularly described in that certain Warranty Deed dated April 17, 1967 from I. N. Kelley to Joe Prieve et ux, Hattie Prieve, recorded at Volume 233, Page 464 of the Deed Records of Robertson County, Texas, SAVE AND EXCEPT Tract Two below.

**TRACT TWO:**

All that portion of a 30-foot wide public road, out of the Grande 11 League Survey, A-32, Robertson County, Texas, more particularly described in that certain Right-of-Way Deed dated October 15, 1966, from I. N. Kelley to the County

of Robertson, State of Texas, recorded at Volume 230, Page 538 of the Deed Records of Robertson County, Texas, INsofar AND ONLY INsofar as said road lies within 20.5 acres of land, more or less, out of the Grande 11 League Survey, A-32, Robertson County, Texas, more particularly described in that certain Warranty Deed dated April 17, 1967 from I. N. Kelley to Joe Prieve et ux, Hattie Prieve, recorded at Volume 233, Page 464 of the Deed Records of Robertson County, Texas

\*\*\*\*\*

For this Opinion, the following records and documents of title have been examined:

1. Index of Transactions prepared by Genesis Land & Mineral Resources, covering the captioned land for the period of time from sovereignty of the soil through March 21, 2007, at 5:00 p.m.
2. Photocopies of the records and documents of title contained in the offices of the county and district clerks of Robertson County, Texas, as referenced in the above-described Index of Transactions.
3. Tax Certificate issued by the Robertson County Tax Assessor/Collector.
4. Tax Certificate issued by the Franklin ISD Tax Assessor/Collector.
5. Photocopy of an unrecorded Oil and Gas Lease by and between Cecil K. Simmons et ux, as Lessor, and Leor Energy, L.P., as Lessor, concerning the captioned land.
6. Plat of the captioned land.

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#### OWNERSHIP

Our examination of the aforesaid records and documents of title reflects that, as of March 21, 2007, at 5:00 p.m, record title to the captioned land was vested as follows, subject to the Comments and Requirements hereinafter set forth:

#### TRACT ONE:

#### SURFACE ESTATE:

Cecil K. Simmons et ux, Marilyn J. Simmons  
(All)

1.00000000

MINERAL ESTATE:

Cecil K. Simmons et ux, Marilyn J. Simmons (All)	1.00000000
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NONPARTICIPATING ROYALTY ESTATE:

Source

Irene Franklin (1/4 x 1/6)	.04166667	NPR1
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Marjorie Clay (1/4 x 1/6)	.04166666	NPR1
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Total NPRI:	.08333333
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LEASEHOLD ROYALTY ESTATE:

Source

Cecil K. Simmons et ux, Marilyn J. Simmons (1/2 x 1/6)	.08333333	L1
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Total RI:	.08333333
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OVERRIDING ROYALTY ESTATE:

Source

Legends Exploration, L.P. (5%)	.05000000	A1
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Total ORRI:	.05000000
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OIL, GAS AND MINERAL LEASEHOLD ESTATE:

	<u>Working Interest</u>	<u>Net Revenue Interest</u>	<u>Source</u>
EnCana Oil & Gas (USA), Inc. [1/2 x (5/6 less 5%)]	.50000000	.39166667	L1/ A3-4
Leor Energy, L.P. [1/2 x (5/6 less 5%)]	.50000000	.39166667	L1
	<hr/>	<hr/>	
Total WI/NRI:	1.00000000	<u>.78333334</u>	
Total NPRI + RI + ORRI + NRI:		1.00000000	

**TRACT TWO:**

**SURFACE ESTATE:**

State of Texas  
 (All) 1.00000000

**MINERAL ESTATE:**

State of Texas  
 (All) 1.00000000

**NONPARTICIPATING ROYALTY ESTATE:**

	<u>Source</u>
Irene Franklin (1/4 x royalty)	Undetermined  NPR1
Marjorie Clay (1/2 x royalty)	Undetermined  NPR1
	<hr/>

Total NPRI: Undetermined

LEASEHOLD ROYALTY ESTATE:

None.

OVERRIDING ROYALTY ESTATE:

None.

OIL, GAS AND MINERAL LEASEHOLD ESTATE:

	<u>Working Interest</u>	<u>Net Revenue Interest</u>	<u>Source</u>
State of Texas			Fee
[100% less (1/2 x royalty)]	1.00000000	Undetermined	Unleased
		<hr/>	
Total NPRI + NRI:		1.00000000	

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LEASE ANALYSIS

Date: March 30, 2004.

Filed and Recorded: A Memorandum of this lease was filed for record on July 12, 2004, at Volume 871, Page 672 of the Official Records of Robertson County, Texas.

Form: Producers 88 (7-69) Paid Up with 640 Acre Pooling Provision.

Lessor: Cecil K. Simmons et ux, Marilyn J. Simmons.

Lessee: Leor Energy, L.P.

Lands Covered: 59.7 acres, including Tract One of the captioned land.

Interest Covered: Full mineral interest in and to Tract One of the captioned land.

Primary Term: Three (3) years. (See Requirement No. 8).  
Royalty: 1/6 on oil, gas and casinghead gas.

Shut-In Gas Royalty: If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. . . . If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of 90 consecutive days, and during such time there are no operations on said land, then at or before the expiration of said 90 day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to \$1.00 for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said 90 day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph.

Pooling: 80 acres plus 10% tolerance as to oil; 640 acres plus 10% tolerance as to gas.

Delay Rentals: None; paid-up lease.

Depository: None; payments are to be made directly to lessor at 605 South 19<sup>th</sup> Street, Leavenworth, Kansas 66048.

Special Provisions: This lease contains several typewritten or special provisions which alter the printed form. Some of the more unusual provisions are briefly summarized below; however, such summary may not be exhaustive, and you should refer to the lease itself for the complete text of all its provisions.

12. Royalty shall be 1/6.
13. Hard mineral exclusion.
14. Provision regarding damages and cleanup.
15. No hunting or fishing or firearms on the leased premises.

16. Vertical pugh clause.
17. Lessee shall pay lessor for the privilege of conducting seismic operations on the leased premises. The Lessee shall pay \$5.00 per acre for all acreage provided for in this lease for the privilege of conducting such seismic operations.
18. Typewritten provision control over printed form text.
19. Lessor has executed a Memorandum of Oil, Gas and Mineral Lease of even date herewith for recording in the records of Robertson County, Texas to give record notice of this lease.

Assignments: A1, 3 and 4.

Lease No. 2 (L2):

Date: April 25, 2005.

Filed and Recorded: A Memorandum of this lease was filed for record on May 27, 2005, at Volume 903, Page 783 of the Official Records of Robertson County, Texas.

Form: Not shown in the materials examined.

Lessor: County of Robertson, Texas, acting by and through the Commissioner's Court of Robertson County, Texas, by and through Judge Fred Elliott.

Lessee: Leor Energy, L.P.

Lands Covered: 100 acres of land, more or less, being any and all of those certain tracts, easements and rights-of-way owned or claimed by Lessor, including Tract Two of the captioned land.

Interest Covered: Three (3) years. (See Requirement No. 5).

Primary Term: Three (3) years, with an option to extend for two (2) additional years.

Royalty: Not shown in the materials examined.

Shut-In Gas Royalty: Not shown in the materials examined.

Pooling: Not shown in the materials examined.

Delay Rentals: Not shown in the materials examined.

Depository: Not shown in the materials examined.

Special Provisions: Not shown in the materials examined.

Assignments: A2, 3 and 4.

[NOTE: The above information relating to Lease No. 2 was obtained from the Memorandum of said lease.]

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**ASSIGNMENT ANALYSIS**

Assignment No. 1 (A1):

Date: September 14, 2004.

Filed and Recorded: September 24, 2004, at Volume 879, Page 63 of the Official Public Records of Robertson County, Texas.

Assignor: Leor Energy, L.P.

Assignee: Legends Exploration, L.P.

Interest Conveyed: 5% overriding royalty interest in Lease No. 1.

Reservations and Exceptions: None.

[NOTE: This assignment was amended by an instrument dated April 27, 2005 (Volume 928, Page 353), to change a provision that does not affect the interest conveyed.]

Assignment No. 2 (A2):

Date: October 25, 2005.

Filed and Recorded: November 2, 2005, at Volume 924, Page 395 of the Official Public Records of Robertson County, Texas.

Assignor: Leor Energy, L.P.

Assignee: Legends Exploration, L.P.

Interest Conveyed: 5% overriding royalty interest in Lease No. 2.

Reservations and Exceptions: None.

Assignment No. 3 (A3):

Date: June 28, 2006.

Filed and Recorded: June 30, 2006, at Volume 954, Page 725 of the Official Public Records of Robertson County, Texas.

Assignor: Leor Energy, L.P.

Assignee: EnCana Oil & Gas (USA), Inc.

Interest Conveyed: An undivided 30% of assignor's right, title and interest in Lease Nos. 1 and 2.

Reservations and Exceptions: None.

Assignment No. 4 (A4):

Date: June 28, 2006.

Filed and Recorded: June 30, 2006, at Volume 955, Page 1 of the Official Public Records of Robertson County, Texas.

Assignor: Leor Energy, L.P.

Assignee: EnCana Oil & Gas (USA), Inc.

Interest Conveyed: 28.5714% of assignor's right, title and interest in and to the captioned leases. (See Requirement No. 4.)

Reservations and Exceptions: None.

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**NONPARTICIPATING ROYALTY ANALYSIS**

NPR No. 1 (NPR1):

Instrument: Royalty Deed.

Date: April 3, 1963.

Filed and Recorded: Volume 203, Page 155 of the Deed Records of Robertson County, Texas.

Grantor: W. T. Franklin.

Grantee: Irene Franklin and Marjorie Clay.

Land Covered: 164.1 acres, including Tracts One and Two of the captioned land.

Interest Conveyed: 1/2 of all royalties. (See Requirement No. 3.)

Present Owners: Irene Franklin and Marjorie Clay.

Ratifications: None.

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## ENCUMBRANCES

### DEEDS OF TRUST, MORTGAGES AND LIENS:

None.

### EASEMENTS AND RIGHTS-OF-WAY:

We have examined the following easements and rights-of-way affecting the captioned land:

1. Right-of-Way dated May 18, 1971 (Volume 270, Page 596), from Cecil K. Simmons to Twin Creek Water Supply Corporation. This instrument granted a 10-foot wide easement for a water pipeline across all that parcel of land owned by grantor in the Grande 11 League Survey, including Tract One of the captioned land.
2. Ground Water Lease dated December 2, 2002 (Volume 829, Page 561), from Cecil K. Simmons et ux, Marilyn J. Simmons, to Brazos Valley Water Alliance, L.P. This instrument granted a 5-year lease across 59.7 acres, including Tract One of the captioned land.
3. Pipe Line Easement dated March 1, 2007 (Volume 981, Page 294), from Cecil K. Simmons et ux, Marilyn J. Simmons, to EnCana Oil & Gas (USA), Inc. This instrument granted a 60-foot wide easement for an oil and gas pipeline across Tract One of the captioned land.

### TAXES:

We have examined the following tax information concerning the captioned land:

4. Tax Certificate No. 635 dated March 16, 2007, issued by the Robertson County Tax Assessor/Collector for the taxing entities of Robertson County and Robertson County Emergency Services District, covering 59.7 acres, including the captioned land, standing in the name of C. K. Simmons.
2. Tax Certificate No. 393 dated March 21, 2007, issued by the Franklin ISD Tax Assessor/Collector, covering 59.7 acres, including the captioned land, standing in the name of C. K. Simmons.

Said certificates indicate that taxes assessed against the captioned land have been paid for all years up through and including the year 2006.

PRIOR UNRELEASED OIL, GAS AND MINERAL LEASES:

5. Date: May 1, 1941.  
Recorded: Volume 7, Page 263 of the Oil and Gas Lease Records of Robertson County, Texas.  
Lessor: Tom Curlee et al.  
Lessee: J. M. Nunn and Adair Heath.  
Lands Covered: 256 1/8 acres, including a portion of the captioned land.  
Primary Term. Ten (10) years.
  
2. Date: May 13, 1941.  
Recorded: Volume 7, Page 237 of the Oil and Gas Lease Records of Robertson County, Texas.  
Lessor: Bud Curlee.  
Lessee: J. M. Nunn and Adair Heath.  
Lands Covered: 193.1 acres, including a portion of the captioned land.  
Primary Term. Ten (10) years.
  
3. Date: May 15, 1942.  
Recorded: Volume 7, Page 645 of the Oil and Gas Lease Records of Robertson County, Texas.  
Lessor: Bud Curlee.  
Lessee: R. S. Kirby.  
Lands Covered: 193.1 acres, including a portion of the captioned land.

4. Primary Term. Ten (10) years.  
Date: May 27, 1958.

Recorded: Volume 31, Page 588 of the Oil and Gas Lease Records of Robertson County, Texas.

Lessor: Moon Curlee et ux, Loraine Curlee.

Lessee: Stratoray Oil Corporation.

Lands Covered: 403.18 acres, including the captioned land.

Primary Term. Five (5) years.
5. Date: September 7, 1965.

Recorded: Volume 201, Page 294 of the Deed Records of Robertson County, Texas.

Lessor: W. T. Franklin.

Lessee: Morgan Holland.

Lands Covered: 164.1 acres, including the captioned land.

Primary Term. Ten (10) years.
6. Date: April 20, 1976.

Recorded: Volume 310, Page 748 of the Public Records of Robertson County, Texas.

Lessor: Cecil K. Simmons et ux, Marilyn Jean Simmons.

Lessee: Texlan Oil Company.

Lands Covered: 59.7 acres, including Tract One of the captioned land.

Primary Term. Five (5) years.

7.    Date:                    March 23, 1981, effective April 21, 1981.
- Recorded:               Volume 380, Page 349 of the Public Records of Robertson County,  
                                  Texas.
- Lessor:                 Cecil K. Simmons et ux, Marilyn Jean Simmons.
- Lessee:                 Trend Resources, Ltd.
- Lands Covered:         59.7 acres, including Tract One of the captioned land.
- Primary Term.         Five (5) years.
- 
8.    Date:                    April 10, 1997.
- Recorded:               Volume 680, Page 8 of the Official Public Records of Robertson  
                                  County, Texas.
- Lessor:                 Cecil K. Simmons et ux, Marilyn J. Simmons.
- Lessee:                 Yegua Oil & Gas Company.
- Lands Covered:         59.7 acres, including the captioned land.
- Primary Term.         Three (3) years, with option to extend for an additional two (2) years.
- 
9.    Date:                    February 8, 2001.
- Recorded:               Volume 780, Page 452 of the Official Public Records of Robertson  
                                  County, Texas.
- Lessor:                 Cecil K. Simmons et ux, Marilyn J. Simmons.
- Lessee:                 R. A. M. Energy, Inc.
- Lands Covered:         59.7 acres, including Tract One of the captioned land.
- Primary Term.         Three (3) years.

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[NOTE: All references to Volume and Page refer to the Deed Records, Real Property Records or Official Records of Robertson County, Texas, unless otherwise noted.]

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### COMMENTS AND REQUIREMENTS

1.

The captioned land is part of the J. M. Grande 11 Survey, A-32, Robertson County, Texas, which was patented by the State of Coahuila and Texas to Pedro Pereira, Jose de Jesus, and Mariano Grande on November 19, 1828 (Volume 41, Page 554). We note that the instrument recorded at Volume 41, Page 554 is the English translation of said patent, the Spanish version being of record at Volume Y, Page 12-A. We presume that the copy of the patent appearing of record in Robertson County, Texas, is a true and correct copy of the original filed with the General Land Office. Based upon the date of said patent and the fact that same appears regular on its face, it is our opinion that the sovereign retained no mineral interest in the captioned land.

#### COMMENT:

Advisory only.

2.

#### *Early Title History-Grande 11 Survey*

By Transfer dated July 2, 1833 (Volume 41, Page 555), Pedro Pereira, Jose de Jesus and Mariano Grande conveyed the J. M. Grande 11 Survey, being eleven (11) leagues of land, to Jose Francisco Madero.

It appears that Jose Francisco Madero died prior to 1835, survived by his wife, Dona Victoriana Elisonda, and their children, Evaristo, Micaela, Francisca, Maria de Jesus Madero y Elisondo, and Maria de Jesus Madero y Molinas. By Deed dated May 25, 1835 (Volume 46, Page 354), Dona Victoriana Elisonda, individually and as tutrix of her minor children Evaristo, Micaela, Francisca, Maria de Jesus Madero y Elisondo, and Maria de Jesus Madero y Molinas, conveyed eleven leagues of land, including the captioned land, to Don Manuel Musquiz.

By Deed dated July 15, 1835 (Volume 46, Page 350), Manuel Musquiz conveyed eleven leagues of land, including the captioned land, to Eugenio Rousseau. By Deed dated September 23, 1837 (Volume 46, Page 339), Eugenio Rousseau, by his attorney-in-fact James Fortune, conveyed the eleven leagues of land to Adolphus Sterne. By instrument dated February 19, 1838 (Volume 46,

Page 373), Eugenio Rousseau ratified and confirmed said conveyance by James Fortune to Adolphus Sterne.

By Deed dated October 13, 1837 (Volume T, Page 43), Adolphus Sterne conveyed eleven leagues of land, including the captioned land, to James Fortune, who conveyed same to Ashbel Smith, Trustee for John M. Lapeyre, by Deed dated July 21, 1845 (Volume H, Page 33).

By Deed dated April 23, 1849 (Volume G, Page 168), Ashbel Smith, Trustee for John Lapeyre, conveyed eleven leagues of land to Henry G. Smith, Trustee for John M. Lapeyre.

By Tax Deed dated March 9, 1850 (Volume P, Page 94), Granville Arnett, Tax Assessor and Collector of Robertson County, Texas, sold 35,929 acres of land out of the Grande 11 League Survey to the State of Texas, reciting that said conveyance was made pursuant to a tax levy for unpaid taxes for the year 1848. We have presumed that said 35,929 acres either does not include the captioned land, or that the land was later redeemed.

By Tax Deed dated August 5, 1850 (Volume P, Page 86), Granville Arnett, Tax Assessor and Collector of Robertson County, Texas, sold 35,808 acres of land out of the Grande 11 League Survey to the State of Texas, reciting that said conveyance was made pursuant to a tax levy for unpaid taxes for the year 1849. We have presumed that said 35,808 acres either does not include the captioned land, or that the land was later redeemed.

By Power of Attorney dated October 21, 1850 (Volume P, Page 212), Henry G. Smith appointed Ashbel Smith as his attorney-in-fact to manage and control his interest in the Grande 11 Leagues Survey.

By Agreement dated January 13, 1871 (Volume S, Page 518), Ashbel Smith agreed to convey 30,000 to 40,000 acres in the Grande 11 Leagues Survey to Josiah F. Crosby, agent for R. Somers Hays.

By Quitclaim Deed dated March 14, 1871 (Volume N, Page 809), Henry G. Smith conveyed all interest in the Grande 11 Leagues Survey to Ashbel Smith. By Warranty Deed dated May 18, 1871 (Volume S, Page 767), Ashbel Smith conveyed the Grande 11 Leagues Survey, less and except 35,000 acres agreed to be conveyed to R. Somers Hays, to Paul Spofford, Trustee. By Instrument dated June 18, 1871 (Volume U, Page 464), John M. Lapeyre confirmed and ratified the sale of land to Paul N. Spofford.

By Trustee's Deed dated February 27, 1872 (Volume W, Page 154), Paul N. Spofford, Trustee, conveyed the Grande 11 Leagues Survey, less and except 35,000 acres, to Texas Land Company. By Deed dated November 20, 1880 (Volume 5, Page 582), Texas Land Company conveyed 19,455 acres, which we have presumed included a portion of the captioned land, to New York and Texas Land Company.

By Warranty Deed dated April 27, 1906 (Volume 51, Page 54), New York and Texas Land Company conveyed 5323.02 acres, which we have presumed included the captioned land, to William E. Bond, Mark T. Cox and Thomas R. White Jr.

William E. Bond died prior to June 20, 1907, leaving a Last Will and Testament dated April 15, 1904, which was admitted to probate in the Court of Probate, District of Norwalk, State of Connecticut, on June 20, 1907 (Volume 51, Page 560). We note that we have not examined a copy of the order admitting said Will to probate. By the terms of his Will, William E. Bond devised the residue of his Estate, including his interest in the captioned land, to his wife, Anna Marsh Bond. William E. Bond was also survived by his daughters, Violete Heathcote Bond and Edith McIlvaine Bond, both of whom were unmarried and over the age of 21 years at the time of his death. This information was obtained from an Affidavit dated August 2, 1907 (Volume 51, Page 576), sworn to by Anna Marsh Bond and Annie W. Bond. By Deed dated August 2, 1907 (Volume 51, Page 576), Anna Marsh Bond, Violet Heathcote Bond, and Edith McIlvaine conveyed their interest in the captioned land, and other lands, to John J. Phelps.

Mark T. Cox died on March 23, 1909, leaving a Last will and Testament dated July 7, 1908, and Codicil thereto dated July 7, 1908, which were admitted to probate in the Prerogative Court of New Jersey, on May 4, 1909 (Volume 53, Page 215). By the terms of his Will, Mark T. Cox devised a life estate in the residue of his Estate to his wife, Emily Maria Cox, with the remainder to the survivors of his children and grandchildren. By the terms of his Codicil, Mark T. Cox devised all of his interest in the captioned land, and other lands in Texas, to John J. Phelps and Thomas R. White Jr. By Quitclaim Deed dated May 14, 1909 (Volume 53, Page 270), Emily Maria Cox, widow of Mark T. Cox, conveyed her interest in the captioned land, and other lands, to Thomas R. White Jr. and John J. Phelps.

By Deed dated September 20, 1910 (Volume 55, Page 187), Thomas R. White Jr. and John J. Phelps conveyed an undivided 1/3 interest in the captioned land, and other lands, to Charles W. Cox. By Deed dated May 5, 1911 (Volume 56, Page 337), Thomas R. White Jr., John J. Phelps, and Charles W. Cox, acting through their agent and attorney-in-fact Ira H. Evans, conveyed the captioned land and other lands to Carl Wendlandt. We note that we have examined a Power of Attorney dated September 20, 1910 (Volume 55, Page 189), in which Thomas R. White Jr., John J. Phelps, and Charles W. Cox appoint Ira H. Evans as their lawful agent and attorney-in-fact, granting him the power to sell land in Texas.

By Deed dated October 6, 1919 (Volume 120, Page 150), Carl Wendlandt conveyed 165 acres, including the captioned land, to Herman Curlee and Bud Curlee.

According to an Affidavit dated November 13, 1952 (Volume 171, Page 154), sworn to by Tom Curlee and Romus Kirkpatrick, Herman Curlee died in 1923, leaving his parents, Noon Curlee et ux, Eugenia Curlee, as his sole living heirs. The Affidavit further states that Noon Curlee died intestate in 1925, and Eugenia Curlee died intestate in 1940. According to the Affidavit, the only living heirs

of Noon Curlee and Eugenia Curlee who were living at the time of Eugenia Curlee's death were Bud Curlee, Lottie Kirkpatrick, Tobe Curlee, and Tom Curlee.

By Warranty Deed dated October 16, 1940 (Volume 122, Page 563), Lottie Kirkpatrick et vir, R. Kirkpatrick, Tobe Curlee et ux, Minnie Curlee, and Tom Curlee, conveyed 118.1 acres, part of the 165 acre tract and including a portion of the captioned land, to Bud Curlee. By Warranty Deed of same date (Volume 123, Page 442), Lottie Kirkpatrick et vir, R. Kirkpatrick, Tobe Curlee et ux, Minnie Curlee, and Bud Curlee conveyed 35.5 acres, part of the 165 acre tract and including the remaining portion of the captioned land, to Tom Curlee.

Bud Curlee died January 5, 1953, leaving a Last Will and Testament which was admitted to probate under Cause No. 3345, by the County Court of Robertson County, Texas on January 26, 1953. Under the terms of his Will, Bud Curlee devised the residue of his Estate, which included the 118.1 acre tract, to Noon Curlee Jr.

According to an Affidavit dated July 21, 1962 (Volume 201, Page 101), sworn to by Inez Curlee McCullough and A. H. Poetter, Tom Curlee was married only one time, and that to Amy Davlin Curlee, who died intestate on November 21, 1920. Tom Curlee died intestate on March 30, 1962. Five children were born to their marriage, being Clarice Curlee Wilson, Inez Curlee McCullough, Pauline Curlee Hines, Loreta Curlee Jett, and Noon Curlee (who appears to be one and the same person as Noon Curlee Jr.). By Warranty Deed dated March 13, 1963 (Volume 203, Page 35), Clarice Curlee Wilson, Inez Curlee McCullough et vir, Benny McCullough, Pauline Curlee Hines, Loreta Curlee Jett et vir, George B. Jett, and Noon Curlee, conveyed a 10.5 acre tract and 35.5 acre tract, both part of the 165 acre tract, to W. T. Franklin.

By Warranty Deed dated March 13, 1963 (Volume 203, Page 37), Noon Curlee (Jr.) conveyed 118.1 acres, being the remainder of the 165 acre tract, and including a portion of the captioned land, to W. T. Franklin.

#### ***Recent Title History***

By Royalty Deed dated April 3, 1963 (Volume 203, Page 155), W. T. Franklin conveyed to Irene Franklin and Marjorie Clay, a "...an undivided one-hald (sic) (1/2) non-participating royalty interest in and to the minerals situated in, on, or under that certain 164.1 acre tract of land..." We note that the captioned land is included in the 164.1 acre tract. We quote the above Royalty Deed to draw your attention to what appears to be a mistake in the granting clause. This issue will be addressed in detail in Requirement No. 3 below.

By Warranty Deed dated July 6, 1966 (Volume 228, Page 124), W. T. Franklin conveyed 164.1 acres, including the captioned land, to I. N. Kelley.

By Right of Way Deed dated October 15, 1966 (Volume 230, Page 538), I. N. Kelley conveyed a 30 foot wide strip of land (2.796 acres total), out of the 164.1 acre tract, to Robertson County, Texas.

Based on the metes and bounds of said strip of land, it appears that a small portion of such lies within the captioned land.

By Warranty Deed dated April 17, 1967 (Volume 233, Page 464), I. N. Kelley conveyed 20.5 acres, being the captioned land, to Joe Prieve et ux, Hattie Prieve.

By Warranty Deed dated September 1, 1967 (Volume 235, Page 711), Joe Prieve et ux, Hattie Prieve, conveyed 20.5 acres, being the captioned land, to Cecil K. Simmons et ux, Marilyn J. Simmons.

REQUIREMENTS:

- A. Due to irregularities in the early chain of title, including an absence of probate proceeding and poor description, and to determine the rights of all parties in possession of the captioned land, you should investigate the use, occupancy and possession of same for the immediate past thirty (30) years. In this connection, determine the location of all fences and improvements located thereon, if any, and in what manner the tract(s) have been used, such as farming, grazing of cattle or timber operations. This information should be submitted for examination in the form of affidavits from two (2) disinterested persons.
- B. If an investigation of the use and occupancy of the captioned lands reveals that same are occupied by any person other than the owner, determine by what rights such person is in possession. If occupied by a tenant, a Tenant's Consent Agreement should be obtained evidencing consent to your operations. Same should be submitted for examination.

3.

By Royalty Deed dated April 3, 1963 (Volume 203, Page 155), W. T. Franklin conveyed to Irene Franklin and Marjorie Clay, a "...an undivided one-hald (sic) (1/2) non-participating royalty interest in and to the minerals situated in, on, or under that certain 164.1 acre tract of land..." We note that the captioned land is included in the 164.1 acre tract.

Although the granting clause states otherwise, it appears and we have presumed that W. T. Franklin intended to convey a nonparticipating royalty interest equal to 1/2 of royalty. We have calculated ownership of this non-participating royalty interest in reliance on said presumption; subject to the following requirement.

REQUIREMENT:

You should verify our presumption that W. T. Franklin intended to convey a nonparticipating royalty interest equal to 1/2 of royalty. Upon such verification, you should obtain a stipulation of interest, which includes words of present grant, between the current owners of the mineral estate of the captioned land and the current owners of the nonparticipating royalty interest burdening the captioned land. Said stipulation of interest should be in accordance with interests as designated in the ownership section of this Opinion. After you obtain the stipulation of interest, you should file such of record in Robertson County, Texas, with copies submitted to this office for examination.

4.

As noted in the Assignment Analysis section of this Opinion, under Assignment No. 4 Leor Energy assigned to EnCana 28.5714% of its remaining 70% working interest in the captioned lease, being a 19.99998% working interest. The decimal 28.5714% appears to be a rounded-off figure intended to represent the fraction of 2/7. Using the rounded-off figure results in the working interest of EnCana being 49.99998% and the working interest of Leor Energy being 50.00002%; whereas using the fraction of 2/7 results in equal 50% working interests to each party. Pursuant to the recitation that said parties intended their interests to be equal, we have set forth ownership accordingly.

REQUIREMENT:

You should verify that our interpretation of Assignment No. 4 is in accordance with the intent of the parties.

5.

As noted in the tract description portion of this Opinion, Tract Two of the captioned land is defined as all that portion, if any, of a strip of land (for public roadway) deeded to the County of Robertson, State of Texas, by Right of Way Deed from I. N. Kelley dated October 15, 1966 (Volume 230, Page 538), which lies within the 20.5 acre tract conveyed by Warranty Deed dated April 17, 1967 (Volume 233, Page 464), from I. N. Kelley to Joe Prieve et ux, Hattie Prieve.

We note that Lease No. 2 was executed by Fred Elliott, County Judge of Robertson County, Texas, and appears to purport to cover Tract Two of the captioned land. Under Texas law, county roads are state property. *New Way Lumber Co. v. Smith*, 128 Tex. 173 (1936). Even if title to the easement in the highway has been taken in the name of the county, it is held for the benefit of the state and the people. *Robbins v. Limestone County*, 114 Tex. 345 (1925). Relying on these principles, any oil and gas lease covering Tract Two of the captioned land would require execution by the State of Texas.

REQUIREMENT:

You should obtain an oil and gas lease covering Tract Two of the captioned land from the State of Texas. Said oil and gas lease should be filed of record in Robertson County, Texas, with a copy submitted to this office for examination.

6.

As noted in the Encumbrances section of this Opinion, certain oil, gas and mineral leases appear of record affecting the captioned land and have not been released of record, although they are beyond their respective primary terms.

REQUIREMENT:

You should fully satisfy yourself that the prior unreleased oil, gas and mineral leases outlined in the Encumbrances section of this Opinion have expired by their own terms, or in lieu thereof, you should secure releases of same and file said releases of record in Robertson County, Texas.

7.

As noted in the Encumbrances section of this Opinion, we have examined several easements or rights-of-way affecting the captioned land. It is possible that additional easements or rights-of-way may have been acquired through unrecorded instruments or by prescription.

REQUIREMENT:

You should locate and respect the easements or rights-of-way outlined in the Encumbrances section of this Opinion, as well as any other obvious or apparent easements or rights-of-way, when conducting operations on the captioned land.

8.

Lease No. 1 contains several provisions which affect your rights and obligations under same. These provisions have been briefly summarized in the Lease Analysis section of this Opinion; however, such summary may not be exhaustive and you should refer to the lease itself for the complete text of all its provisions.

We note that Lease No. 1 has been pooled into the Kimberly Brunette Unit, a 637.688 acre unit designated by Declaration dated March 26, 2007 (Volume 982, Page 457). As noted in the ownership section of this Opinion, Tract Two of the captioned land is currently unleased, and it appears said Tract lies within the boundaries of the Kimberly Brunette Unit.

Additionally, we note that Lease No. 1 provided for a primary term of three (3) years, which ended March 30, 2007. The Memorandum filed of record at Volume 871, Page 672, giving notice of Lease No. 1, stated that said Lease was for a term of 3 years with an option to extend for an additional 2 years; however, the language contained therein is not included in the actual lease.

REQUIREMENTS:

- A. You should thoroughly familiarize yourself with the terms and provisions of Lease No. 1 and fully comply with the same.
- B. After obtaining the appropriate oil and gas lease as discussed in Requirement No. 5 above, you should amend the Declaration at Volume 982, Page 457 to include said lease. The amended declaration should be filed of record in Robertson County, Texas, with copies submitted to this office for examination.
- C. You should verify that Lease No. 1 has been continued in force either by production, or other allowable means as designated therein. In the alternative, if the parties to Lease No. 1 intended to allow for a 2 year extension, an instrument evidencing such intent, and amending Lease No. 1, should be filed of record in Robertson County, Texas, with copies submitted to this office for examination.

9.

We have examined the tax certificates listed in the Encumbrances section of this Opinion, which evidence that all taxes assessed against the captioned land have been paid through the year 2006.

COMMENT:

Advisory only.

10.

As noted in the Ownership section of this Opinion, there are nonparticipating royalty interests affecting the captioned land. Under Texas law, the owner of the executive right, or exclusive right to lease for minerals, cannot bind a prior outstanding nonparticipating royalty interest by the execution of a lease containing a pooling provision; any such lease must be joined in by the holders of the nonparticipating royalty interests in the subject property. Thus, ratification of the unitization agreement or pooling clause by the nonparticipating royalty owner is necessary for the lessee to secure complete authority to operate under the pooling agreement. *Montgomery v. Rittersbacher*, 424 S.W.2d 210 (Tex. 1968). In the *Montgomery* case, the mere reservation of a nonparticipating royalty interest under a tract did not show that the royalty owner intended to give the holder of the executive rights the power to diminish the royalty owner's interest under the tract and consequently, pooling on the part of the holder of the executive rights cannot be binding on a nonparticipating

royalty owner in the absence of his consent. We note that we have not examined any ratifications of Lease No. 1 or the Declaration at Volume 982, Page 457.

REQUIREMENT:

You should ensure that you have sufficient pooling authority from all nonparticipating royalty owners in the captioned land.

11.

As noted in the title history set forth above, we may have made certain presumptions in order to construct the chain of title to the captioned land, and except where additional curative action is called for in specific requirements, as a matter of business judgment, you may wish to accept our presumptions as correct.

COMMENT:

Advisory only.

12.

This Title Opinion is based solely upon those items listed in the inventory section of this Opinion, and has been prepared in reliance upon the validity, accuracy, and completeness of the instruments, documents and materials examined as herein described. We cannot accept responsibility for any documents or materials not furnished to or examined by this firm. No examination has been made and no opinion is expressed with regard to matters not included in such material including but not limited to: forgeries; bankruptcies; liens for taxes not yet due; capacity-competency of parties; matters as would be shown by survey of the property including, but not limited to, area, overlaps, encroachments and conflicts in boundary lines; unrecorded liens, claims or contracts; homestead rights; delivery and alteration after delivery; fraud; duress or undue influence; and the jurisdiction of any governmental agency, Federal, State, County, Municipal or otherwise, including, without limitation, the Federal Energy Regulatory Commission and/or the Department of Energy.

Unless noted otherwise herein, we have presumed that all documents executed by non-individual entities, such as corporations, partnerships, trusts, and the like, were executed by the proper parties and were duly authorized. We have presumed that the captioned land is not subject to any gas purchase contracts or other commitments as to production unless noted herein. We do not purport to address any environmental matters, including wetlands, toxic wastes, endangered species, or past or present pollution, and you should satisfy yourself as to such matters.

This Opinion covers only the surface and oil, gas and other minerals produced in association therewith. Specifically, we do not pass upon ownership of coal, lignite, uranium or other minerals generally classified as hard minerals.

Any plats attached to this Opinion are solely to aid in visualization and should not be regarded as definitive. Although every effort has been made to depict the captioned land with reasonable accuracy, since we are neither surveyors nor draftsmen, we cannot accept responsibility for such matters. If an accurate plat is critical, you should obtain same from a registered surveyor or competent draftsman.

This Title Opinion is rendered solely and exclusively for the benefit of ENCANA OIL & GAS (USA), INC., and it is not a representation of the title to the property to any other party.

Very truly yours,

Labanowski & Associates

6.

File No. MF708603  
Little, Dorman  
Date Filed: 11/9/08  
Jerry E. Patterson, Commissioner  
By [Signature]

GENESIS  
 LAND & MINERAL RESOURCES  
 PROFESSIONAL LAND MANAGEMENT SERVICES  
 6445 FM 2920 Spring, Texas 77379  
 Telephone (281) 370-7772 Fax (832) 717-5577  
 leasehounds@hotmail.com

**LEASE PURCHASE REPORT**

**Legal Description:**

59.70 acres of land, out of the Pedro Pereira Jose De Jesus & Mariano Grande Survey, A-32, Robertson County, Texas.

PROSPECT/FIELD GAP 1 TX005  
 COUNTY/PARISH Robertson, Texas  
 TRACT NO. 34

LESSOR CECIL K. SIMMONS, ET UX MARILYN J. LESSEE LEOR ENERGY, LP  
 ADDRESS 605 S. 19TH  
LEAVENWORTH, KS 66048

PHONE # [REDACTED] TRACT NUMBER \_\_\_\_\_  
 SS # [REDACTED] HIS SURVEY, ABSTRACT \_\_\_\_\_

LEASE DATE March 30, 2004 GROSS ACRES 59.70000  
 EFFECTIVE DATE March 30, 2004 NET ACRES 59.70000  
 PRIMARY TERM 3 Years INTEREST 1.000  
 EXPIRATION DATE March 30, 2007 ROYALTY 1/6  
 BONUS PER ACRE \$100.00 TYPE OF PAYMENT 30 days draft  
 RENTAL PER ACRE none TOTAL BONUS \$5,970.00  
 RENTAL DUE DATE none TOTAL RENTAL none  
 RENTAL D/O Yes  No

SURFACE OWNER \_\_\_\_\_ PHONE # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

ADDITIONAL LESSOR(S):	SSN/Tax ID #	INTEREST

**OUTSTANDING INTEREST:**

**COMMENTS:**

**DOCUMENTS SUBMITTED**

Original  Copy of OGL  
 Copy of Bonus Draft(s)  
 Title Data  
 Source Deed  
 Plat  
 Other Memorandum of OGL  
 W-9 \_\_\_\_\_  
 LPR \_\_\_\_\_

PREPARED BY: Tommie J. Coleman  
 DATE: August 2, 2004

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS  
COUNTY OF ROBERTSON

KNOW ALL MEN BY THESE PRESENTS:

THAT this Memorandum of Oil and Gas Lease is made this 30th day of March, 2004, between CECIL K. SIMMONS and MARILYN J. SIMMONS, husband and wife, as Lessor (whether one or more), whose address is: 605 S. 19<sup>th</sup>, Leavenworth, Ks. 66048 and LEOR ENERGY LP, as Lessee, whose address is 802 NE 20<sup>th</sup> Avenue, Fort Lauderdale, FL 33304

Accepted for Filing in:  
Robertson County  
On: Jul 12, 2006 at 03:38P  
By: Traci Smith

WITNESSETH:

1.

Lessor has leased and let to Lessee, for the purpose of investigation, exploring and prospecting for oil and gas, all of the real property situated in Robertson County, Texas, and described as follows:

59.70 acres of land, more or less, out of the PEDRO PEREIRA, JOSE de JESUS, & MARIANO GRANDE ELEVEN LEAGUES GRANT, A-32, Robertson County, Texas, in two (2) tracts, as follows:

Tract 1: 20.50 acres of land, more or less, out of the Pedro Pereira Jose DeJesus & Mariano Grande Eleven Leagues Survey, A-32, Robertson County, Texas, and being that same land described in that certain Warranty Deed dated September 1, 1967, from Joe Prieve and wife, Hattie Prieve, to Cecil K. Simmons and wife, Marilyn J. Simmons and recorded in Volume 235, Page 711 of the Deed Records of Robertson County, Texas.

Tract 2: 39.20 acres of land, more or less, out of the Pedro Pereira Jose DeJesus & Mariano Grande Eleven Leagues Survey, A-32, Robertson County, Texas, and being that same land described in that certain Warranty Deed dated August 20, 1969, from I. N. Kalley to Cecil K. Simmons and wife, Marilyn J. Simmons and recorded in Volume 251, Page 322 of the Deed Records of Robertson County, Texas.

2.

The oil and gas lease under which Lessor has leased said land to Lessee is for a primary term of Three (3) years from the effective date of this Lease, with the option to extend the primary term for an additional period of Two (2) years, and is subject to all terms, conditions and provisions set forth in the Lease, to which Lease reference is herein made for all purposes. Both Lessor and Lessee have possession of a full executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

*Cecil K. Simmons*  
CECIL K. SIMMONS

*Marilyn J. Simmons*  
MARILYN J. SIMMONS

ACKNOWLEDGMENT

STATE OF KANSAS §  
COUNTY OF Leavenworth §

Doc 20043246 Bk DR Vol 871 Ps 672

This instrument was acknowledged before me on this 14th day of April, 2004, by CECIL K. SIMMONS and MARILYN J. SIMMONS, husband and wife.



*Harry W. Allison*  
Notary Public, State of Kansas Harry W. Allison  
My Commission Expires February 16th 2007

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

YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS'S LICENSE NUMBER

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of March, 2004, between CECIL K. SIMMONS and MARILYN J. SIMMONS, husband and wife, Lessor (whether one or more), whose address is: 605 S. 19<sup>th</sup>, Leavenworth, Ks. 66048 and LEOR ENERGY LP, 802 NE 20<sup>th</sup> Avenue, Fort Lauderdale, FL 33304, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars (\$10.00 & OVC), receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Robertson, State of Texas, and is described as follows:

Tract 1: 20.50 acres of land, more or less, out of the Pedro Perea Jose DeJesus & Mariano Grande Eleven Leagues Survey, A-32, Robertson County, Texas, and being that same land described in that certain Warranty Deed dated September 1, 1967, from Joe Prieve and wife, Hattie Prieve, to Cecil K. Simmons and wife, Marilyn J. Simmons and recorded in Volume 235, Page 711 of the Deed Records of Robertson County, Texas.

Tract 2: 39.20 acres of land, more or less, out of the Pedro Perea Jose DeJesus & Mariano Grande Eleven Leagues Survey, A-32, Robertson County, Texas, and being that same land described in that certain Warranty Deed dated August 20, 1969, from I. N. Kelley to Cecil K. Simmons and wife, Marilyn J. Simmons and recorded in Volume 251, Page 322 of the Deed Records of Robertson County, Texas.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 59.70 acres, whether actually contained more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) to deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) to pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be paid or tendered directly to Lessor at Lessor's above listed address, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or utilize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not affectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or utilize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part of all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the "operations" shall mean operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

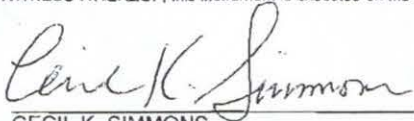
9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS OF THIS LEASE.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

  
CECIL K. SIMMONS  
SS# [REDACTED]

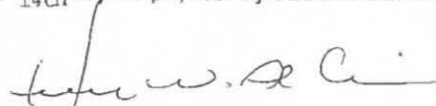
  
MARILYN J. SIMMONS  
SS# [REDACTED]

ACKNOWLEDGMENTS

THE STATE OF KANSAS  
COUNTY OF Leavenworth

This instrument was acknowledged before me on this 14th day of April, 2004 by CECIL K. SIMMONS and MARILYN J. SIMMONS, husband and wife.



  
NOTARY PUBLIC, STATE OF KANSAS  
Harry W. Allison  
My Commission Expires February 16th 2007

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED MARCH 30, 2004, BY AND BETWEEN CECIL K. SIMMONS and MARILYN J. SIMMONS, HUSBAND AND WIFE, AS LESSOR AND LEOR ENERGY LP, AS LESSEE, COVERING ALL OF LESSOR'S UNDIVIDED INTEREST IN 59.70 ACRES OF LAND, MORE OR LESS, OUT OF THE PEDRO PEREIRA, JOSE DE JESUS, & MARIANO GRANDE ELEVEN LEAGUES GRANT, A-32, ROBERTSON COUNTY, TEXAS.

12. **Royalty:** The royalty as provided in this lease shall be one-sixth (1/6th). In all places where the word one-eighth appears in this lease, the word one-sixth shall be substituted therefor.

13. **Oil and Gas Only:** This lease covers only oil, gas and other minerals produced in association with oil and gas, and Lessor excepts from this lease and reserves all other minerals of every kind and character in, on and under the leased premises, together with the right to use the leased premises for the purposes of investigating, exploring, producing, saving, owning and disposing of said other minerals.

14. **Damage/Clean-up:** Lessee, its successors and/or assigns shall fill and level all pits and/or excavations made by it or them in connection with operations hereunder after termination of use thereof and shall construct and maintain fences surrounding such pits and/or excavations to turn livestock until such time as said pits and/or excavations are leveled. Lessee, its successors and/or assigns shall pay for all actual damage done or caused by Lessee, its successors or assigns in its operation hereunder to any buildings, fences, road, culverts, merchantable timber, growing crops, or any other improvements on said, or to livestock on said land. Also, it is expressly agreed and provided that if any salt water or other deleterious substances shall come from or in any manner be extracted or produced from any well as the result of any drilling operations hereunder, Lessee, its successors and/or assigns shall not permit same to flow on and over Lessor's land, but shall confine same in pits or excavations adjacent to the drilling site. Lessee, its successors and/or assigns shall construct and maintain gates and/or cattle guards wherever Lessee enters said premises, so constructed as to turn livestock from the drilling site. Lessee, its successors and/or assigns shall bury all subsurface pipelines below plow depth.

15. **No hunting or fishing:** Hunting and fishing is prohibited on the leased premises by Lessee. Lessee, its agents, employees or anyone having access to the leased premises to provide services on this lease on behalf of Lessee are hereby prohibited from hunting, fishing, artifact gathering and any other recreational activities. Lessee is prohibited from carrying firearms on the leased premises.


16. **Vertical Pugh:** If this lease is still in force and effect, pursuant to the terms and conditions, then notwithstanding anything herein contained to the contrary, it is understood and agreed that this Lease shall terminate at the end of the primary term as to all those strata which lie below a depth of one-hundred feet (100) below the deepest sand or other formation from which oil or gas is being produced in paying quantities upon the land herein leased, or lands upon which this tract of land is pooled or unitized with, unless otherwise maintained by drilling or reworking operations prosecuted with due diligence and with no lapse of more than sixty (60) days between completion or abandonment of one well and commencement of operations for drilling the next well or wells.

17. **Seismic Operations:** Lessee shall pay Lessor for the privilege of conducting seismic operations on the leased premises. The Lessee shall pay \$5.00 per acre for all acreage provided for in this Lease for the privilege of conducting such seismic operations. Furthermore, following such operations on the premises, Lessee shall restore the leased premises to substantially their present condition insofar as can reasonably be done. Furthermore, Lessee shall immediately pay Lessor for all damages occasioned by such operations.

18. **Addendum Provisions Govern:** The foregoing typewritten agreement and provisions shall supersede and govern the provisions in the printed text of this lease wherever such printed form is in conflict and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

19. **Memorandum of Lease:** Lessor has executed a Memorandum of Oil, Gas and Mineral Lease of even date herewith, for recording in the records of Robertson County, Texas, to give record notice of this Lease. This Lease shall not be recorded except with the consent of the Lessor.

SIGNED FOR IDENTIFICATION:

  
CECIL K. SIMMONS

  
MARILYN J. SIMMONS

235/711  
 Cecil Simmons  
 Gap

THE STATE OF TEXAS, }  
COUNTY OF ROBERTSON } Know All Men By These Presents:  
1516

That WE, JOE PRIEVE and wife, HATTIE PRIEVE,

of the County of Brazos, State of Texas for and in consideration of the sum of

---TEN AND NO/100 (\$10.00)---DOLLARS, and other good and sufficient consideration, CASH in hand paid by

CECIL K. SIMMONS and wife, MARLYN J. SIMMONS, the receipt of which is hereby acknowledged; and the further consideration of the ASSUMPTION AND AGREEMENT by the Grantees herein to pay the balance due, to-wit: \$ 2,774.48 on one certain note in the original principal sum of \$2,972.76, dated April 17, 1967, executed by Joe Prieve and wife, Hattie Prieve, payable to BRYAN BUILDING AND LOAN ASSOCIATION at Bryan, Texas, in monthly installments of \$49.57 each, including both principal and interest, said note providing for past due interest, accelerated maturity and the usual attorney's fees, and is secured by a Deed of Trust of even date of said note to ALINE BROGDON, Trustee for the benefit of the said Association, recorded in Volume 233, page 466, Deed Records of Robertson County, Texas, to which reference is here made for more particular description of the land, lien and note, and the recitals therein contained.

711

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said CECIL K. SIMMONS and wife, MARLYN J. SIMMONS

of the County of Brazos, State of Texas all that certain tract or parcel of land and being a part of the GRANDE 11 LEAGUE GRANT in Robertson County, Texas, and being 20.5 acres, apart of that certain 35.5 acres originally conveyed by Bud Curlee et al to Tom Curlee under date of October 16, 1940, of record in Robertson County Deed Records as well as part of that certain 118.1 acres originally conveyed by Tobe Curlee et al to Bud Curlee under date of October 16, 1940, and being more particularly described by metes and bounds as follows, to-wit: BEGINNING at an iron stake at the SE corner of said Curlee 35 acre tract same being the NE corner of original Mullins tract; THENCE along the East line of said Curlee tract N 32 W 632 feet to an iron rod for the NE corner of this, same being the SE corner of a tract containing 39.2 acres surveyed this date by me. THENCE ALONG the South line of said 39.2 acres S 59 deg. 09' W 1417 feet to an iron rod marking one of the interior corners of the original Bud Curlee 118.1 acre tract, hickory N 29-1/2 W 2 vrs. a P.O. marked X brs. S 32-1/2 E 5 vrs. P.O. found standing hickory gone, in south line of a 30 foot road; THENCE S 32 E 632 feet to an iron rod the most southerly SE corner of the original curlee 118.1 acre tract of which is a part; THENCE along the South line of said Curlee 35 acre tract and 118.1 acres tract N 59 deg. 09' E 1417 feet to the place of beginning, containing 20.5 acres, as surveyed by Ernest Fletes; Registered Public Surveyor No. 403 on October 6, 1966.

Acreage shown hereon furnished by others.  
The information contained on this plat is intended for the sole use of ENCANA OIL & GAS (USA) INC.

ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON G.P.S. DATA CONVERTED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 1983).

EXHIBIT "A"

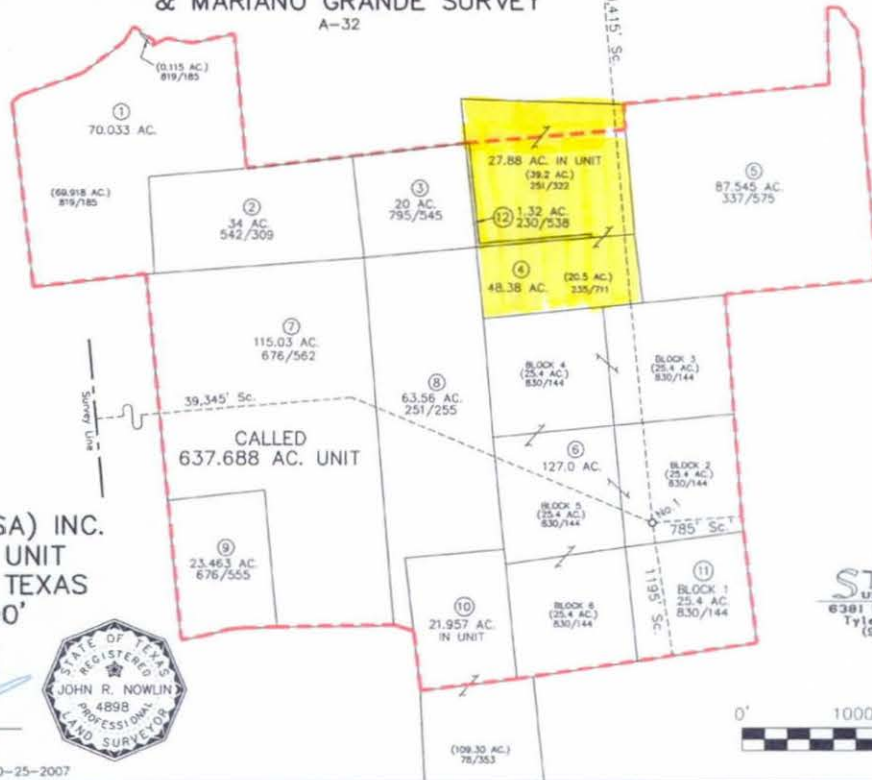
PEDRO PEREIRA, JOSE DE JESUS & MARIANO GRANDE SURVEY  
A-32

Proposed Location is 39,345' Sc. F.S.W.L. & 10,415' F.N.W.L. of the GRANDE SUR., A-32.  
Proposed location is N 66° E - 9.0 miles from Franklin, Tx.

PROPOSED LOCATION  
NAD 83 DATA-TX.C.Z.  
LAT: 31°04'29.94"  
LON: 96°20'41.68"  
X: 3,544,897  
Y: 10,377,081  
ELEV: 425' SC.  
NAD 27 DATA-TX.C.Z.  
LAT: 31°04'29.27"  
LON: 96°20'40.81"  
X: 3,248,418  
Y: 534,499

- TR-1 70.033 AC.
- TR-2 34.000 AC.
- TR-3 20.000 AC.
- TR-4 48.380 AC.
- TR-5 87.545 AC.
- TR-6 127.000 AC.
- TR-7 115.030 AC.
- TR-8 63.560 AC.
- TR-9 23.463 AC.
- TR-10 21.957 AC.
- TR-11 25.400 AC.
- TR-12 1.320 AC.

TOTAL = 637.688 AC.



UNIT PLAT  
ENCANA OIL & GAS (USA) INC.  
KIMBERLY BRUNETTE UNIT  
ROBERTSON COUNTY, TEXAS  
SCALE: 1" = 1000'

I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: *John R. Nowlin*  
JOHN R. NOWLIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4898



10-25-2007

PREPARED BY:  
**STANGER**  
SURVEYING TYLER, LLC  
6381 New Copeland Road  
Tyler, Texas 75703  
(903) 534-0174



T61329

GENESIS  
 LAND & MINERAL RESOURCES  
 PROFESSIONAL LAND MANAGEMENT SERVICES  
 6445 FM 2920 Spring, Texas 77379  
 Telephone (281) 370-7772 Fax (832) 717-5577  
 leasehours@ghoumail.com

LEASE PURCHASE REPORT

Legal Description:

20.00 acres in the Grande Eleven Survey, A-32 Robertson  
 County, Texas.

PROSPECT/FIELD Gap  
 COUNTY/PARISH Robertson, Texas  
 TRACT NO. 32-61B 33

LESSOR Ricky Carson LESSEE LEOR ENERGY, LP

ADDRESS 15714 Garland Street  
Channelview, Texas 77870

PHONE # 281-452-3756  
 SS # \_\_\_\_\_

TRACT NUMBER \_\_\_\_\_  
 SURVEY, ABSTRACT \_\_\_\_\_

LEASE DATE June 16, 2004

GROSS ACRES 20.00000

EFFECTIVE DATE June 16, 2004

NET ACRES 20.00000

PRIMARY TERM 3 Years

INTEREST 1 000

EXPIRATION DATE 5/16/2007 w/option 6/09

ROYALTY 1/6

BONUS PER ACRE \$125.00

TYPE OF PAYMENT Draft

RENTAL PER ACRE none

TOTAL BONUS \$2,500.00

RENTAL DUE DATE none

TOTAL RENTAL none

RENTAL D/O Yes  No

SURFACE OWNER \_\_\_\_\_ PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDITIONAL LESSOR(S):

SSN/Tax ID #

INTEREST

None

OUTSTANDING INTEREST:

None

COMMENTS:

Additional Lease Addendum provisions 12 - 21  
 Lease has option to extend primary term 2 years

DOCUMENTS SUBMITTED

- Original  Copy of OGL
- Copy of Bonus Draft
- Title Data
- Source Deed
- Plat
- Other Memorandum of OGL
- W-9 \_\_\_\_\_
- LPR \_\_\_\_\_

PREPARED BY: Bruce T. Elliott  
 DATE: August 21, 2004

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

Accepted for Filing in:  
Robertson County  
On: Aug 27, 2004 at 09:18A  
By: Traci Smith

THE STATE OF TEXAS §  
  §  
COUNTY OF ROBERTSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Memorandum of Oil and Gas Lease is entered into this 16 day of June, 2004, between Ricky Carson whose address is 15714 Garland Street, Channelview, Texas 77530, and LEOR ENERGY, LP., Lessee, whose address is 802 NE 20<sup>th</sup> Avenue, Fort Lauderdale, Florida 33304.

WITNESSETH:

1.

Lessor has leased and let in Lessee, for the purpose of investigation, exploring and prospecting for oil and gas, all of the real property situated in Robertson County, Texas, and described as follows:

30.00 acres of land, more or less, out of the Pedro Pedro Pereira Jose De Jesus & Mariano Grande Eleven Leagues Survey, Abstract 32, Robertson County, Texas, being more particularly described in that certain Deed dated December 18, 2001 from Jimmy Carson, Lesa Joplin, Theresa Renee Neal, and Dawn Carson to Ricky Carson, recorded in Volume 795, Page 545, Official Public Records of Robertson County, Texas.

2.

The oil and gas lease under which Lessor has leased said land to Lessee is for a primary term of Three (3) years from June 16, 2004 and so long thereafter as provided. The Lease provides Lessee with the option to extend the primary term for two additional years.. Both Lessor and Lessee have possession of a fully executed copy of said Lease. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

BY: Ricky D Carson  
Ricky Carson, dealing herein in his sole and separate property

ACKNOWLEDGMENT

Doc 20044157    Bl: OR    Vol 276    Pg 476

THE STATE OF TEXAS §  
  §  
COUNTY OF §

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2004, by Ricky Carson.

WITNESS my hand and official seal.



Winette Marie Bauer  
NOTARY PUBLIC, STATE OF TEXAS

My Commission expires 08-26-2007

CO

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 16 day of June, 2004, between Ricky Carson, dealing in his sole and separate property, Lessor (whether one or more), whose address is: 15714 Garland Street, Channelview, Texas 77530 and LEOR ENERGY L. P., 802 NE 20<sup>th</sup> Avenue, Fort Lauderdale, Florida 33304, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration (hereinafter "\$10.00 & OVC"), receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land; lay pipe lines, establish and utilize facilities for surface or subsurface disposal of gas water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land" is located in the County of Robertson, State of TEXAS, and is described as follows:

20.00 acres of land, more or less, out of the Pedro Pereira Jose De Jesus & Mariano Grande Eleven Leagues Survey, Abstract 32, Robertson County, Texas, being more particularly described in that certain Deed dated December 18, 2001 from Jimmy Carson, Lesa Joplin, Theresa Renee Neal, and Dawn Carson to Ricky Carson, recorded in Volume 795, Page 545, Official Public Records of Robertson County, Texas.

See "Addendum", attached hereto and made a part hereof, for additional provisions to this lease.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 20.00 acres, whether actually contained more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) to deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-eighth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of low lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be paid or tendered directly to Lessor at Lessor's above listed address, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for advance on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 60 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas; (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir; (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after assignment, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable flow on any well to be drilled, drilled, or already drilled, any such unit may be established or assigned to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time, and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term regarding production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part of all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

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

YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

COPY

6. Whenever used in this lease the "operations" shall mean operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party herein may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, or, after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

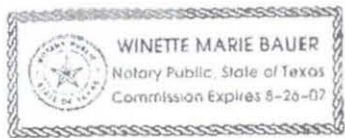
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Ricky D Carson  
Ricky Carson, dealing in his sole and separate property

ACKNOWLEDGMENTS

THE STATE OF Texas }  
COUNTY OF }

This instrument was acknowledged before me on this 24th day of July, 2004 by Ricky Carson, dealing in his sole and separate property.



Winette Marie Bauer  
NOTARY PUBLIC, STATE OF TEXAS

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE, DATED June 16, 2004 BY AND BETWEEN RICKY CARSON, DEALING HEREIN IN HIS SOLE AND SEPARATE PROPERTY AS LESSOR AND LEOR ENERGY L. P., AS LESSEE, COVERING ALL OF LESSOR'S UNDIVIDED INTEREST IN 20.00 ACRES OF LAND, MORE OR LESS OUT OF THE GRANDE ELEVEN LEAGUES, A-32, ROBERTSON COUNTY, TEXAS.

12. **Royalty:** The royalty as provided in this lease shall be one-sixth (1/6ths). In all places where the word one-eighth appears in this lease, the word one-sixth shall be substituted therefor.

13. **Horizontal Severance:** At the expiration of the primary term, in the event a portion or portions of the leased premises are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling or reworking operations on such unit or units, or production of oil and gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the leased premises which are included in such unit or units; provided, however, in the event of pooling or unitization limited to a certain stratum, strata, horizon, or other vertical division, this lease, as to all strata and depths underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in gas royalty payments. Any portion or portions of the leased premises which do not underlie the area within the surface boundaries of a pooled unit or units may be maintained in effect in any manner elsewhere provided in this lease, including, but not limited to: operation upon or production from such portion or portions of the leased premises, or by payment of shut-in gas well royalties.

14. **Depth severance:** It is agreed that after the expiration of the primary term of this lease, this lease shall terminate as to any and all formations one hundred feet (100') below the depth of the deepest depth drilled on the above described land, or lands pooled therewith.

15. **Easements:** Notwithstanding the termination or expiration of this lease as to any portion or portions of the leased premises, it is agreed that Lessee shall have and retain such easements of ingress and egress over such terminated or expired portion or portions of the leased premises as shall be necessary to enable Lessee to develop, explore and operate for production of oil and/or gas the portion or portions of this lease then in effect, and Lessee shall not be required to move or relocate any tanks, separators or other equipment or machinery used in connection with such production of oil and/or gas.

16. **Shut-in Royalty:** If at any time there is located on the land or lands pooled therewith, a well capable of producing gas in paying quantities and such is not produced for any reason, Lessee may pay as shut-in royalty a sum of money equal to \$25.00 dollars for each net mineral acre of land, then covered hereby, such payment to be made within sixty days of the date the lease ceases to be maintained under some other provision hereof. If such payment is timely made the well shall be considered to be a producing well and the shut-in royalty payment shall extend the terms of the lease for a period of one year from the date the payment was made. Lessee may extend the lease for any additional period of one year by the payment of a like sum of money on or before the expiration of the extended term, this lease may not be maintained in force under and by virtue of this shut-in well provision for a period exceeding two cumulative years.

17. **Oil and Gas Only:** This lease covers only oil, gas and other minerals produced in association with oil and gas, and Lessor excepts from this lease and reserves all other minerals of every kind and character in, on and under the leased premises, together with the right to use the leased premises for the purposes of investigating, exploring, producing, saving, owning and disposing of said other minerals.


18. **Royalty Payment:** Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in 91.402 of the Natural Resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in 91.403 of the Natural Resources Code of the State of Texas.

19. **Surface Damages:** It is understood and agreed that Lessee or Lessee's successors or assigns, shall pay the surface owner for damage done to crops, standing timber or livestock, whether such crops and/or livestock belong to Lessor, or to Lessor's tenants, as well as all loss resulting from damage, if any, to subsurface fresh water sands or to the surface of said land by reason of operations thereon, and shall pay for any loss resulting from damage to water wells, roads, culverts, bridges and fences or other improvements on Lessor's land resulting from their use by Lessee in its operations, and that within a reasonable time not to exceed three (3) months after the completion or abandonment of a well, Lessee, or Lessee's successors or assigns shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present conditions as is reasonably practical except such levees or excavations reasonably necessary to the operations of such well. In the event of drilling on said land, Lessee, or Lessee's successors or assigns shall, upon request of Lessor, install cattle guards at all fence crossings used in connection with said operations, even though Lessor maintains gates that could be used, and Lessee shall erect and maintain gates across any such cattle guards which shall be locked except during periods of drilling and reworking of wells. Lessee agrees that all cattle guards, bridges and road base material placed on the property shall, at the termination of this lease and at Lessor's option, become the property of Lessor.

20. **Option to Extend Primary Term:** Notwithstanding anything herein to the contrary, Lessee shall have the right and option to extend the primary term of this lease for an additional two (2) years by the payment to the Lessor, on or before the expiration of said primary term, of a bonus payment equal to \$50.00 for each acre as to which Lessee desires to exercise this option. In the event this option is exercised, it shall thereafter be considered that this lease had originally been executed for a primary term of five (5) years, except that the bonus payment tendered in connection with the Lessee's exercise of this option shall be in lieu of any delay rentals which may be payable upon the third anniversary date of this lease. Payment or tender of bonus may be made in any manner provided in this lease relative to the tender or payment of delay rentals.

21. **Addendum Provisions Govern:** The foregoing typewritten agreement and provisions shall supersede and govern the provisions in the printed text of this lease wherever such printed form is in conflict and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

  
Ricky Carson, dealing herein in his sole and separate property

Acreage shown hereon furnished by others.  
 The information contained on this plat is intended for the  
 sole use of ENCANA OIL & GAS (USA) INC.

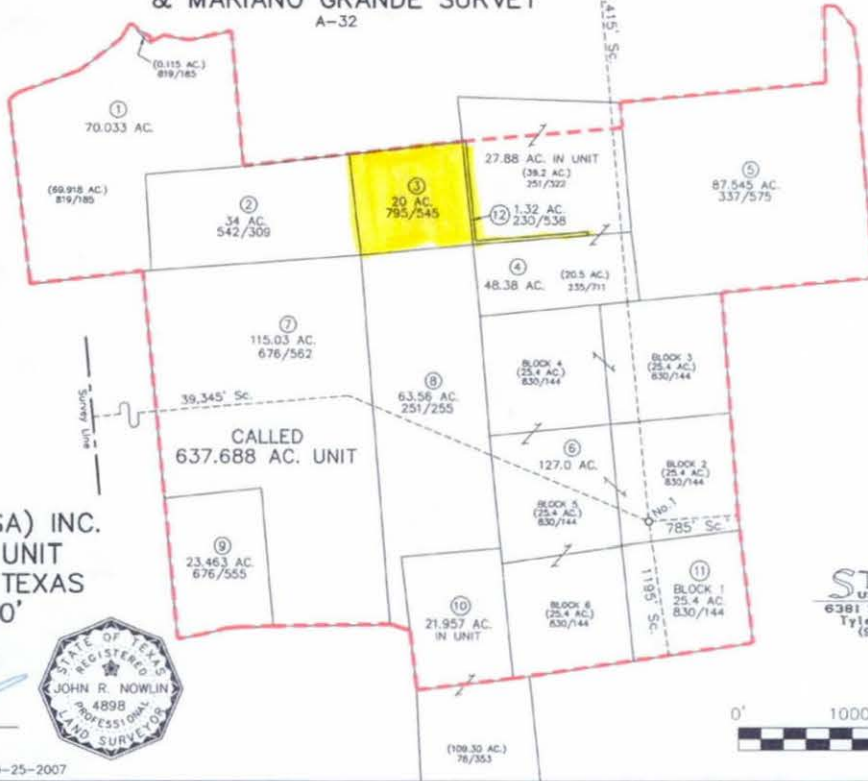
ALL BEARINGS, DISTANCES AND COORDINATES  
 SHOWN HEREON ARE BASED ON G.P.S. DATA  
 CONVERTED TO THE TEXAS COORDINATE SYSTEM,  
 CENTRAL ZONE (NAD 1983)

EXHIBIT "A"

PEDRO PEREIRA, JOSE DE JESUS  
 & MARIANO GRANDE SURVEY  
 A-32

Proposed Location is 39,345' Sc. F.S.W.L. &  
 10,415' F.N.W.L. of the GRANDE SUR., A-32.  
 Proposed location is N 66° E - 9.0 miles from Franklin, Tx.

TR-1	70.033 AC.
TR-2	34.000 AC.
TR-3	20.000 AC.
TR-4	48.380 AC.
TR-5	87.545 AC.
TR-6	127.000 AC.
TR-7	115.030 AC.
TR-8	63.560 AC.
TR-9	23.463 AC.
TR-10	21.957 AC.
TR-11	25.400 AC.
TR-12	1.320 AC.
TOTAL = 637.688 AC.	



PROPOSED LOCATION  
 NAD 83 DATA-TX.C.Z.  
 LAT: 31°04'29.94"  
 LON: 96°20'41.68"  
 X: 3,544,897  
 Y: 10,377,081  
 ELEV: 425' SC.  
 NAD 27 DATA-TX.C.Z.  
 LAT: 31°04'29.27"  
 LON: 96°20'40.81"  
 X: 3,248,418  
 Y: 534,499

UNIT PLAT  
 ENCANA OIL & GAS (USA) INC.  
 KIMBERLY BRUNETTE UNIT  
 ROBERTSON COUNTY, TEXAS  
 SCALE: 1" = 1000'

I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: *John R. Nowlin*  
 JOHN R. NOWLIN  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 4898



10-25-2007

PREPARED BY:  
**STANGER**  
 SURVEYING TYLER, LLC  
 6381 New Copeland Road  
 Tyler, Texas 75703  
 (903) 534-0174



T61329

GENESIS  
 LAND MINERAL RESOURCES  
 PROFESSIONAL LAND MANAGEMENT SERVICES  
 6445 FM 2920 Spring, Texas 77379  
 Telephone (281) 370-7772 Fax (832) 717-5577

281 376 1001

**LEASE PURCHASE REPORT**

**Brief Description**

63.5 acres, more or less, out of the Pedro Pereira, Jose DeJesus, & Mariano Grande 11 Leagues Grant, A-32, in Robertson County, Texas.

**PROSPECT/FIELD** Gap 1 A7085  
**COUNTY/STATE** Robertson, Texas  
**TRACT NO.** 32.071

**LESSOR** Kenneth D. Mayfield **LESSEE** LEOR ENERGY L. P.  
**ADDRESS** 5909 Knightsbridge  
Bryan Texas 77802  
**PHONE #** (979)776-1205  
**SS #** [REDACTED]

<b>LEASE DATE</b> <u>April 15, 2004</u>	<b>GROSS ACRES</b> <u>63.56000</u>
<b>EFFECTIVE DATE</b> <u>April 15, 2004</u>	<b>NET ACRES</b> <u>63.56000</u>
<b>PRIMARY TERM</b> <u>3 years</u>	<b>INTEREST</b> <u>100.000%</u>
<b>EXPIRATION DATE</b> <u>April 15, 2007</u>	<b>ROYALTY</b> <u>1/6</u>
<b>BONUS PER ACRE</b> <u>\$100.00</u>	<b>PAYMENT METHOD</b> <u>Draft</u>
<b>RENTAL PER ACRE</b> <u>none</u>	<b>TOTAL BONUS</b> <u>\$6,356.00</u>
<b>RENTAL DUE DATE</b> <u>none</u>	<b>TOTAL RENTAL</b> <u>none</u>
	<b>RENTAL D/O</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

**SURFACE OWNER** same **PHONE #** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_

ADDITIONAL LESSOR(S):	SSNTax ID #	INTEREST

**OUTSTANDING INTEREST:**

**COMMENTS:**

Additional Lease Addendum provisions 12 - 20 which consist of the following addendums:  
 Royalty, Horizontal Severance, Depth Severance, Easements, Shut-in Royalty, Oil and Gas Only, Royalty Payment,  
 Surface Damages and Addendum Provisions Govern.

**DOCUMENTS SUBMITTED**

- Original  Copy of OGL
- Copy of Bonus Draft(s)
- Title Data
- Source Deed
- Plat
- Other Memorandum of OGL
- W-9 \_\_\_\_\_

**PREPARED BY:** Sam Frankson  
**DATE:** April 26, 2004



MEMORANDUM OF OIL, GAS AND MINERAL LEASE

Accepted for Filing in:  
Robertson County  
On: Jul 12, 2004 at 09:32P  
By: Traci Smith

THE STATE OF TEXAS     §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ROBERTSON   §

THAT this Memorandum of Oil and Gas Lease is entered into this 15th day of April, 2004, between KENNETH D. MAYFIELD whose address is 5909 Knightsbridge, Bryan, TX 77802, and LEOR ENERGY L. P., Lessee, whose address is 802 NE 20<sup>th</sup> Avenue, Fort Lauderdale, Florida 33304.

WITNESSETH:

1.

Lessor has leased and let to Lessee, for the purpose of investigation, exploring and prospecting for oil and gas, all of the real property situated in Robertson County, Texas, and described as follows:

63.5 acres of land, more or less, out of the Pedro Pereire, Jose De Jesus and Mariano Grande Eleven Leagues Grant, A-32, Robertson County, Texas, being more particularly described in that certain Contract of Sales dated September 3, 1969 from Veteran's Land Board of Texas to Kenneth D. Mayfield, recorded in Volume 251, Page 255 of the Deed Records, Robertson County, Texas and referenced in Deed dated November 28, 1988 from Veteran's Land Board of Texas to Kenneth D. Mayfield, recorded in Volume 524, Page 647 of the Official records of Robertson County, Texas.

2.

The oil and gas lease under which Lessor has leased said land to Lessee is for a primary term of Three (3) years from April 12, 2004 and so long thereafter as oil or gas is produced in paying quantities from said land, or said lease is otherwise maintained, all as more particularly set out in said oil and gas lease to which reference is here made for all purposes, including further description of the terms and provisions of said lease. Both Lessor and Lessee have possession of a fully executed copy of said Lease. This instrument is executed and recorded solely for the purpose of affording notice of the existence of such lease and shall not amend, alter or otherwise affect the terms, provisions and conditions of said lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

By: Kenneth D. Mayfield  
KENNETH D. MAYFIELD (Lessor)

LEOR ENERGY L. P. (Lessee)

By: J. D. Kuntz  
Its Agent and Attorney-in-fact

*GAP 1*  
*2003-2008-100-111*

~~2004-871~~  
2004 3234

ACKNOWLEDGMENT

871/653

THE STATE OF TEXAS  
COUNTY OF BRAZOS

10000000

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by Kenneth D. Mayfield.

WITNESS my hand and official seal.



Tanise Jolly  
NOTARY PUBLIC, STATE OF TEXAS

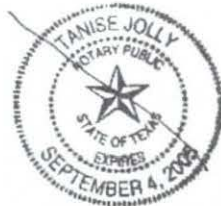
ACKNOWLEDGMENT

~~THE STATE OF Texas  
FLORIDA  
COUNTY OF Brazos  
BROWARD~~

~~§  
§  
§~~

~~The foregoing instrument was acknowledged before me this 22 day of April, 2004, by  
LEOR ENERGY L.P.~~

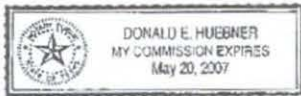
~~WITNESS my hand and official seal.~~



~~Tanise Jolly  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 09-04-05~~

Acknowledgment  
State of Texas  
County of Harris

The foregoing instrument was acknowledged before me  
this 22nd day of April, 2004, by J. D. Bartell, Agent  
and Attorney-in-fact of LEOR ENERGY L.P.



Donald E. Hubner  
Notary Public, State of TEXAS

My Commission Expires: May 20, 2007

THE STATE OF TEXAS  
COUNTY OF BRAZOS

§§  
§§  
§§

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by Kenneth D. Mayfield

WITNESS my hand and official seal.



*Tanise Jolly*  
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF FLORIDA  
COUNTY OF BROWARD

§§  
§§  
§§

The foregoing instrument was acknowledged before me this 22 day of April, 2004, by  
of LEOR ENERGY L. P.

WITNESS my hand and official seal.



*Tanise Jolly*  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 09-04-05

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 15th day of April, 2004, between KENNETH D. MAYFIELD, dealing in his separate property, Lessor (whether one or more), whose address is: 5909 Knightsbridge, Bryan, Texas 77802 and LEOR ENERGY L. P., 802 NE 20<sup>th</sup> Avenue, Fort Lauderdale, Florida 33304, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars (\$10.00 & OVC), receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or sub-surface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Robertson, State of TEXAS, and is described as follows:

63.5 acres of land, more or less, out of the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven Leaguas Grant, A-32, Robertson County, Texas, being more particularly described in that certain Contract of Sales dated September 3, 1969 from Veteran's Land Board of Texas to Kenneth D. Mayfield, recorded in Volume 251, Page 255 of the Deed Records, Robertson County, Texas and referenced in Deed dated November 28, 1988 from Veteran's Land Board of Texas to Kenneth D. Mayfield, recorded in Volume 524, Page 647 of the Official records of Robertson County, Texas.

See "Addendum", attached hereto and made a part hereof, for additional provisions to this lease.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 63.56 acres, whether actually contained more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) to deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall nevertheless continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be paid or tendered directly to Lessor at Lessor's above listed address, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of the lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or utilize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas; (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir; (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument, identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect. If at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or utilize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part of all of said

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:**

**YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whoever used in this lease the "operations" shall mean operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, in part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

*Kenneth D. Mayfield*  
KENNETH D. MAYFIELD

ACKNOWLEDGMENTS

THE STATE OF TEXAS  
COUNTY OF BRAZOS



This instrument was acknowledged before me on this \_\_\_\_\_ day of April, 2004 by KENNETH D. MAYFIELD, dealing in his separate property.

*Tanise Jolly*  
NOTARY PUBLIC, STATE OF TEXAS

## ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE, DATED APRIL 9, 2004, BY AND BETWEEN KENNETH D. MAYFIELD AS LESSOR AND LEOR ENERGY L. P., AS LESSEE, COVERING ALL OF LESSOR'S UNDIVIDED INTEREST IN 63.56 ACRES OF LAND, MORE OR LESS OUT OF THE PEDRO PEREIRE, JOSE DE JESUS AND MARIANO GRANDE ELEVEN LEAGUES GRANT, ABSTRACT 32, ROBERTSON COUNTY, TEXAS

12. **Royalty:** The royalty as provided in this lease shall be one-sixth (1/6ths). In all places where the word one-eighth appears in this lease, the word one-sixth shall be substituted therefor.

13. **Horizontal Severance:** At the expiration of the primary term, in the event a portion or portions of the leased premises are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling or reworking operations on such unit or units, or production of oil and gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the leased premises which are included in such unit or units; provided, however, in the event of pooling or unitization limited to a certain stratum, strata, horizon, or other vertical division, this lease, as to all strata and depths underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in gas royalty payments. Any portion or portions of the leased premises which do not underlie the area within the surface boundaries of a pooled unit or units may be maintained in effect in any manner elsewhere provided in this lease, including, but not limited to, operation upon or production from such portion or portions of the leased premises, or by payment of shut-in gas well royalties.

14. **Depth severance:** It is agreed that after the expiration of the primary term of this lease, this lease shall terminate as to any and all formations one hundred feet (100') below the depth of the deepest depth drilled on the above described land, or lands pooled therewith.

15. **Easements:** Notwithstanding the termination or expiration of this lease as to any portion or portions of the leased premises, it is agreed that Lessee shall have and retain such easements of ingress and egress over such terminated or expired portion or portions of the leased premises as shall be necessary to enable Lessee to develop, explore and operate for production of oil and/or gas the portion or portions of this lease then in effect, and Lessee shall not be required to move or relocate any tanks, separators or other equipment or machinery used in connection with such production of oil and/or gas.

16. **Shut-in Royalty:** If at any time there is located on the land or lands pooled therewith, a well capable of producing gas in paying quantities and such is not produced for any reason, Lessee may pay as shut-in royalty a sum of money equal to \$25.00 dollars for each net mineral acre of land, then covered hereby, such payment to be made within sixty days of the date the lease ceases to be maintained under some other provision hereof. If such payment is timely made the well shall be considered to be a producing well and the shut-in royalty payment shall extend the terms of the lease for a period of one year from the date the payment was made. Lessee may extend the lease for any additional period of one year by the payment of a like sum of money on or before the expiration of the extended term, this lease may not be maintained in force under and by virtue of this shut-in well provision for a period exceeding two cumulative years.

17. **Oil and Gas Only:** This lease covers only oil, gas and other minerals produced in association with oil and gas, and Lessor excepts from this lease and reserves all other minerals of every kind and character in, on and under the leased premises, together with the right to use the leased premises for the purposes of investigating, exploring, producing, saving, owning and disposing of said other minerals.

18. **Royalty Payment:** Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in 91.402 of the Natural Resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in 91.403 of the Natural Resources Code of the State of Texas.

19. **Surface Damages:** It is understood and agreed that Lessee or Lessee's successors or assigns, shall pay the surface owner for damage done to crops, standing timber or livestock, whether such crops and/or livestock belong to Lessor, or to Lessor's tenants, as well as all loss resulting from damage, if any, to subsurface fresh water sands or to the surface of said land by reason of operations thereon, and shall pay for any loss resulting from damage to water wells, roads, culverts, bridges and fences or other improvements on Lessor's land resulting from their use by Lessee in its operations, and that within a reasonable time not to exceed three (3) months after the completion or abandonment of a well, Lessee, or Lessee's successors or assigns shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present conditions as is reasonably practical except such levees or excavations reasonably necessary to the operations of such well. In the event of drilling on said land, Lessee, or Lessee's successors or assigns shall, upon request of Lessor, install cattle guards at all fence crossings used in connection with said operations, even though Lessor maintains gates that could be used, and Lessee shall erect and maintain gates across any such cattle guards which shall be locked except during periods of drilling and reworking of wells. Lessee agrees that all cattle guards, bridges and road base material placed on the property shall, at the termination of this lease and at Lessor's option, become the property of Lessor.

20. **Addendum Provisions Govern:** The foregoing typewritten agreement and provisions shall supersede and govern the provisions in the printed text of this lease wherever such printed form is in conflict and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

  
KENNETH D. MAYFIELD

Acreage shown hereon furnished by others.  
The information contained on this plat is intended for the  
sole use of ENCANA OIL & GAS (USA) INC.

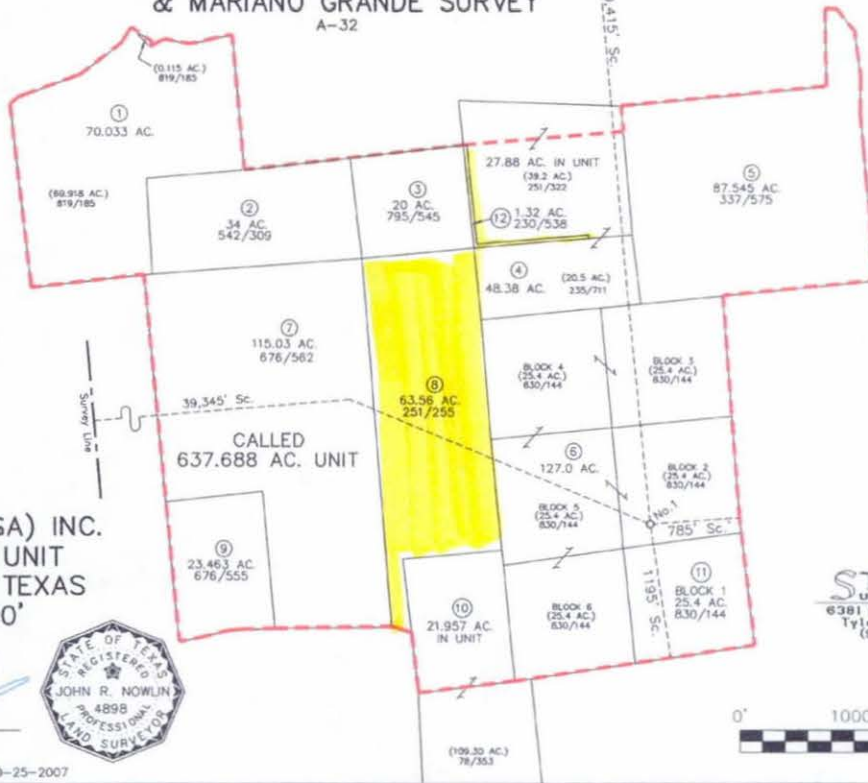
ALL BEARINGS, DISTANCES AND COORDINATES  
SHOWN HEREON ARE BASED ON G.P.S. DATA  
CONVERTED TO THE TEXAS COORDINATE SYSTEM,  
CENTRAL ZONE (NAD 1983)

EXHIBIT "A"

PEDRO PEREIRA, JOSE DE JESUS  
& MARIANO GRANDE SURVEY  
A-32

Proposed Location is 39,345' Sc. F.S.W.L. &  
10,415' F.N.W.L. of the GRANDE SUR., A-32.  
Proposed location is N 66° E - 9.0 miles from Franklin, Tx.

TR-1	70.033 AC.
TR-2	34.000 AC.
TR-3	20.000 AC.
TR-4	48.380 AC.
TR-5	87.545 AC.
TR-6	127.000 AC.
TR-7	115.030 AC.
TR-8	63.560 AC.
TR-9	23.463 AC.
TR-10	21.957 AC.
TR-11	25.400 AC.
TR-12	1.320 AC.
TOTAL = 637.688 AC.	



PROPOSED LOCATION  
NAD 83 DATA-TX.C.Z.  
LAT: 31°04'29.94"  
LON: 96°20'41.68"  
X: 3,544,897  
Y: 10,377,081  
ELEV: 425' SC.  
NAD 27 DATA-TX.C.Z.  
LAT: 31°04'29.27"  
LON: 96°20'40.81"  
X: 3,248,418  
Y: 534,499

UNIT PLAT  
ENCANA OIL & GAS (USA) INC.  
KIMBERLY BRUNETTE UNIT  
ROBERTSON COUNTY, TEXAS  
SCALE: 1" = 1000'

I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
*John R. Nowlin*  
BY: JOHN R. NOWLIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4898



PREPARED BY:  
**STANGER**  
SURVEYING TYLER, LLC  
6381 New Copeland Road  
Tyler, Texas 75703  
(903) 534-0174



7.

File No. MF 08603

Class Purchase Report

Date Filed: 11/9/08

Jerry E. Paterson, Commissioner

By: 

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

#### ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made by LEOR ENERGY L.P., a Delaware limited partnership ("Assignor"), to ENCANA OIL & GAS (USA) INC., a Delaware corporation ("Assignee") on this June 28, 2006 (the "Assignment Date").

#### ARTICLE I.

#### GRANTING, RESERVATION, AND HABENDUM CLAUSES

1.1 Grant. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has granted, transferred, conveyed, and assigned, and by these presents does hereby grant, transfer, convey, and assign, to Assignee, effective as of July 29, 2005 at 7:00 a.m. in the locale where the Oil and Gas Properties, as hereafter defined, are located (the "Effective Time"), an undivided thirty percent (30%) of Assignor's right, title, and interest in and to the following properties and assets (collectively, the "Interests"):

- (a) Oil and Gas Properties. The oil and gas leases, fee mineral interests, or other similar interests described on Exhibit A, including, without limitation of the foregoing, the oil, gas and other minerals in and under or that may be produced from the lands subject to the oil and gas leases, fee mineral interests, or other similar interests described in Exhibit A, whether such lands be described in a description set forth in such Exhibit A or be described in Exhibit A by reference to another instrument (the "Oil and Gas Properties").
- (b) Wells. All oil, condensate or natural gas wells located on the properties described in Exhibit A, whether producing, operating, shut-in or temporarily abandoned.
- (c) Severed Substances. All severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the properties described in Exhibit A, and either (i) in pipelines on the Effective Time or (ii) sold on or after the Effective Time (the "Substances").

- (d) Surface Contracts. All right-of-way agreements or other agreements relating to the use or ownership of surface properties that are used or held for use for flow lines in connection with the production of Substances from the properties described on Exhibit A (the "Surface Contracts").
- (e) Equipment. All equipment, fixtures and physical facilities of every type and description located on the properties described on Exhibit A (the "Equipment").
- (f) Contracts. Those contracts, commitments, agreements, and arrangements that directly relate to the Oil and Gas Properties and the production, storage, treatment, transportation, processing, purchase, sale, disposal or to the disposition of Substances therefrom and any and all amendments, ratifications or extensions of the foregoing, to the extent that any of the foregoing relate to periods on or after the Effective Time (the "Contracts").
- (g) Permits. To the extent assignable in part and related to the Oil and Properties, the concurrent benefit of all franchises, licenses, permits, approvals, consents, certificates and other authorizations and other rights granted by governmental authorities and all certificates of convenience or necessity, immunities, privileges, grants and other rights, that relate to the Interests or the ownership or operation of any thereof (the "Permits"), provided, however, that Assignee's right with respect to Permits acquired pursuant to this Assignment shall be limited to the receipt, by Assignee, of the benefit of the rights and privileges of Assignor with respect to such Permits as an owner of the Oil and Gas Properties and the other Interests to which such Permits relate, in each case only to the extent related to the Interests.
- (h) Payment Rights. All (a) accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of Texas) attributable to the Interests with respect to any period of time on or after the Effective Time; (b) liens and security interests in favor of Assignor, whether choate or inchoate, under any law, rule or regulation or under any of the Contracts arising from the ownership or sale or other disposition on or after the Effective Time of any of the Interests; and (c) any claim of indemnity, contribution, or reimbursement relating to the Interests and events occurring on or after the Effective Time (the "Payment Rights").

1.2 Habendum. TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Interests unto Assignee and its successors and assigns forever.

## ARTICLE II

### LIMITED WARRANTY; DISCLAIMERS

2.1 Limited Warranty; Subrogation. Assignor agrees to warrant and forever defend title to the Interests unto Assignee and its successors and assigns against the Claims, as hereafter defined, of all Persons, as hereafter defined, claiming, or to claim the same, or any part thereof, by, through, or under Assignor, but not otherwise, but subject to the existence of any burdens on

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the Interests described in the Exploration and Development Agreement dated as of July 29, 2005, by and between Leor Energy L.P. and EnCana Oil & Gas (USA) Inc. and the Operating Agreement executed or to be executed in connection therewith by and between EnCana Oil & Gas (USA) Inc., as Operator, and Leor Energy L.P., as Non-Operator (collectively, the "Operative Agreements"). Except as provided in the immediately preceding sentence of this Section 2.1, and notwithstanding the use of the words "grant" and "convey" in Section 1.1, this Assignment is made without warranty of title, expressed, implied, or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Assignee, and all Persons claiming by, through, and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription applicable to the Interests and all rights of action of warranty against all former owners of the Interests. Nothing in this Assignment including this Section 2.1 shall limit or modify the representations and warranties of Assignor set forth in the Operative Agreements.

## 2.2 Further Disclaimers.

(a) Assignor and Assignee agree that to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Section 2.2 are "conspicuous" disclaimers for the purposes of any applicable law.

(b) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE INTERESTS OR TITLE TO THE INTERESTS, OTHER THAN AS SET FORTH IN SECTION 2.1. ASSIGNEE ACCEPTS AND EXPRESSLY HEREBY ACKNOWLEDGES AND AGREES, INTENDING TO BE BOUND BY SUCH ACKNOWLEDGEMENT AND AGREEMENT, THAT: (i) ANY ASSIGNMENTS OF INTERESTS EARNED BY ASSIGNEE WILL BE ASSIGNED TO ASSIGNEE IN THEIR "AS-IS" CONDITION, "WHERE-IS," AND "WITH ALL FAULTS"; (ii) ASSIGNOR MAKES NO EXPRESS, STATUTORY, OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING REPRESENTATIONS OR WARRANTIES RELATING TO (A) THE CONDITION OR MERCHANTABILITY OF THE INTERESTS AND THE INTERESTS OR (B) THE FITNESS OF THE INTERESTS FOR A PARTICULAR PURPOSE, AND (iii) ASSIGNEE SHALL NOT HAVE ANY RECOURSE AGAINST ASSIGNOR WITH RESPECT TO THE CONDITION OF THE INTERESTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN ARTICLE VII OF THE EXPLORATION AND DEVELOPMENT AGREEMENT REFERENCED ABOVE, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (w) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE INTERESTS (INCLUDING, WITHOUT LIMITATION, PRODUCTION RATES, DECLINE RATES, AND RECOMPLETION OR DRILLING OPPORTUNITIES), (x) ALLOWABLES OR OTHER REGULATORY MATTERS RELATED TO THE INTERESTS OR OTHERWISE, (y) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF ASSIGNOR OR THE INTERESTS, OR (z) THE GEOPHYSICAL, GEOLOGICAL OR ENGINEERING CONDITION OF THE INTERESTS OR ANY VALUE THEREOF.

(c) OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN SECTION 2.1, ASSIGNOR IS CONVEYING TO ASSIGNEE, AND ASSIGNEE IS ACCEPTING, THE INTERESTS "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND ASSIGNEE IS ASSUMING ALL RISK WITH RESPECT TO THE INTERESTS.

(d) ASSIGNEE WAIVES ITS RIGHTS, IF ANY, UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ASSIGNEE'S OWN SELECTION, ASSIGNEE VOLUNTARILY CONSENTS TO THIS WAIVER.

ARTICLE III.  
OTHER PROVISIONS

3.1 Additional Definitions. In addition to the terms defined elsewhere in this Assignment, for purposes hereof, the following expressions and terms shall have the meanings set forth in this Section 3.1, unless expressly stated otherwise:

(a) "Claims" means any and all claims, demands, causes of action, and lawsuits asserted or filed by any Person, including, without limitation, a local, state, or federal governmental entity.

(b) "Person" means an individual, corporation, limited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated organization, or any other entity, including any governmental organization or authority.

3.2 Operative Agreements. This Assignment is expressly made subject to the terms of the Operative Agreements. The delivery of this Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, indemnities, terms, or provisions of the Operative Agreements. The representations, warranties, covenants, indemnities, terms, and provisions contained in the Operative Agreements shall not be merged with or into this Assignment but shall survive the execution and delivery of this Assignment to the extent, and in the manner, set forth in the Operative Agreements.

3.3 Successors and Assigns. The provisions of this Assignment shall be covenants running with the land, and this Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3.4 GOVERNING LAW. THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ASSIGNOR AND ASSIGNEE HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

3.5 Exhibits. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the interests are located.

3.6 Captions. The captions and article and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. References in this Assignment to articles, sections, and exhibits are to articles, sections, and exhibits of this Assignment unless otherwise specified.

3.7 Further Assurances. Assignor and Assignee will execute and deliver to each other all other additional instruments, notices, assumptions, and other documents, and will do and take all such other acts and things, as Assignee reasonably may deem necessary, appropriate, or desirable (a) to more fully protect the rights of Assignee and its successors and assigns under this Assignment, (b) to more fully sell, convey, transfer, assign, and deliver to Assignee and its successors and assigns, all of the rights, titles, and interests herein and hereby sold, conveyed, transferred, assigned, and delivered or intended so to be, or (c) for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Assignment.

3.8 Counterparts. This Assignment may be executed in one or more originals, but all of which together shall constitute one and the same instrument.

{SIGNATURE PAGES FOLLOW}

Doc 20064173 Bk OR Vol 954 Pg 729

EXECUTED on the date set forth above, to be effective as provided herein as of the Effective Time.

ASSIGNOR:

LEOR ENERGY L.P., a  
Delaware limited partnership

By: Leor Energy LLC,  
its sole general partner

By: David G. Scott  
David G. Scott  
Executive Vice President and  
Chief Operating Officer

Assignor's Address is:

Leor Energy L.P.  
1300 Post Oak Boulevard, Suite 1875  
Houston, Texas 77056

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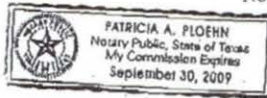
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on June 28, 2006 by David G. Scott, as Executive Vice President and Chief Operating Officer of Leor Energy LLC, the sole general partner of LEOR ENERGY L.P., a Delaware limited partnership, on behalf of such limited liability company acting as such general partner on behalf of such limited partnership.

Patricia A. Ploehn  
Notary Public - State of Texas

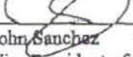


UNDRILLED ACREAGE

EXECUTED on the date set forth above, to be effective as provided herein as of the Effective Time.

ASSIGNEE:

ENCANA OIL & GAS (USA) INC.,  
a Delaware corporation

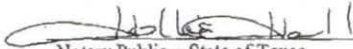
By:   
John Sanchez  
Vice President of  
Mid-Continent Business Unit

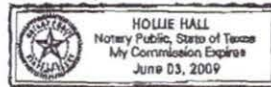
Assignee's Address is:

EnCana Oil & Gas (USA) Inc.  
14001 N. Dallas Parkway  
Dallas, Texas 75240

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on June 25<sup>th</sup>, 2006 by John Sanchez, Vice President of ENCANA OIL & GAS (USA) INC., a Delaware corporation, on behalf of such corporation.

  
Notary Public - State of Texas



Doc 20064173 Bk OR Vol 954 Pg 731

EXHIBIT A

DESCRIPTION OF LEASES

Attached to and made a part of that certain Assignment and Bill of Sale dated as of the Assignment Date, by and between LEOR ENERGY L.P., a Delaware limited partnership, as Assignor, and ENCANA OIL & GAS (USA), INC., a Delaware corporation, as Assignee.

\* \* \*

CEDAR CREEK PROSPECT - TX001

Oil, Gas and Mineral Lease dated July 28, 2003, by and between Amy Lynn McGlohon Goertz, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033408, in Volume 842, Page 450 of the real property records of Robertson County, Texas, covering 691.35 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX001-ROB-002-01/Tract 003)

Oil, Gas and Mineral Lease dated July 28, 2003, by and between Robert A. McGlohon, Jr., as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033410, Volume 842, Page 456 of the real property records of Robertson County, Texas, covering 691.35 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX001-ROB-002-02/Tract 003)

Oil, Gas and Mineral Lease dated July 28, 2003, by and between David Frederick McGlohon, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033404, in Volume 842, Page 440 of the real property records of Robertson County, Texas, covering 691.35 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX001-ROB-002-03/Tract 003)

Oil, Gas and Mineral Lease dated July 28, 2003, by and between Alys Anne Doering McGlohon, et vir, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 2003405, in Volume 842, Page 442 of the real property records of Robertson County, Texas, covering 691.35 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX001-ROB-002-04/Tract 003)

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20064173    OR            954            732

Oil, Gas and Mineral Lease dated July 28, 2003, by and between Martha Caroline Doering Brasted, et vir, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033176, in Volume 841, Page 362 of the real property records of Robertson County, Texas, covering 691.35 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
(TX001-ROB-002-05/Tract 003)

Oil, Gas and Mineral Lease dated April 30, 2003, by and between Sam J. Carpiase, Ltd., as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033177, in Volume 841, Page 364 of the real property records of Robertson County, Texas, covering 589.879 acres, more or less.  
(TX001-ROB-003-01/Tract 001)

Oil, Gas and Mineral Lease dated October 07, 2004, by and between William T. Redden et ux., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045175, in Volume 881, Page 487 of the real property records of Robertson County, Texas, covering 58.879 acres, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
(TX001-ROB-004-01/Tract 024)

Oil, Gas and Mineral Lease dated October 12, 2004, by and between Loreda M. Sanders a/k/a Lauridia M. Sanders., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045173, in Volume 881, Page 484 of the real property records of Robertson County, Texas, covering 364.40 acres, more or less.  
(TX001-ROB-005-00/Tract 005)

Oil, Gas and Mineral Lease dated October 21, 2004, by and between Charles D. Corbell, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045457, in Volume 882, Page 784 of the real property records of Robertson County, Texas, covering 158.150 acres, more or less, insofar and only insofar as 33.95 acres of land, more or less, included within Tract 2 of the Lease covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof, said Tract 2, and the said 33.95 acres being more fully described under Clerk's File No. 970352 of the Deed Records of Robertson County, Texas; and insofar and only insofar as the said remainder of said acreage covered by this Lease is effective as to all depths.  
(TX001-ROB-008-01/Tract 009)

Oil, Gas and Mineral Lease dated December 11, 2004, by and between Albert D. Hildenbrandt, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050130, in Volume 888, Page 4 of the real property records of Robertson County, Texas, covering 193.89026 acres, more or less.  
(TX001-ROB-015-00/Tract 004)

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Oil, Gas and Mineral Lease dated January 21, 2005 by and between The Smith Special Needs Trust, Wanda J. Lund, Trustee as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050667, in Volume 890, Page 602 of the real property records of Robertson County, Texas, covering 75.00 acres, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
(TX001-ROB-018-01/Tract 019)

Oil, Gas and Mineral Lease dated April 22, 2005, by and between Rachel Raropy and Ty C. Raropy, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053167, in Volume 902, Page 332 of the real property records of Robertson County, Texas, covering 267.4340 acres, more or less.  
(TX001-ROB-026-01/Tract 010)

Oil, Gas and Mineral Lease dated January 4, 2002, by and between Glynda McBeth, as Lessor, and EBR Properties II, LP, as Lessor, as evidenced by that certain Memorandum recorded as File No. 20023555, Volume 814, Page 429 of the Official Public Records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated October 29, 2004, by and between Glynda McBeth, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20045705, Volume 884, Page 113 of the real property records of Robertson County, Texas, covering 293.70 acres of land, more or less.  
(TX030-ROB-002-00-EBR/Tract 002)

Oil, Gas and Mineral Lease dated March 27, 2002, by and between Timoteo Ortiz, Jr., et al, as Lessor, and EBR Properties II, LP, as Lessor, evidenced by that certain Memorandum recorded as Clerk's File No. 20023264, Volume 812, Page 748 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas & Mineral Lease dated September 7, 2004, by and between Timoteo Ortiz, Jr., et al, as Lessor, and Leor Energy L.P., as present leasehold owner, recorded as Clerk's File No. 20044533, Volume 878, Page 348 of the real property records of Robertson County, Texas, covering 150.00 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
(TX030-ROB-008-00-EBR/Tract 008)

Oil, Gas and Mineral Lease dated February 20, 2002, by and between Ervin J. Cloat, et ux, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Ervin J. Cloat, et ux, evidenced by that certain Memorandum recorded as Clerk's File No. 20023259, Volume 812, Page 741 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated October 4, 2004, by and between Ervin J. Cloat, et ux, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20045025, Volume 880, Page 679 of the real property records of Robertson County, Texas, covering 1,104.918 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
(TX030-ROB-012-01-EBR/Tract 012)

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Oil, Gas and Mineral Lease dated February 20, 2002, by and between Ervin J. Cloat, et ux, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Jack A. Cloat, et ux, evidenced by that certain Memorandum recorded as Clerk's File No. 20023259, Volume 812, Page 741 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated October 4, 2004, by and between Jack A. Cloat, et ux, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20045025, Volume 880, Page 679 of the real property records of Robertson County, Texas, covering 1,104.918 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof. (TX030-ROB-012-02-EBR/Tract 012)

Oil, Gas and Mineral Lease dated March 25, 2002, by and between Lucille Rodgers, as Lessor, and EBR Properties II, LP, as Lessor, evidenced by that certain Memorandum recorded as Clerk's File No. 20023265, Volume 812, Page 749 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated September 8, 2004, by and between Lucille Rodgers, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20044829, Volume 879, Page 734 of the real property records of Robertson County, Texas, covering 97.97 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof. (TX030-ROB-016-00-EBR/Tract 016)

Oil, Gas and Mineral Lease dated February 8, 2002, by and between Ruby Louise Bolton, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Ruby Louise Bolton and Marion Nolan Bolton, as evidenced by that certain Memorandum recorded as Clerk's File No. 20023558, Volume 814, Page 436 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated September 8, 2004, by and between Ruby Louise Bolton, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, as signed in counterpart by Ruby Louise Bolton and Marion Nolan Bolton, recorded as Clerk's File No. 20044830, Volume 879, Page 735 of the real property records of Robertson County, Texas, covering 104.25 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof. (TX030-ROB-017-01-EBR/Tract 017)

Oil, Gas and Mineral Lease dated February 8, 2002, by and between Ruby Louise Bolton, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Betty Lou Bolton Jansen, as evidenced by that certain Memorandum recorded as Clerk's File No. 20023556, Volume 814, Page 430 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated September 8, 2004, by and between Ruby Louise Bolton, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, as signed in counterpart by Betty Lou Bolton Jansen, recorded as Clerk's File No. 20044830, Volume 879, Page 735 of the real property records of Robertson County, Texas, covering 104.25 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

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(TX030-ROB-017-02-EBR/Tract 017)

Oil, Gas and Mineral Lease dated February 8, 2002, by and between Ruby Louise Bolton, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Sherry Denise Bolton Stiles, as evidenced by that certain Memorandum recorded as Clerk's File No. 20023557, Volume 814, Page 433 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated September 8, 2004, by and between Ruby Louise Bolton, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, as signed in counterpart by Sherry Denise Bolton Stiles, recorded as Clerk's File No. 20044830, Volume 879, Page 735 of the real property records of Robertson County, Texas, covering 104.25 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX030-ROB-017-03-EBR/Tract 017)

Oil, Gas and Mineral Lease dated February 8, 2002, by and between Marion Nolan Bolton, et ux, as Lessor, and EBR Properties II, LP, as Lessor, as evidenced by that certain Memorandum recorded as Clerk's File No. 20023262, Volume 812, Page 746 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated September 8, 2004, by and between Marion Nolan Bolton, et ux, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20044534, Volume 878, Page 349 of the real property records of Robertson County, Texas, covering 5.00 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX030-ROB-018-00-EBR/Tract 018)

Oil, Gas and Mineral Lease dated March 27, 2002, by and between Janie Lopez Ortiz, as Lessor, and EBR Properties II, LP, as Lessor, evidenced by that certain Memorandum recorded as Clerk's File No. 20023266, Volume 812, Page 750 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas & Mineral Lease dated October 1, 2004, by and between Janie Lopez Ortiz, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20045028, Volume 880, Page 685 of the real property records of Robertson County, Texas, covering 79.927 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX030-ROB-020-01-EBR/Tract 020)

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Howard W. Hoegemeyer, et ux, as Lessor, and EBR Properties II, LP, as Lessor, evidenced by that certain Memorandum recorded as Clerk's File No. 20023263, Volume 812, Page 747 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated October 13, 2004, by and between Howard W. Hoegemeyer, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20045176, Volume 881, Page 488 of the real property records of Robertson County, Texas, covering 159.185 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.

(TX030-ROB-025-00-EBR/Tract 025)

Oil, Gas and Mineral Lease dated March 6, 2002, by and between Robert Ray Akins, et ux, as Lessor, and EBR Properties II, LP, as Lessor, evidenced by that certain Memorandum recorded as Clerk's File No. 20023261, Volume 812, Page 745 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas and Mineral Lease dated August 31, 2004, by and between Robert Ray Akins, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20044393, Volume 877, Page 528 of the real property records of Robertson County, Texas, covering 206.50 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
(TX030-ROB-036-00-EBR/Tract 011)

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Lorena Sanders, and evidenced by that certain Memorandum recorded as Clerk's File No. 20023258, Volume 812, Page 740 of the real property records of Robertson County, Texas; and

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by George Allen Sanders, recorded as Clerk's File No. 20023252, Volume 812, Page 714 of the real property records of Robertson County, Texas; and

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Glen E. Sanders, recorded as Clerk's File No. 20023251, Volume 812, Page 709 of the real property records of Robertson County, Texas; and

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Janice Marie Sanders Hill, recorded as Clerk's File No. 20023253, Volume 812, Page 719 of the real property records of Robertson County, Texas; and

Memorandum of Extension of Primary Term of Oil, Gas & Mineral Lease dated September 10, 2004, by and between Glen E. Sanders, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20044784, Volume 879, Page 551 of the real property records of Robertson County, Texas, covering 38.42 acres of land, more or less.  
(TX030-ROB-011A-00-EBR/Tract 028)

Oil, Gas and Mineral Lease dated April 22, 2005, by and between Jerry D. Baxter, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20053163, Volume 902, Page 325, of the real property records of Robertson County, Texas, covering 267.434 acres of land, more or less.  
(TX001-ROB-026-01/Tract 10)

Oil, Gas and Mineral Lease dated April 22, 2005, by and between Rachel Rampy, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053167, in Volume 902, Page 332 of the real property records of Robertson County, Texas, covering 267.4340 acres, more or less.  
(TX001-ROB-026-02)

EASTERLY PROSPECT - TX002

Oil, Gas and Mineral Lease dated February 3, 2004, by and between Donna Lamb, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043571, in Volume 873, Page 541 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-001-01/Tract 023)

Oil, Gas and Mineral Lease dated June 25, 2003, by and between Norma Corn Ellison, formerly known as Norma Corn Little, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20035126, in Volume 851, Page 373 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-002-01/Tract 031)

Oil, Gas and Mineral Lease dated July 31, 2003, by and between John Hurst, as Lessor, and Legends Exploration, L.P., as Lessee, recorded as Clerk's File No. 20033406, in Volume 842, Page 444 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-002-02/Tract 031)

Oil, Gas and Mineral Lease dated July 28, 2003, by and between Norma H. Flynn, as Lessor, and Legends Exploration, L.P., as Lessee, recorded as Clerk's File No. 20033409, in Volume 842, Page 452 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-002-03/Tract 031)

Oil, Gas and Mineral Lease dated July 28, 2003, by and between Robert Daniel Coru, as Lessor, and Legends Exploration, L.P., as Lessee, recorded as Clerk's File No. 20033407, in Volume 842, Page 448 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-002-04/Tract 031)

Oil, Gas and Mineral Lease dated May 1, 2003, by and between Patsy Nell Corn, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033182, in Volume 841, Page 369 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-002-05/Tract 031)

Oil, Gas and Mineral Lease dated August 18, 2003, by and between John J. Corn, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20035127, in Volume 851, Page 374 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX002-ROB-002-06/Tract 031)

Oil, Gas and Mineral Lease dated May 30, 2003, by and between Albert Vernon May, et ux, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033178, in Volume 841, Page 365 of the real property records of Robertson County, Texas, covering 97.84 acres of land, more or less.  
(TX002-ROB-003-00/Tract 021 and 022)

Doc 20064173 Bk OR Vol 954 Ps 738

Oil, Gas and Mineral Lease dated May 1, 2003, by and between Wade Neyland, et ux, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033179, in Volume 841, Page 366 of the real property records of Robertson County, Texas, covering 169.18 acres of land, more or less.  
(TX002-ROB-004-00/Tract 027)

Oil, Gas and Mineral Lease dated September 16, 2003, by and between Union Pacific Railroad Company, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20034295, in Volume 847, Page 163, of the real property records of Robertson County, Texas, covering 129.70 acres of land, more or less.  
(TX002-ROB-006-00/Tract 035)

Oil, Gas and Mineral Lease dated June 10, 2003, by and between Joseph Rex Vickers, et ux, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033308, in Volume 842, Page 93 of the real property records of Robertson County, Texas, covering 43.50 acres of land, more or less.  
(TX002-ROB-008-01/Tract 020)

Oil, Gas and Mineral Lease dated October 25, 2001, by and between G. H. Ingram, Jr., as Lessor, and American Energy Partners, Inc., as Lessee, recorded as Clerk's File No. 20024261, in Volume 818, Page 174, of the real property records of Robertson County, Texas, covering 220.38 acres of land, more or less; and

Ratification of Lease dated October 25, 2001, by and between G. H. Ingram, Jr., as Lessor, and American Energy Partners, Inc., as Lessee, as signed by Michael Scarborough, et al, recorded as File No. 20043240, in Volume 871, Page 665, of the real property records of Robertson County, Texas, covering 43.50 acres out of 220.38 acres of land, more or less.  
(TX002-ROB-009-00/Tract 019)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between Patsy Nell Tullous Coru, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043222, in Volume 871, Page 635 of the real property records of Robertson County, Texas, covering 120.953 acres of land, more or less.  
(TX002-ROB-010-00/Tract 043)

Oil, Gas and Mineral Lease dated June 11, 2004, by and between Mary Lou Mitchell, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043237, in Volume 871, Page 660 of the real property records of Robertson County, Texas, covering 78.25 acres of land, more or less.  
(TX002-ROB-011-00/Tract 042)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between Cynthia Ann Sanders, et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043239, in Volume 871, Page 663 of the real property records of Robertson County, Texas, covering 1.00 acre of land, more or less.  
(TX002-ROB-012-00/Tract 051)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between Larry E. Sanders, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043238 in Volume 871, Page 661 of the real property records of Robertson County, Texas, covering 47.549 acres of land, more or less.

(TX002-ROB-013-00/Tract 049)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between Ferman Louis Tullous, Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043248, in Volume 871, Page 674 of the real property records of Robertson County, Texas, covering 115.953 acres of land, more or less.

(TX002-ROB-014-00/Tract 044)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between Pebble Yvonne Tullous Varvel, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043249, in Volume 871, Page 676 of the real property records of Robertson County, Texas, covering 113.953 acres of land, more or less.

(TX002-ROB-015-00/Tract 045)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Doug Dooley, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043561, in Volume 873, Page 530 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.

(TX002-ROB-016-01/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Stanley McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043572, in Volume 873, Page 542 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.

(TX002-ROB-016-02/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between J. T. McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043883 in Volume 875, Page 254, of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.

(TX002-ROB-016-03/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Bernice McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043566, in Volume 873, Page 536, of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.

(TX002-ROB-016-04/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Frank McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043567, in Volume 873, Page 537 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.

(TX002-ROB-016-05/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Al McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043565, in Volume 873, Page 535 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.

(TX002-ROB-016-06/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Virginia McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043568, in Volume 873, Page 538 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-07/Tract 018)

Oil, Gas and Mineral Lease dated October 28, 2003, by and between G. H. Ingram, Jr., as Lessor, and American Energy Partners, Inc., as Lessee, recorded in Volume 818, Page 168, of the real property records of Robertson County, Texas; and

Ratification of Oil, Gas and Mineral Lease dated July 12, 2004, as signed by Bessie Mae Parker Penn, recorded as File No. 20043570, in Volume 873, Page 540, of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-08/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Christine Russell, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043569, in Volume 873, Page 539 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-09/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Murlean Carter, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043881, in Volume 875, Page 252 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-10/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Vesslin "Becky" Junek, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043882, in Volume 875, Page 253 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-11/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between William "Mack" McBride, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044009, in Volume 875, Page 707 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-12/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Sam Byrd, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044008, in Volume 875, Page 706 of the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-13/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Zane Dooley, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044156, in Volume 876, Page 475 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-14/Tract 018)

Doc 20064173 Bk OR Vol 954 Ps 741

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Marge Bomar, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044245, Volume 877, Page 28 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-15/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Ray McBride, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044545 Volume 878, Page 364 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-16/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Thelma Moore, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044547 Volume 878, Page 367 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-17/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between John Wiley Byrd, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045464 Volume 882, Page 799 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-18/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between James Morris, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045465 Volume 883, Page 1 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-19/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Vesta Harris, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050129 Volume 888, Page 3 the real property records of Robertson County, Texas, covering 174.69 acres of land, more or less.  
(TX002-ROB-016-20/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004 by and between Jim C. Lewis as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050770, in Volume 891, Page 203 of the real property records of Robertson County, Texas, covering 174.69 acres, more or less.  
(TX002-ROB-016-21/Tract 018)

Oil, Gas and Mineral Lease dated June 15, 2004 by and between Mitchell Ray McBride as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052131, in Volume 897, Page 532 of the real property records of Robertson County, Texas, covering 174.69 acres, more or less.  
(TX002-ROB-016-22/Tract 018)

Doc 20064173 Bk OR Vol 954 Ps 742

Oil, Gas and Mineral Lease dated June 10, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043227, in Volume 871, Page 644 of the real property records of Robertson County, Texas, covering 173.57 acres of land, more or less.  
(TX002-ROB-017-01/Tract 002)

Oil, Gas and Mineral Lease dated June 10, 2004, by and between Louise S. Corn, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043560, in Volume 873, Page 529 of the real property records of Robertson County, Texas, covering 173.57 acres of land, more or less.  
(TX002-ROB-017-02/Tract 002)

Oil, Gas and Mineral Lease dated April 9, 2004, by and between Ronald John Sharp, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043244, in Volume 871, Page 670 of the real property records of Robertson County, Texas, covering 54.77 acres of land, more or less.  
(TX002-ROB-018-01/Tract 010)

Oil, Gas and Mineral Lease dated May 11, 2004, by and between William Douglas Harris, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043563, in Volume 873, Page 533 of the real property records of Robertson County, Texas, covering 54.77 acres of land, more or less.  
(TX002-ROB-018-02/Tract 010)

Oil, Gas and Mineral Lease dated April 9, 2004, by and between Earnestine Sharp, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043242, in Volume 871, Page 668 of the real property records of Robertson County, Texas, covering 27.385 acres of land, more or less.  
(TX002-ROB-018-03/Tract 010)

Oil, Gas and Mineral Lease dated April 9, 2004, by and between Jane Ann Sharp, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043243, in Volume 871, Page 669 of the real property records of Robertson County, Texas, covering 27.385 acres of land, more or less.  
(TX002-ROB-018-04/Tract 010)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between Susan Corn, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045451, in Volume 882, Page 775 of the real property records of Robertson County, Texas, covering 2.00 acres of land, more or less.  
(TX002-ROB-019-00/Tract 050)

Oil, Gas and Mineral Lease dated November 17, 2004, by and between Mary E. Currie Winstead, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045915, in Volume 885, Page 161 of the real property records of Robertson County, Texas, covering 32.5730 acres of land, more or less.  
(TX002-ROB-020-00/Tract 047)

Doc 20064173 Bk OR Vol 954 Ps 743

Oil, Gas and Mineral Lease dated June 10, 2004, by and between G. H. Ingram, Jr., as Lessor, and Leor Energy L.P., as Lessee; as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043228, in Volume 871, Page 645, of the real property records of Robertson County, Texas, covering 1,005.948 acres of land, more or less; and

Ratification and Rental Division Order of Oil, Gas and Mineral Lease dated June 10, 2004, by and between G. H. Ingram, Jr., as Lessor, and Leor Energy L.P., as Lessee, as signed by G. H. Ingram, Jr.; Marie Nickelson; William Keith Nickelson; Sherron Nickelson Garrison; Lad Nickelson and wife, Rebecca Nickelson; Ranzell Nickelson, II; Nova N. Bedinger Hankins; Kathryn N. Brimball; Maggie Nickelson; John Vernon Stegall; Tina Brooke Stegall Ely; and Teresa Ann Stegall Martin recorded as Clerk's File No. 20043884, in Volume 875, Page 255, of the real property records of Robertson County, Texas, covering 1,005.948 acres of land, more or less.  
(TX002-ROB-021-01/Tract 006)

Oil, Gas and Mineral Lease dated May 19, 2004, by and between Carol Harris Dornak and husband Ronald Eugene Dornak, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043562, in Volume 873, Page 531 of the real property records of Robertson County, Texas, covering 40.146 acres of land, more or less.  
(TX002-ROB-022-01/Tract 008-B)

Oil, Gas and Mineral Lease dated May 11, 2004, by and between William Douglas Harris, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043564 in Volume 873, Page 534, of the real property records of Robertson County, Texas, covering 23.40 acres of land, more or less.  
(TX002-ROB-023-01/Tract 009)

Oil, Gas and Mineral Lease dated August 19, 2004, by and between Billy R. Vajdak, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050128 in Volume 888, Page 1, of the real property records of Robertson County, Texas, covering 23.40 acres of land, more or less.  
(TX002-ROB-023-02/Tract 009)

Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20040668 in Volume 857, Page 223; of the real property records of Robertson County, Texas, covering 3,262.418 acres of land, more or less; and Amended Memorandum of Oil and Gas Lease recorded as Clerk's \_\_\_\_\_.

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by Charles W. Brown, et ux, recorded as Clerk's File No. 20044256 in Volume 877, Page 54, of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less; and

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by MAPFCB13-NET, recorded as Clerk's File No. 20044252 in Volume 877, Page 37, of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less; and

Doc 20064173 OR Vol 954 Ps 744

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by Wolf 2000 Trust, recorded as Clerk's File No. 20044254 in Volume 877, Page 44, of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less; and

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by Union FCB Texas, Ltd., recorded as Clerk's File No. 20044255 in Volume 877, Page 49, of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less; and

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by Alexandra Chunn., recorded as Clerk's File No. 20044253 in Volume 877, Page 41, of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less; and

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by Century 2000 Royalty Partnership, recorded as Clerk's File No. 20044257 in Volume 877, Page 59, of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less; and

Ratification of Oil, Gas and Mineral Lease dated January 13, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as signed by the F. W. Bert Wheeler Trust, recorded as Clerk's File No. 20053507 in Volume 903, Page 791 of the real property records of Robertson County, Texas, covering various tracts out of 3,262.418 acres of land, more or less.  
(TX002-ROB-024-01/Tract 001-A through 001-P; 008-B; 009; 010 and 039)

Oil, Gas and Mineral Lease dated March 12, 2004, by and between James Melton Martin, Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20043574, Volume 873, Page 545 of the real property records of Robertson County, Texas, containing 610.45 acres of land, more or less.  
(TX002-ROB-024-02/Tract 039)

Oil, Gas and Mineral Lease dated February 9, 2004, by and between Kenneth C. Martin, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20040667, in Volume 857, Page 221 of the real property records of Robertson County, Texas, covering 610.45 acres of land, more or less.  
(TX002-ROB-024-03/Tract 039)

Oil, Gas and Mineral Lease dated March 12, 2004, by and between Cheryl Martin Redden, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20043573, Volume 873, Page 543 of the real property records of Robertson County, Texas.  
(TX002-ROB-024-04/Tract 039)

Oil, Gas and Mineral Lease dated January 03, 2005 by and between Florene Morrison Bartley as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050423, in Volume 889, Page 427 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-01/Tract 023)

Doc 20064173 BK OR Vol 954 Pg 745

Oil, Gas and Mineral Lease dated January 05, 2005 by and between David Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050427, in Volume 889, Page 431 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-02/Tract 023)

Oil, Gas and Mineral Lease dated January 05, 2005 by and between Frank K. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050428, in Volume 889, Page 432 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-03/Tract 023)

Oil, Gas and Mineral Lease dated January 05, 2005 by and between Michael G. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050429, in Volume 889, Page 433 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-04/Tract 023)

Oil, Gas and Mineral Lease dated January 05, 2005 by and between William F. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050430, in Volume 889, Page 434 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-05/Tract 023)

Oil, Gas and Mineral Lease dated January 08, 2005 by and between Brian Lee Snyder as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050431, in Volume 889, Page 435 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-06/Tract 023)

Oil, Gas and Mineral Lease dated January 13, 2005 by and between Anne Nagim as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050775, in Volume 891, Page 208 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-07/Tract 023)

Oil, Gas and Mineral Lease dated January 08, 2005 by and between David W. Snyder as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050778, in Volume 891, Page 211 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-08/Tract 023)

Oil, Gas and Mineral Lease dated January 14, 2005 by and between Vincent M. DeOrchis as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050672, in Volume 890, Page 607 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-09/Tract 023)

Doc 20064173 Bk OR Vol 954 Pg 746

Oil, Gas and Mineral Lease dated August 26, 2004 by and between Odis Archer Hoyt Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044411, in Volume 877, Page 551 of the real property records of Robertson County, Texas, covering 275.30 acres of land, more or less.  
(TX003-ROB-026-010/Tract 023)

Oil, Gas and Mineral Lease dated August 26, 2004 by and between Diane Hoyt Russell, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044407, in Volume 877, Page 546 of the real property records of Robertson County, Texas, covering 275.30 acres of land, more or less.  
(TX003-ROB-026-11/Tract 023)

Oil, Gas and Mineral Lease dated January 14, 2005, by and between Diane F. Vogth-Eriksen as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050875, in Volume 891, Page 605 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-12/Tract 023)

Oil, Gas and Mineral Lease dated January 29, 2005, by and between James E. Morrison Trust and the Betty L. Morrison Trust, Betty L. Morrison, Trustee as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050872, in Volume 891, Page 602 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-13/Tract 023)

Oil, Gas and Mineral Lease dated January 5, 2005, by and between Mary J. Johnson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050424, in Volume 889, Page 428 of the real property records of Robertson County, Texas, covering 275.30 acres, more or less.  
(TX002-ROB-026-14/Tract 023)

Oil, Gas and Mineral Lease dated January 14, 2005 by and between Vincent M. DeOrchis as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050647, in Volume 890, Page 609 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-01/Tract 052)

Oil, Gas and Mineral Lease dated January 18, 2005 by and between David Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050425, in Volume 889, Page 429 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-02/Tract 052)

Oil, Gas and Mineral Lease dated January 24, 2005 by and between Frank K. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050771, in Volume 891, Page 204 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-03)

Doc 20064173 Bk DR Vol 954 Pg 747

Oil, Gas and Mineral Lease dated January 13, 2005 by and between Anne Nagim as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050773, in Volume 891, Page 206 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-04/Tract 052)

Oil, Gas and Mineral Lease dated January 29, 2005 by and between David W. Snyder as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050776 in Volume 891, Page 209 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-05/Tract 052)

Oil, Gas and Mineral Lease dated January 24, 2005 by and between Mary J. Johnson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050670, in Volume 890, Page 605 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-06/Tract 052)

Oil, Gas and Mineral Lease dated January 14, 2005, by and between Diane F. Vogth-Eriksen as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050873, in Volume 891, Page 603 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-07/ Tract 052)

Oil, Gas and Mineral Lease dated January 29, 2005, by and between James E. Morrison Trust and the Betty L. Morrison Trust, Betty L. Morrison, Trustee as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050870, in Volume 891, Page 600 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-08/ Tract 052)

Oil, Gas and Mineral Lease dated January 29, 2005, by and between Brian Lee Snyder as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051065, in Volume 892, Page 448 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-09/ Tract 052)

Oil, Gas and Mineral Lease dated January 27, 2005, by and between Florene Morrison Bartley as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051063, in Volume 892, Page 446 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-10/Tract 052)

Oil, Gas and Mineral Lease dated January 26, 2005, by and between William F. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051204, in Volume 893, Page 153 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-11/Tract 052)

Doc 20064173 OR Bk Vol 954 Pg 748

Oil, Gas and Mineral Lease dated January 24, 2005, by and between Michael G. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050668, in Volume 890, Page 603 of the real property records of Robertson County, Texas, covering 85.00 acres, more or less.  
(TX002-ROB-027-12/Tract 052)

Oil, Gas and Mineral Lease dated January 13, 2005 by and between Anne Nagim as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050774, in Volume 891, Page 207 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-01/Tract 053)

Oil, Gas and Mineral Lease dated January 29, 2005 by and between David W. Snyder as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050777, in Volume 891, Page 210 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-02/Tract 053)

Oil, Gas and Mineral Lease dated January 14, 2005 by and between Vincent M. DeOrchis as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050673, in Volume 890, Page 608 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-03/Tract 053)

Oil, Gas and Mineral Lease dated January 24, 2005 by and between Mary J. Johnson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050671, in Volume 890, Page 606 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-04/Tract 053)

Oil, Gas and Mineral Lease dated January 24, 2005 by and between Frank K. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050772, in Volume 891, Page 205 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-05/Tract 053)

Oil, Gas and Mineral Lease dated January 24, 2005 by and between Michael G. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050669, in Volume 890, Page 604 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-06/Tract 053)

Oil, Gas and Mineral Lease dated January 18, 2005 by and between David Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050426, in Volume 889, Page 430 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-07/Tract 053)

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Oil, Gas and Mineral Lease dated January 14, 2005, by and between Diane F. Vogth-Eriksen as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050874, in Volume 891, Page 604 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-08/Tract 053)

Oil, Gas and Mineral Lease dated January 29, 2005, by and between James E. Morrison Trust, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050871, in Volume 891, Page 601 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-09/Tract 053)

Oil, Gas and Mineral Lease dated January 26, 2005, by and between William F. Morrison as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051203, in Volume 893, Page 152 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-10/Tract 053)

Oil, Gas and Mineral Lease dated January 27, 2005, by and between Florene M. Bartley as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051064, in Volume 892, Page 447 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-11/Tract 053)

Oil, Gas and Mineral Lease dated January 29, 2005, by and between Brian Lee Snyder as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051066, in Volume 892, Page 449 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-12/Tract 053)

Oil, Gas and Mineral Lease dated October 12, 2004 by and between Mary Ann Brunette, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045177, in Volume 881, Page 489 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-13/Tract 053)

Oil, Gas and Mineral Lease dated October 5, 2004 by and between Richard Leon Brunette, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045023, in Volume 880, Page 677 of the real property records of Robertson County, Texas, covering 149.20 acres, more or less.  
(TX002-ROB-028-14/Tract 053 and 053-A)

Oil, Gas and Mineral Lease dated February 05, 2005, by and between William C. Budwig et ux, Agnes R. Budwig as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050869, in Volume 891, Page 599 of the real property records of Robertson County, Texas, covering 70.7220 acres, more or less.  
(TX002-ROB-029-01/Tract 005)

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Oil, Gas and Mineral Lease dated May 3, 2004, by and between Union Pacific Railroad Company, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20042389, in Volume 866, Page 331 of the real property records of Robertson County, Texas, covering 42.934 acres, more or less.  
(TX002-ROB-035-00/Tract 034)

Oil, Gas and Mineral Lease dated May 11, 2005, by and between Phillip Hollis Flood, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20053302, Volume 902, Page 781 of the real property records of Robertson County, Texas, covering 18.52 acres of land, more or less.  
(TX002-ROB-031-01)

Oil, Gas and Mineral Lease dated May 11, 2005, by and between Florence Ann Byrd Heath, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20053303, Volume 902, Page 782 of the real property records of Robertson County, Texas, covering 18.52 acres of land, more or less.  
(TX002-ROB-032-01/Tract 052; 053; and 100)

Oil, Gas and Mineral Lease dated July 17, 2004, by and between David Brunette, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043578, in Volume 873, Page 551 of the real property records of Robertson County, Texas, covering 51.50 acres of land, more or less.  
(TX003-ROB-021-00/Tract 025)

Oil, Gas and Mineral Lease dated July 17, 2004, by and between the Charles Brunette and Emily Sue Brunette Revocable Living Trust, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043577, in Volume 873, Page 549 of the real property records of Robertson County, Texas, covering 158.30 acres of land, more or less.  
(TX003-ROB-023-02/Tract 024 and 026)

Oil, Gas and Mineral Lease dated July 12, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043584, in Volume 873, Page 560 of the real property records of Robertson County, Texas, covering 108.30 acres of land, more or less.  
(TX003-ROB-023-01/Tract 024)

Oil, Gas and Mineral Lease dated July 12, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043585, in Volume 873, Page 561 of the real property records of Robertson County, Texas, covering 70.27220 acres of land, more or less.  
(TX003-ROB-024-01/Tract 005)

Oil, Gas and Mineral Lease dated July 12, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043586, in Volume 873, Page 562 of the real property records of Robertson County, Texas, covering 36.38 acres of land, more or less.  
(TX003-ROB-025-01/Tract 004)

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Oil, Gas and Mineral Lease dated August 4, 2004, by and between Jack Fitzwater, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043890, in Volume 875, Page 265 of the real property records of Robertson County, Texas, covering 36.38 acres of land, more or less.  
(TX003-ROB-025-02/Tract 004)

Oil, Gas and Mineral Lease dated July 12, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043587, in Volume 873, Page 563 of the real property records of Robertson County, Texas, covering 223.50 acres of land, more or less.  
(TX003-ROB-026-01/Tract 007-A and 007-B)

Oil, Gas and Mineral Lease dated August 9, 2004 by and between Clarence E. Woerndel, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044010, in Volume 875, Page 708 of the real property records of Robertson County, Texas, covering 109.50 acres of land, more or less, insofar and only insofar, as the said Lease covers 92.50 acres of land, more or less.  
(TX003-ROB-040-01/Tract 007-B)  
See also Gap I Prospect

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Neida R. Cameron as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044535, in Volume 878, Page 350 of the real property records of Robertson County, Texas, covering 94.8440 acres of land, more or less  
(TX003-ROB-058-01/Tract 003 and 007-A)

Oil, Gas and Mineral Lease dated September 13, 2004, by and between Louise S. Corn., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044672, in Volume 879, Page 77 of the real property records of Robertson County, Texas, covering 100.00 acres of land, more or less.  
(TX003-ROB-066-01/Tract 004)

Oil, Gas and Mineral Lease dated August 31, 2004 by and between RHH-LTD NO 1, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044835 in Volume 879, Page 749 of the real property records of Robertson County, Texas, covering 1.5170 acres of land, more or less.  
(TX003-ROB-070-00/Tract 015)

Oil, Gas and Mineral Lease dated November 24, 2004, by and between Nancy A. Winstead et vir, Ernest N. Winstead, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050136, in Volume 888, Page 13 of the real property records of Robertson County, Texas, covering 32.573 acres, more or less.  
(TX003-ROB-091-00/Tract 046)

Oil, Gas and Mineral Lease dated November 24, 2004 by and between Robert E. Currie, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045999 in Volume 885, Page 477 of the real property records of Robertson County, Texas, covering 32.5730 acres of land, more or less.  
(TX003-ROB-104-00/Tract 048)

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Oil, Gas and Mineral Lease dated May 1, 2003, by and between Katie Sue Spillers, et vir, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20033180, in Volume 841, Page 367, of the real property records of Robertson County, Texas, covering 129.70 acres of land, more or less.  
(TX002-ROB-005-00/Tract 030)

Oil, Gas and Mineral Lease dated February 05, 2005, by and between William C. Budwig et ux, Agnes R. Budwig as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050869, in Volume 891, Page 599 of the real property records of Robertson County, Texas, covering 70.7220 acres, more or less.  
(TX002-ROB-029-01/Tract 005)

Oil and Gas Lease dated May 11, 2005, by and between Phillip Hollis Flood, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20053781, in Volume 905, Page 344 of the real property records of Robertson County, Texas, covering 18.668 acres, more or less.  
(Lease No. not assigned/Tract 013 and 014-B)

Oil, Gas and Mineral Lease dated September 15, 2004, by and between MACRU, L.L.C., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20045792, Volume 884, Page 420, of the real property records of Robertson County, Texas, covering 15.00 acres of land, more or less.  
(Lease No. not assigned/Tract 014)

#### NAVASOTA RIVER PROSPECT - TX003

Oil, Gas and Mineral Lease dated January 18, 2005, by and between General Land Office of the State of Texas, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053159, in Volume 902, Page 311 of the real property records of Robertson County, Texas, covering 20.00 acres, more or less.  
(TX003-ROB-134-00/Tract 001)

Oil, Gas and Mineral Lease dated January 18, 2005, by and between General Land Office of the State of Texas, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053160, in Volume 902, Page 317 of the real property records of Robertson County, Texas, covering 25.00 acres, more or less.  
(TX003-ROB-135-00/Tract 002)

#### MONROE RANCH PROSPECT - TX004

Oil, Gas and Mineral Lease dated June 04, 2004, by and between Louise S. Corn, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043888, in Volume 875, Page 263 of the real property records of Robertson County, Texas, covering 101.00 acres of land, more or less.  
(TX003-ROB-038-00/Tract 002)

Oil, Gas and Mineral Lease dated January 23, 2004, by and between Mackie Lee McCullough, et al, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20042391, in Volume 866, Page 335 of the real property records of Robertson County, Texas, covering 482.546 acres, more or less.  
(Lease No. not assigned/Tract 003)

Doc 20064173 OR Vol 954 Ps 753

GAP AREA I - TX005

Oil, Gas and Mineral Lease dated January 14, 2005, by and between Mannan A. Murdock as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050675, in Volume 890, Page 610 of the real property records of Robertson County, Texas, covering 23.702 acres, more or less.  
(TX002-ROB-025-00/Tract 071)

Oil, Gas and Mineral Lease dated April 2, 2004, by and between Bertie Dieckman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043224, in Volume 871, Page 639, of the real property records of Robertson County, Texas, covering 109.30 acres of land, more or less.  
(TX003-ROB-001-01/Tract 086)

Oil, Gas and Mineral Lease dated June 30, 2004, by and between Gaylon Shenkir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043245, in Volume 871, Page 671 of the real property records of Robertson County, Texas, covering 109.30 acres of land, more or less.  
(TX003-ROB-001-02/Tract 086)

Oil, Gas and Mineral Lease dated March 31, 2004, by and between Billie Jo Sweatt, et al, as Lessors, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043247, in Volume 871, Page 673, of the real property records of Robertson County, Texas, covering 87.545 acres of land, more or less.  
(TX003-ROB-002-00/Tract 037)

Oil, Gas and Mineral Lease dated April 12, 2004, by and between George D. Russell, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043592 in Volume 873, Page 568, of the real property records of Robertson County, Texas, covering 53.30 acres of land, more or less.  
(TX003-ROB-004-00/Tract 076)

Oil, Gas and Mineral Lease dated April 12, 2004, by and between George D. Russell, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043594 in Volume 873, Page 572, of the real property records of Robertson County, Texas, covering 108.50 acres of land, more or less.  
(TX003-ROB-005-00/Tract 075)

Oil, Gas and Mineral Lease dated April 14, 2004, by and between Jesse G. Martin, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043232, in Volume 871, Page 651 of the real property records of Robertson County, Texas, covering 50.15 acres of land, more or less.  
(TX003-ROB-006-01/Tract 005)

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Elizabeth R. Clingman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044399, in Volume 877, Page 535 of the real property records of Robertson County, Texas, covering 50.15 acres of land, more or less.  
(TX003-ROB-006-02/Tract 005)

Doc 20064173 Bk OR Vol 954 Pg 754

Oil, Gas and Mineral Lease dated January 3, 2005 by and between Margie Gossett, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052124, in Volume 897, Page 524 of the real property records of Robertson County, Texas, covering 50.15 acres of land, more or less.  
(TX003-ROB-006-03/Tract 005)

Oil, Gas and Mineral Lease dated April 14, 2004, by and between Jesse G. Martin, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043894 in Volume 875, Page 270, of the real property records of Robertson County, Texas, covering 50.15 acres of land, more or less.  
(TX003-ROB-007-01/Tract 008)

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Elizabeth R. Clingman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044398, in Volume 877, Page 534 of the real property records of Robertson County, Texas, covering 50.15 acres of land, more or less.  
(TX003-ROB-007-02/Tract 008)

Oil, Gas and Mineral Lease dated January 03, 2005, by and between Revia E. Gossett as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050877, in Volume 891, Page 607 of the real property records of Robertson County, Texas, covering 50.15 acres, more or less.  
(TX003-ROB-007-03/Tract 008)

Oil, Gas and Mineral Lease dated April 15, 2004, by and between Keaneth D. Mayfield, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043234, in Volume 871, Page 653 of the real property records of Robertson County, Texas, covering 63.56 acres of land, more or less.  
(TX003-ROB-008-00/Tract 044)

Oil, Gas and Mineral Lease dated April 12, 2004, by and between George D. Russell, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043593 in Volume 873, Page 570, of the real property records of Robertson County, Texas, covering 74.90 acres of land, more or less.  
(TX003-ROB-009-00/Tract 077)

Oil, Gas and Mineral Lease dated May 5, 2004, by and between Eleanor Ann Self, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043241, in Volume 871, Page 666 of the real property records of Robertson County, Texas, covering 76.00 acres of land, more or less.  
(TX003-ROB-011-01/Tract 041)

Oil, Gas and Mineral Lease dated March 17, 2004, by and between Margaret Jean Paidousis, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043589, in Volume 873, Page 565, of the real property records of Robertson County, Texas, covering 133.67 acres of land, more or less.  
(TX003-ROB-012-01/Tract 018-A and 019)

Doc 20064173 OR Bk Vol 954 Pg 755

Oil, Gas and Mineral Lease dated June 22, 2004, by and between Carl L. McManners, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043236, in Volume 871, Page 659, of the real property records of Robertson County, Texas, covering 111.00 acres of land, more or less.  
(TX003-ROB-013-00/Tract 004)

Oil, Gas and Mineral Lease dated May 17, 2004, by and between James E. Haire, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043225, in Volume 871, Page 640 of the real property records of Robertson County, Texas, covering 26.85 acres of land, more or less.  
(TX003-ROB-014-01/Tract 031-A and 031-B)

Oil, Gas and Mineral Lease dated May 17, 2004, by and between Helen Jean Haire Smith, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043595, in Volume 873, Page 574 of the real property records of Robertson County, Texas, covering 26.85 acres of land, more or less.  
(TX003-ROB-014-02/Tract 031-A and 031-B)

Oil, Gas and Mineral Lease dated March 30, 2004, by and between Cecil K. Simmons, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043246, in Volume 871, Page 672 of the real property records of Robertson County, Texas, covering 59.70 acres of land, more or less.  
(TX003-ROB-016-00/Tract 034)

Oil, Gas and Mineral Lease dated March 18, 2004, by and between The Oma Louella Johnson Trust, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043229, in Volume 871, Page 646 of the real property records of Robertson County, Texas, covering 50.00 acres of land, more or less.  
(TX003-ROB-017-01/Tract 032)

Oil, Gas and Mineral Lease dated July 27, 2004, by and between Kenneth Lee DeZavala, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043891, in Volume 875, Page 266, of the real property records of Robertson County, Texas, covering 315.414 acres of land, more or less.  
(TX003-ROB-019-01/Tract 001)

Oil, Gas and Mineral Lease dated July 27, 2004, by and between Lynni Dezavala Waller, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043895, in Volume 875, Page 272, of the real property records of Robertson County, Texas, covering 315.414 acres of land, more or less.  
(TX003-ROB-019-02/Tract 001)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Velma Adlof, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043575, in Volume 873, Page 547 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Survey, A-32.  
(TX003-ROB-020-01/Tract 003)

Doc 20064173 Bk OR Vol 754 Pg 756

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Martha Powell, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043591, in Volume 873, Page 567 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-02/Tract 003)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Virgil E. Barnes II, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043576, in Volume 873, Page 548 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-03/Tract 003)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Vicki Lewman Lake, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043893, in Volume 875, Page 269 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-04/Tract 003)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Larry Lewman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043893 in Volume 875, Page 269 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-05/Tract 003)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Claude Tindel Jr. ex ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044408 in Volume 877, Page 547 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-06/Tract 003)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Louise Barnes, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044536 in Volume 878, Page 351 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-07/Tract 003)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Elizabeth Barnes Thompson, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044831 in Volume 879, Page 740 of the real property records of Robertson County, Texas, covering 160.624 acres of land, more or less.  
(TX003-ROB-020-08/Tract 003)

Oil, Gas and Mineral Lease dated April 14, 2004, by and between Jimmy L. Cockrell et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043579, in Volume 873, Page 552 of the real property records of Robertson County, Texas, covering 76.17 acres of land, more or less.  
(TX003-ROB-022-01/Tract 026)

Doc 20064173 Bk OR Vol 954 Pa 757

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Elizabeth R. Clingman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044409 in Volume 877, Page 548 of the real property records of Robertson County, Texas, covering 76.17 acres of land, more or less.  
(TX003-ROB-022-02/Tract 026)

Oil, Gas and Mineral Lease dated June 22, 2004, by and between Evelyn Mullins, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043588, in Volume 873, Page 564 of the real property records of Robertson County, Texas, covering 54.87 acres of land, more or less.  
(TX003-ROB-027-01/Tract 012)

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Elizabeth R. Clingman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044400 in Volume 877, Page 536 of the real property records of Robertson County, Texas, covering 54.87 acres of land, more or less.  
(TX003-ROB-027-02/Tract 012)

Oil, Gas and Mineral Lease dated June 14, 2004, by and between James Danny Tarvet Sr., et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043596, in Volume 873, Page 575 of the real property records of Robertson County, Texas, covering 29.61 acres of land, more or less.  
(TX003-ROB-028-01/Tract 017)

Oil, Gas and Mineral Lease dated June 22, 2004, by and between L. B. Wilson, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043597, in Volume 873, Page 577 of the real property records of Robertson County, Texas, covering 30.00 acres of land, more or less.  
(TX003-ROB-029-01-A/Tract 042)

Oil, Gas and Mineral Lease dated December 8, 2004, by and between Wanda Bishop, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046134, in Volume 886, Page 254 of the real property records of Robertson County, Texas, covering 30.00 acres of land, more or less.  
(TX003-ROB-029-01-B/Tract 042)

Oil, Gas and Mineral Lease dated July 21, 2004, by and between Elizabeth R. Clingman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044396, in Volume 877, Page 532 of the real property records of Robertson County, Texas, covering 30.00 acres of land, more or less.  
(TX003-ROB-029-02/Tract 042)

Oil, Gas and Mineral Lease dated July 12, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043582, in Volume 873, Page 558 of the real property records of Robertson County, Texas, covering 96.00 acres of land, more or less.  
(TX003-ROB-030-01/Tract 002)

Doc 20064173 Bk DR Vol 954 Pg 758

Oil, Gas and Mineral Lease dated August 17, 2004, by and between Louise S. Corn as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044155, in Volume 876, Page 474 of the real property records of Robertson County, Texas, covering 96.00 acres of land, more or less.  
(TX003-ROB-030-02/Tract 002)

Oil, Gas and Mineral Lease dated July 12, 2004, by and between G. H. Ingram Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043583, in Volume 873, Page 559 of the real property records of Robertson County, Texas, covering 104.00 acres of land, more or less.  
(TX003-ROB-031-01/Tract 085 and 087)

Oil, Gas and Mineral Lease dated August 17, 2004, by and between Inez Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044012, in Volume 875, Page 710 of the real property records of Robertson County, Texas, covering 208.25 acres of land, more or less.  
(TX003-ROB-034-00/Tract 024)

Oil, Gas and Mineral Lease dated June 16, 2004 by and between Ricky Carson, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044157, in Volume 876, Page 476 of the real property records of Robertson County, Texas, covering 20.00 acres of land, more or less.  
(TX003-ROB-044-00/Tract 030)

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Elizabeth R. Clingman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044397, in Volume 877, Page 533 of the real property records of Robertson County, Texas, covering 50.15 acres of land, more or less.  
(TX003-ROB-051-01/Tract 007)

Oil, Gas and Mineral Lease dated August 31, 2004 by and between Howard W. Hoegmeyer, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045027 in Volume 880, Page 683 of the real property records of Robertson County, Texas, covering 50.150 acres of land, more or less.  
(TX003-ROB-051-02/Tract 007)

Oil, Gas and Mineral Lease dated July 21, 2004, by and between Elizabeth R. Clingman, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044405, in Volume 877, Page 542 of the real property records of Robertson County, Texas, covering 202.83 acres, more or less.  
(TX003-ROB-052-01/Tract 025)

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Robert L. Dodds, Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044546 in Volume 878, Page 365 of the real property records of Robertson County, Texas, covering 202.83 acres of land, more or less.  
(TX003-ROB-052-02/Tract 025)

Doc 20064173 Bk OR Vol 954 Ps 759

Oil, Gas and Mineral Lease dated August 25, 2004 by and between James A. Hanna, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044406 in Volume 877, Page 544 of the real property records of Robertson County, Texas, covering 20.00 acres of land, more or less.  
(TX003-ROB-053-00/Tract 021)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Bill Scasta et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044402, in Volume 877, Page 538 of the real property records of Robertson County, Texas, covering 59.59 acres of land, more or less.  
(TX003-ROB-057-01/Tract 036)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Kelli S. Lewis, et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044539, in Volume 878, Page 354 of the real property records of Robertson County, Texas, covering 59.59 acres of land, more or less.  
(TX003-ROB-057-02/Tract 036)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Bruce Scasta et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044541, in Volume 878, Page 358 of the real property records of Robertson County, Texas, covering 59.59 acres of land, more or less.  
(TX003-ROB-057-03/Tract 036)

Oil, Gas and Mineral Lease dated July 21, 2004, by and between Robert L. Dodds, Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044543, in Volume 878, Page 361 of the real property records of Robertson County, Texas, covering 45.00 acres of land, more or less.  
(TX003-ROB-059-01/Tract 073)

Oil, Gas and Mineral Lease dated April 22, 2005 by and between Robert E. Hanna., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053501, in Volume 903, Page 785 of the real property records of Robertson County, Texas, covering 45.00 acres of land, more or less.  
(TX003-ROB-059-02/Tract 073)

Oil, Gas and Mineral Lease dated July 21, 2004, by and between Robert L. Dodds, Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044542, in Volume 878, Page 360 of the real property records of Robertson County, Texas, covering 375.91 acres of land, more or less.  
(TX003-ROB-061-00/Tract 040)

Oil, Gas and Mineral Lease dated August 25, 2004 by and between James A. Hanna, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044532 in Volume 878, Page 346 of the real property records of Robertson County, Texas, covering 36.00 acres of land, more or less.  
(TX003-ROB-063-01/Tract 015 and 020)

Doc 20064173 Bk OR Vol 954 Pg 760

Oil, Gas and Mineral Lease dated September 30, 2004 by and between Charles E. Schmeichel et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044832, in Volume 879, Page 741 of the real property records of Robertson County, Texas, covering 3.00 acres of land, more or less.  
(TX003-ROB-067-00/Tract 079)

Oil, Gas and Mineral Lease dated August 31, 2004 by and between Howard W. Hoegemeyer and Kenneth M. Robison, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044834 in Volume 879, Page 746 of the real property records of Robertson County, Texas, covering 206.80 acres of land, more or less.  
(TX003-ROB-075-01/Tract 009; 015; 018-A; and 020)

Oil, Gas and Mineral Lease dated October 11, 2004 by and between Joseph Kovach, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045026 in Volume 880, Page 681 of the real property records of Robertson County, Texas, covering 136.9340 acres of land, more or less.  
(TX003-ROB-078-01/Tract 083 and 085)

Oil, Gas and Mineral Lease dated September 3, 2004 by and between The Stokes Family trust, George B. Stokes and wife Norma Jean Stokes, Trustees, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045179 in Volume 881, Page 492 of the real property records of Robertson County, Texas, covering 23.463 acres of land, more or less.  
(TX003-ROB-080-00/Tract 043-B)

Oil, Gas and Mineral Lease dated September 3, 2004 by and between The Stokes Family trust, George B. Stokes and wife Norma Jean Stokes, Trustees, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045178 in Volume 881, Page 490 of the real property records of Robertson County, Texas, covering 115.030 acres of land, more or less.  
(TX003-ROB-081-00/Tract 043)

Oil, Gas and Mineral Lease dated October 27, 2004 by and between Rodney A. Ballard, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045449 in Volume 882, Page 772 of the real property records of Robertson County, Texas, covering 17.43 acres of land, more or less.  
(TX003-ROB-086-01/Tract 018-B)

Oil, Gas and Mineral Lease dated October 27, 2004 by and between Rodney A. Ballard, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045448 in Volume 882, Page 771 of the real property records of Robertson County, Texas, covering 131.67 acres of land, more or less.  
(TX003-ROB-087-01/Tract 018-A)

Oil, Gas and Mineral Lease dated November 29, 2004 by and between Bobby J. Small, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046139 in Volume 886, Page 259 of the real property records of Robertson County, Texas, covering 4.00 acres of land, more or less.  
(TX003-ROB-089-01/Tract 031-B)

Doc 20064173 Bk OR Vol 954 Pg 761

Oil, Gas and Mineral Lease dated September 17, 2004 by and between Clinton Lynn, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045791 in Volume 884, Page 419 of the real property records of Robertson County, Texas, covering 20.632 acres of land, more or less.  
(TX003-ROB-099-00/Tract 052)

Oil, Gas and Mineral Lease dated September 15, 2004 by and between Billy J. Atomanczyk, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045787 in Volume 884, Page 411 of the real property records of Robertson County, Texas, covering 48.67 acres of land, more or less.  
(TX003-ROB-100-00/Tract 028)

Oil, Gas and Mineral Lease dated September 15, 2004 by and between Billy J. Atomanczyk, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045788 in Volume 884, Page 414 of the real property records of Robertson County, Texas, covering 70.0330 acres of land, more or less.  
(TX003-ROB-101-01/Tract 027)

Oil, Gas and Mineral Lease dated December 8, 2004 by and between Wanda Bishop, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046136 in Volume 886, Page 256 of the real property records of Robertson County, Texas, covering 70.0330 acres of land, more or less.  
(TX003-ROB-101-02/Tract 027)

Oil, Gas and Mineral Lease dated December 06, 2004 by and between Mary Ellen Davis, et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046002 in Volume 885, Page 481 of the real property records of Robertson County, Texas, covering 47.00 acres of land, more or less.  
(TX003-ROB-105-00/Tract 072)

Oil, Gas and Mineral Lease date September 28, 2004 by and between Jerald Lee Theiss, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045032 in Volume 880, Page 689 of the real property records of Robertson County, Texas, covering 118.23 acres of land, more or less.  
(TX003-ROB-107-01/Tract 084)

Oil, Gas and Mineral Lease date October 20, 2004 by and between Shirley Ann Weidmann, et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045454 in Volume 882, Page 779 of the real property records of Robertson County, Texas, covering 118.23 acres of land, more or less.  
(TX003-ROB-107-02/Tract 084)

Oil, Gas and Mineral Lease dated December 06, 2004 by and between Mary Ellen Davis, Guardian of the Estate of Roy Lewis Medlin, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046001 in Volume 885, Page 480 of the real property records of Robertson County, Texas, covering 48.60 acres of land, more or less.  
(TX003-ROB-109-01/Tract 074)

Doc 20064173 Bk OR Vol 954 Pg 762

Oil, Gas and Mineral Lease dated December 14, 2004 by and between Joel Ray Davis, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050132 in Volume 888, Page 9 of the real property records of Robertson County, Texas, covering 48.60 acres of land, more or less.  
(TX003-ROB-109-02/Tract 074)

Oil, Gas and Mineral Lease dated December 14, 2004 by and between Steven Wayne Davis, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050133 in Volume 888, Page 10 of the real property records of Robertson County, Texas, covering 48.60 acres of land, more or less.  
(TX003-ROB-109-03/Tract 074)

Oil, Gas and Mineral Lease date November 22, 2004 by and between James W. Shoemaker and Regine M. Stanevich, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045914 in Volume 885, Page 160 of the real property records of Robertson County, Texas, covering 128.3080 acres of land, more or less.  
(TX003-ROB-110-01/Tract 038)

Oil, Gas and Mineral Lease dated November 29, 2004 by and between Gilbert J. Janik, and wife Geraldine M. Selden-Janik as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050137, in Volume 888, Page 15 of the real property records of Robertson County, Texas, covering 97.0983 acres, more or less.  
(TX003-ROB-116-01/Tract 080; 081; and 082)

Oil, Gas and Mineral Lease dated January 11, 2005, by and between Gladys Godley as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050876, in Volume 891, Page 606 of the real property records of Robertson County, Texas, covering 18.54 acres, more or less.  
(TX003-ROB-120-00/Tract 011)

Oil, Gas and Mineral Lease dated February 12, 2005, by and between Nancy Watson Harber as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051061, in Volume 892, Page 444 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-01/Tract 006)

Oil, Gas and Mineral Lease dated February 19, 2005, by and between Karen Marasco as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051521, in Volume 894, Page 524 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-02/Tract 006)

Oil, Gas and Mineral Lease dated February 19, 2005, by and between Charlene Watson Burtson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051520, in Volume 894, Page 523 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-03/Tract 006)

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Oil, Gas and Mineral Lease dated February 19, 2005, by and between Charlie Nichols Watson, Jr. as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051657, in Volume 895, Page 254 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-04/Tract 006)

Oil, Gas and Mineral Lease dated February 19, 2005, by and between Billy E. Watson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051523, in Volume 894, Page 526 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-05/Tract 006)

Oil, Gas and Mineral Lease dated February 19, 2005, by and between Patricia Watson Cook as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051524, in Volume 894, Page 527 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-06/Tract 006)

Oil, Gas and Mineral Lease dated February 12, 2005, by and between John M. Darden as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051202, in Volume 893, Page 151 of the real property records of Robertson County, Texas, covering 65.00 acres, more or less.  
(TX003-ROB-121-07/Tract 006)

Oil, Gas and Mineral Lease dated January 12, 2005, by and between Bobby Allen Green, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051655, in Volume 895, Page 250 of the real property records of Robertson County, Texas, covering 18.3870 acres, more or less.  
(TX003-ROB-125-01/Tract 010)

Oil, Gas and Mineral Lease dated January 11, 2005, by and between George Coy Hughes as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051201, in Volume 893, Page 150 of the real property records of Robertson County, Texas, covering 18.3870 acres, more or less.  
(TX003-ROB-125-02/Tract 010)

Oil, Gas and Mineral Lease dated January 25, 2005, by and between David L. Vincent, et ux, Deborah D. Vincent as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051200, in Volume 893, Page 147 of the real property records of Robertson County, Texas, covering 62.3610 acres, more or less.  
(TX003-ROB-127-01/Tract 080)

Oil, Gas and Mineral Lease dated April 20, 2005, by and between Betty G. Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052459, in Volume 899, Page 57 of the real property records of Robertson County, Texas, covering 62.361 acres, more or less.  
(TX003-ROB-127-02/Tract Unknown)

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Oil, Gas and Mineral Lease dated March 9, 2005, by and between Linda Walker, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052309, in Volume 898, Page 354 of the real property records of Robertson County, Texas, covering 18.54 acres, more or less.  
(TX003-ROB-130-01/Tract 009)

Oil, Gas and Mineral Lease dated March 9, 2005, by and between Frances Newsom, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052125, in Volume 897, Page 525 of the real property records of Robertson County, Texas, covering 18.54 acres, more or less.  
(TX003-ROB-130-02/Tract 009)

Oil, Gas and Mineral Lease dated March 9, 2005, by and between Peggy Micklewitz, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052127, in Volume 897, Page 527 of the real property records of Robertson County, Texas, covering 18.54 acres, more or less.  
(TX003-ROB-130-03/Tract 009)

Oil, Gas and Mineral Lease dated March 9, 2005, by and between Mary Goff, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052128, in Volume 897, Page 528 of the real property records of Robertson County, Texas, covering 18.54 acres, more or less.  
(TX003-ROB-130-04/Tract 009)

Oil, Gas and Mineral Lease dated March 9, 2005, by and between Lucille Manning, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052126, in Volume 897, Page 526 of the real property records of Robertson County, Texas, covering 18.54 acres, more or less.  
(TX003-ROB-130-05/Tract 009)

Oil, Gas and Mineral Lease dated December 8, 2004 by and between Wanda Bishop, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050131 in Volume 888, Page 6 of the real property records of Robertson County, Texas, covering 32.897 acres of land, more or less.  
(TX003-ROB-132-00/Tract 014)

Oil, Gas and Mineral Lease dated November 29, 2004, by and between Bobby Jack Small, et ux, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050140, in Volume 888, Page 20 of the real property records of Robertson County, Texas, covering 32.897 acres, more or less.  
(TX003-ROB-133-01/Tract 031-A)

Oil, Gas and Mineral Lease dated August 9, 2004 by and between Clarence B. Woerdel, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044010, in Volume 875, Page 708 of the real property records of Robertson County, Texas, covering 109.50 acres of land, more or less, insofar and only insofar, as the said Lease covers 17.00 acres of land, more or less.  
(TX003-ROB-040-01/Tract 013)  
See also Easterly Prospect - TX002

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Oil, Gas and Mineral Lease dated August 27, 2004 by and between Charlene Cazey Brunette, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044248, in Volume 877, Page 31 of the real property records of Robertson County, Texas, covering 73.00 acres of land, more or less.  
(TX003-ROB-047-01/Tract ?)

Oil, Gas and Mineral Lease date December 20, 2004 by and between Douglas G. Hall, et ux, Individually and as Trustees of the Family Trust of Douglas G. Hall and Edna A. Hall, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050134 in Volume 888, Page 11 of the real property records of Robertson County, Texas, covering 59.59 acres of land, more or less.  
(TX003-ROB-113-00/Tract ?)

Oil, Gas and Mineral Lease dated August 26, 2004, by and between Troy H. Cloud, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044401, Volume 877, Page 53 of the real property records of Robertson County, Texas, covering 34.00 acres of land, more or less.  
(TX003-ROB-003-00/Tract 029)

Oil, Gas and Mineral Lease dated April 22, 2005 by and between Robert E. Hanna., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20053501, in Volume 903, Page 785 of the real property records of Robertson County, Texas, covering 45.00 acres of land, more or less.  
(TX003-ROB-059-02/Tract 073)

#### GAP AREA II - TX006

Oil, Gas and Mineral Lease dated July 1, 2004, by and between David Pate, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043590, in Volume 873, Page 566, of the real property records of Robertson County, Texas, covering 862.14 acres of land, more or less, insofar and only insofar, as to 118.504 acres, being Tract 31 of the Gap Area II Prospect.  
(TX003-ROB-010-00/Tract 031)  
[See (Gap) McLean Prospect for remaining acreage under this lease.]

Oil, Gas and Mineral Lease dated July 27, 2004 by and between Stacey A. Cude, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043889, in Volume 875, Page 264 of the real property records of Robertson County, Texas, covering 78.17 acres of land, more or less.  
(TX003-ROB-041-01/Tract 014-A)

Oil, Gas and Mineral Lease dated August 3, 2004 by and between Barbara T. Brown, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043887, in Volume 875, Page 262 of the real property records of Robertson County, Texas, covering 184.175 acres of land, more or less.  
(TX003-ROB-043-01/Tract 014-A; 014-B and 015)

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Oil, Gas and Mineral Lease dated June 16, 2004 by and between Jerry Steele Fagan, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044158, in Volume 876, Page 477 of the real property records of Robertson County, Texas, covering 196.00 acres of land, more or less.  
(TX003-ROB-045-00/012)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Charlene Cazez Brunette, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044247, in Volume 877, Page 30 of the real property records of Robertson County, Texas, covering 67.15 acres of land, more or less.  
(TX003-ROB-048-00/Tract 032)

Oil, Gas and Mineral Lease dated July 6, 2004 by and between Richard R. Gaas, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044410 in Volume 877, Page 549 of the real property records of Robertson County, Texas; and (Tract 013-A and 013-B).

Ratification of Oil, Gas and Mineral Lease dated April 15, 2005, by and between Louis L. Haltom, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20052457, In Volume 899, Page 54 of the real property records of Robertson County, Texas; and (Tract 013-A).

Ratification of Oil, Gas and Mineral Lease dated April 7, 2005, by and between Jean Dunn, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20052129, in Volume 897, Page 529 of the real property records of Robertson County, Texas; and (Tract 013-A).

Ratification of Oil, Gas and Mineral Lease dated April 7, 2005, by and between Marjorie Meehan, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20052310, In Volume 898, Page 355 of the real property records of Robertson County, Texas; and (Tract 013-A).

Ratification of Oil, Gas and Mineral Lease dated April 7, 2005, by and between Rose Alice Chambers, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20052456, In Volume 899, Page 53 of the real property records of Robertson County, Texas, covering 185.72 acres of land, more or less.  
(Tract 013-A)

Ratification of Oil, Gas and Mineral Lease dated April 7, 2005, by and between Ronald H. Williams, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20053509, In Volume 902, Page 75 of the real property records of Robertson County, Texas, covering 185.72 acres of land, more or less.  
(Tract 013-A)

Ratification of Oil, Gas and Mineral Lease dated May 12, 2005, by and between Betty Dunaway, as Lessor, and Leor Energy L.P., as Lessee, recorded as Clerk's File No. 20053508, In Volume 903, Page 794 of the real property records of Robertson County, Texas, covering 185.72 acres of land, more or less.  
(Tract 013-A)  
(TX003-ROB-054-01/Tract 013-A and 013-B)

Oil, Gas and Mineral Lease dated July 6, 2004 by and between Joseph R. Vickers, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044412 in Volume 877, Page 552 of the real property records of Robertson County, Texas, covering 121.00 acres of land, more or less.  
(TX003-ROB-054-02/Tract 013-B)

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Oil, Gas and Mineral Lease dated September 22, 2004 by and between Ewell Eugene Meadors et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044790, in Volume 879, Page 561 of the real property records of Robertson County, Texas, covering 93.8410 acres of land, more or less.  
(TX003-ROB-068-00/Tract 018)

Oil, Gas and Mineral Lease dated September 24, 2004 by and between Sandra Lynn Kaemlein, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044785, in Volume 879, Page 555 of the real property records of Robertson County, Texas, covering 73.085 acres of land, more or less.  
(TX003-ROB-069-00/Tract 036)

Oil, Gas and Mineral Lease dated September 24, 2004 by and between Clinton Lynn et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044786, in Volume 879, Page 556 of the real property records of Robertson County, Texas, covering 37.71 acres of land, more or less.  
(TX003-ROB-072-00/Tract 034)

Oil, Gas and Mineral Lease dated September 24, 2004 by and between Clinton Lynn et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044789, in Volume 879, Page 559 of the real property records of Robertson County, Texas, covering 63.0190 acres of land, more or less.  
(TX003-ROB-074-00/Tract 035)

Oil, Gas and Mineral Lease dated September 28, 2004 by and between J. H. Meadors, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045026 in Volume 880, Page 681 of the real property records of Robertson County, Texas, covering 128.66 acres of land, more or less.  
(TX003-ROB-077-01/Tract 027)

Oil, Gas and Mineral Lease dated September 28, 2004 by and between Betty G. Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045022 in Volume 880, Page 676 of the real property records of Robertson County, Texas, covering 78.58 acres of land, more or less.  
(TX003-ROB-079-00/Tract 023-A)

Oil, Gas and Mineral Lease dated October 01, 2004 by and between Camp Creek Cemetary Association, c/o Barbara F. Schmeichel, Treasurer, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045024 in Volume 880, Page 678 of the real property records of Robertson County, Texas, covering 10.00 acres of land, more or less.  
(TX003-ROB-082-00/Tract 028)

Oil, Gas and Mineral Lease dated October 06, 2004 by and between Douglas D. Redden, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045029 in Volume 880, Page 686 of the real property records of Robertson County, Texas, covering 100.00 acres of land, more or less.  
(TX003-ROB-083-01/Tract 015)

Doc 20064173 Bk OR Vol 954 Pg 768

Oil, Gas and Mineral Lease dated October 18, 2004 by and between Esther Lee Goodman, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045174 in Volume 881, Page 486 of the real property records of Robertson County, Texas, covering 87.24 acres of land, more or less.  
(TX003-ROB-084-01/Tract 029)

Oil, Gas and Mineral Lease dated October 26, 2004 by and between R. L. Brantner, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045450 in Volume 882, Page 773 of the real property records of Robertson County, Texas, covering 15.00 acres of land, more or less.  
(TX003-ROB-088-01/Tract 021)

Oil, Gas and Mineral Lease dated October 13, 2004 by and between Virgie Meadors, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045453 in Volume 882, Page 777 of the real property records of Robertson County, Texas, covering 71.9870 acres of land, more or less.  
(TX003-ROB-090-01/Tract 021; 033-A, B, C)

Oil, Gas and Mineral Lease dated October 26, 2004 by and between James C. Woodson Jr., et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045707 in Volume 884, Page 116 of the real property records of Robertson County, Texas, covering 52.436 acres of land, more or less.  
(TX003-ROB-090-02/Tract 033-A)

Oil, Gas and Mineral Lease dated October 06, 2004 by and between John D. Redden, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045030 in Volume 880, Page 687 of the real property records of Robertson County, Texas, covering 6.00 acres of land, more or less.  
(TX003-ROB-092-00/Tract 016)

Oil, Gas and Mineral Lease dated October 15, 2004 by and between Kelli Degelia, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045452 in Volume 882, Page 776 of the real property records of Robertson County, Texas, covering 52.80 acres of land, more or less.  
(TX003-ROB-093-00/Tract 019)

Oil, Gas and Mineral Lease dated November 01, 2004 by and between John C. Meadors, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045709 in Volume 884, Page 119 of the real property records of Robertson County, Texas, covering 1.00 acres of land, more or less.  
(TX003-ROB-095-00/Tract 020)

Oil, Gas and Mineral Lease dated November 15, 2004 by and between Lara Barnett Boyett, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045789 in Volume 884, Page 417 of the real property records of Robertson County, Texas, covering 5.00 acres of land, more or less.  
(TX003-ROB-097-01/Tract 037)

Doc 20064173 OR Ek Vol 954 P# 769

Oil, Gas and Mineral Lease dated September 28, 2004, by and between D. Lewis Simpson, and wife Betty Ainsworth Simpson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045031, in Volume 880, Page 688 of the real property records of Robertson County, Texas, covering 78.58 acres, more or less.  
(TX003-ROB-118-00/Tract 023-B)

Oil, Gas and Mineral Lease dated January 27, 2005, by and between Michael Martin, and Sherry Martin as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051062, in Volume 892, Page 445 of the real property records of Robertson County, Texas, covering 109.9130 acres, more or less.  
(TX003-ROB-126-01/Tract 005)

Oil, Gas and Mineral Lease dated March 8, 2005, by and between Kenneth James Hoppe as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053503, in Volume 903, Page 787 of the real property records of Robertson County, Texas, covering 109.9130 acres, more or less.  
(TX003-ROB-126-02/Tract 005)

Oil, Gas and Mineral Lease dated March 8, 2005, by and between Kenneth James Hoppe, as Trustee for Lori Rene Henry as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053505, in Volume 903, Page 789 of the real property records of Robertson County, Texas, covering 109.9130 acres, more or less.  
(TX003-ROB-126-03/Tract 005)

Oil, Gas and Mineral Lease dated March 8, 2005, by and between Kenneth James Hoppe, as Trustee for Nicole Marie Hoppe as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053504, in Volume 903, Page 788 of the real property records of Robertson County, Texas, covering 109.9130 acres, more or less.  
(TX003-ROB-126-04/Tract 005)

Oil, Gas and Mineral Lease dated March 8, 2005, by and between Brenda Ann Oehlert as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053506, in Volume 903, Page 790 of the real property records of Robertson County, Texas, covering 109.9130 acres, more or less.  
(TX003-ROB-126-05/Tract 005)

Oil, Gas and Mineral Lease dated March 8, 2005, by and between Kenneth James Hoppe, as Trustee for Nathan Pawelek Hoppe as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053502, in Volume 903, Page 786 of the real property records of Robertson County, Texas, covering 109.9130 acres, more or less.  
(TX003-ROB-126-06/Tract 005)

Oil, Gas and Mineral Lease dated February 07, 2005, by and between David L. Vincent, and wife Deborah D. Vincent as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051067, in Volume 892, Page 450 of the real property records of Robertson County, Texas, covering 31.8387 acres, more or less.  
(TX003-ROB-128-01/Tract 009)

Doc 20064173 Ek OR Vol 954 Pg 770

Oil, Gas and Mineral Lease dated February 18, 2005, by and between Keith C. Kamas et ux, Mary S. Kamas as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051656, in Volume 895, Page 251 of the real property records of Robertson County, Texas, covering 76.95 acres, more or less.  
(TX003-ROB-129-00/Tract 008)

Oil, Gas and Mineral Lease dated February 2, 2005, by and between Barbara Jeanette Bates, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051519, in Volume 894, Page 522 of the real property records of Robertson County, Texas, covering 100.80 acres, more or less.  
(TX003-ROB-131-00/Tract 004)

Oil, Gas and Mineral Lease dated June 1, 2005, by and between Mannan A. Murdock, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053931, in Volume 906, Page 88 of the real property records of Robertson County, Texas, covering 29.6523 acres, more or less.  
(TX003-ROB-136-00-A/Tract 009)

Oil, Gas and Mineral Lease dated June 1, 2005, by and between Augusta Moore et ux, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053930, in Volume 906, Page 37 of the real property records of Robertson County, Texas, covering 29.6523 acres, more or less.  
(TX003-ROB-136-00-B/Tract 009)

Oil, Gas and Mineral Lease dated June 16, 2004 by and between Jerry Steele Fagan, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044158, in Volume 876, Page 477 of the real property records of Robertson County, Texas, covering 20.00 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Survey, A-32.  
(TX003-ROB-045-00/Tract 012)

Oil, Gas and Mineral Lease dated April 21, 2005, by and between Mannan A. Murdock, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20053162, Volume 902, Page 324, of the real property records of Robertson County, Texas, covering 18.10 acres of land, more or less.  
(TX002-ROB-005-00-A/Tract 010)

Oil, Gas and Mineral Lease dated April 21, 2005, by and between Mary S. Rabe, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease, recorded as Clerk's File No. 20053161, Volume 902, Page 323, of the real property records of Robertson County, Texas, covering 18.10 acres of land, more or less.  
(TX002-ROB-005-00-B/Tract 10)

Oil, Gas and Mineral Lease dated July 7, 2005, by and between Mannan A. Murdock, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20054904, in Volume 911, Page 503 of the real property records of Robertson County, Texas, covering 15.60 acres, more or less.  
(Lease No. not assigned/Tract 011)(A Lease)

Doc 20064173 Bk DR Vol 954 Pg 771

Oil, Gas and Mineral Lease dated July 7, 2005, by and between Thomas E. Lawson, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20054905, in Volume 911, Page 504 of the real property records of Robertson County, Texas, covering 15.60 acres, more or less.  
(Lease No. not assigned/Tract 011)(B Lease)

Oil, Gas and Mineral Lease dated September 15, 2004, by and between Richard A. Barnett, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044669, in Volume 879, Page 73 of the real property records of Robertson County, Texas, covering 271.52 acres of land, more or less.  
(No Lease No. Assigned/Tract 025) (Top Lease)

Oil, Gas and Mineral Lease dated September 8, 2004, by and between Gary Alton Meadors, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044540, in Volume 878, Page 356 of the real property records of Robertson County, Texas, covering 131.65 acres of land, more or less.  
(No Lease No. Assigned/Tract 026)

(GAP) MCLEAN PROSPECT - TX007

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Gerald Don Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044244, in Volume 877, Page 27 of the real property records of Robertson County, Texas, covering 67.15 acres of land, more or less.  
(TX003-ROB-046-00/Tract 005)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Charlene Cazey Brunette, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044249, in Volume 877, Page 32 of the real property records of Robertson County, Texas, covering 247.9845 acres of land, more or less.  
(TX003-ROB-049-00/Tract 006)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Gerald Don Ainsworth as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044395, in Volume 877, Page 530 of the real property records of Robertson County, Texas, covering 67.4040 acres of land, more or less.  
(TX003-ROB-050-00/Tract 010)

Oil, Gas and Mineral Lease dated September 01, 2004 by and between Karen Lopez, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044404, in Volume 877, Page 541 of the real property records of Robertson County, Texas, covering 1.00 acres of land, more or less.  
(TX003-ROB-055-00/Tract 017)

Oil, Gas and Mineral Lease dated September 9, 2004 by and between Ricky L. Green, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044537, in Volume 878, Page 352 of the real property records of Robertson County, Texas, covering 1.00 acres of land, more or less.  
(TX003-ROB-062-00/Tract 011)

Doc 20064173 OR bk 954 Pg 772

Oil, Gas and Mineral Lease dated September 9, 2004 by and between Teresa Brunette Kyle, et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044538, in Volume 878, Page 353 of the real property records of Robertson County, Texas, covering 1.00 acres of land, more or less.  
(TX003-ROB-064-00/Tract 016)

Oil, Gas and Mineral Lease dated August 27, 2004 by and between Betty Ann Cazey aka Betty Cazey Balli, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044670, in Volume 879, Page 74 of the real property records of Robertson County, Texas, covering 70.474 acres of land, more or less.  
(TX003-ROB-065-00/Tract 004)

Oil, Gas and Mineral Lease dated November 01, 2004 by and between George E. Rickman, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20045708 in Volume 884, Page 118 of the real property records of Robertson County, Texas, covering 7.48 acres of land, more or less.  
(TX003-ROB-096-01/Tract 015)

Oil, Gas and Mineral Lease dated January 17, 2005, by and between E.F. Laxson and wife Margaret Jane Laxson as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050422, in Volume 889, Page 425 of the real property records of Robertson County, Texas, covering 139.80 acres, more or less.  
(TX003-ROB-115-00/Tract 003)

Oil, Gas and Mineral Lease dated January 24, 2005, by and between Helen Ruth Pugh Living Trust, C. Kyle Pugh, Trustee as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050879, in Volume 891, Page 610 of the real property records of Robertson County, Texas, covering 11.89 acres, more or less.  
(TX003-ROB-122-00/Tract 009)

Oil, Gas and Mineral Lease dated July 1, 2004, by and between David Patc, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20043590, in Volume 873, Page 566, of the real property records of Robertson County, Texas, covering 862.14 acres of land, more or less, insofar and only insofar as to 743.646 acres, being Tract 2 of the (Gap) McLean Prospect.  
(TX003-ROB-010-00/Tract 002)

[See Gap II Prospect for remaining acreage under this lease]

Oil, Gas and Mineral Lease dated January 26, 2005, by and between Gary R. Griffith as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050878, in Volume 891, Page 608 of the real property records of Robertson County, Texas, covering 790.00 acres, more or less.  
(TX003-ROB-119-01/Tract 001)

Oil, Gas and Mineral Lease dated January 26, 2005, by and between Thomas Griffith Evans as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052311, in Volume 898, Page 357 of the real property records of Robertson County, Texas, covering 790.00 acres, more or less.  
(TX003-ROB-119-02/Tract 001)

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20064173 OR 954 773

GAP AREA III PROSPECT - TX008

Oil, Gas and Mineral Lease dated June 15, 2004, by and between Johnnie W. Coskey, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043223, in Volume 871, Page 637 of the real property records of Robertson County, Texas, covering 340.381 acres of land, more or less.  
(TX003-ROB-015-01/Tract 035 and 036)

Oil, Gas and Mineral Lease dated June 24, 2004, by and between Arita Coskey Houser, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043226, in Volume 871, Page 642 of the real property records of Robertson County, Texas, covering 340.381 acres of land, more or less.  
(TX003-ROB-015-02/Tract 035 and 036)

Oil, Gas and Mineral Lease dated June 24, 2004, by and between James W. Lanning, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043230, in Volume 871, Page 647 of the real property records of Robertson County, Texas, covering 340.381 acres of land, more or less.  
(TX003-ROB-015-03/Tract 035 and 036)

Oil, Gas and Mineral Lease dated June 24, 2004, by and between Lee Lanning, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043231, in Volume 871, Page 649 of the real property records of Robertson County, Texas, covering 340.381 acres of land, more or less.  
(TX003-ROB-015-04/Tract 035 and 036)

Oil, Gas and Mineral Lease dated June 24, 2004, by and between Charlotte Dilbeck, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043581, in Volume 873, Page 556 of the real property records of Robertson County, Texas, covering 340.381 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Grant, A-32.  
(TX003-ROB-015-05/Tract 035 and 036)

Oil, Gas and Mineral Lease dated June 24, 2004, by and between John A. Coskey, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043580, in Volume 873, Page 554 of the real property records of Robertson County, Texas, covering 340.3811 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Grant, A-32.  
(TX003-ROB-015-06/Tract 035 and 036)

Oil, Gas and Mineral Lease dated July 6, 2004, by and between Daniel Dilbeck, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043892, in Volume 875, Page 267 of the real property records of Robertson County, Texas, covering 340.3811 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Grant, A-32.  
(TX003-ROB-015-07/Tract 035 and 036)

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Oil, Gas and Mineral Lease dated June 24, 2004, by and between Norman A. Coskey, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044250, in Volume 877, Page 34 of the real property records of Robertson County, Texas, covering 340.381 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Grant, A-32.  
(TX003-ROB-015-08/Tract 035 and 036)

Oil, Gas and Mineral Lease dated August 4, 2004 by and between Willie Vann Jr., et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043896, in Volume 875, Page 273 of the real property records of Robertson County, Texas, covering 120.36 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Survey, A-32.  
(TX003-ROB-015-09/Tract 036)

Oil, Gas and Mineral Lease dated July 3, 2005, by and between Rosalyn Mauk as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043233, in Volume 871, Page 652 of the real property records of Robertson County, Texas, covering 100.00 acres, more or less.  
(TX003-ROB-015-10/Tract 035)

Oil, Gas and Mineral Lease dated August 17, 2004, by and between Inez Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044015 in Volume 875, Page 713 of the real property records of Robertson County, Texas, and

Ratification of Oil, Gas and Mineral Lease dated August 17, 2004, by and between Inez Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as signed by Joshua Jordan, recorded as Clerk's File No. 20044394, in Volume 877, Page 529 of the real property records of Robertson County, Texas, covering 100.00 acres of land, more or less.  
(TX003-ROB-032-00/Tract 055)

Oil, Gas and Mineral Lease dated August 17, 2004, by and between Inez Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044013, in Volume 875, Page 711 of the real property records of Robertson County, Texas, covering 103.27 acres of land, more or less.  
(TX003-ROB-033-00/Tract 024)

Oil, Gas and Mineral Lease dated August 17, 2004, by and between Inez Ainsworth, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044014, in Volume 875, Page 712 of the real property records of Robertson County, Texas, covering 24.00 acres of land, more or less.  
(TX003-ROB-035-00/Tract 061)

Oil, Gas and Mineral Lease dated August 03, 2004, by and between Donald A. Broussard, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044017, in Volume 875, Page 715 of the real property records of Robertson County, Texas, covering 49.024 acres of land, more or less.  
(TX003-ROB-036-01/Tract 038-A)

Doc Ek Vol Pg  
20064173 OR 954 775

Oil, Gas and Mineral Lease dated August 03, 2004, by and between Norman F. Hunter, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044251, in Volume 877, Page 36 of the real property records of Robertson County, Texas, covering 49.024 acres of land, more or less.  
(TX003-ROB-036-02/Tract 038-A)

Oil, Gas and Mineral Lease dated August 3, 2004 by and between B. J. Broussard, acting herein as Lawful Agent and Attorney-in-fact for Clark Broussard, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20043886, in Volume 875, Page 261 of the real property records of Robertson County, Texas, covering 99.506 acres of land, more or less.  
(TX003-ROB-042-01/Tract 038-A and 038-B)

Oil, Gas and Mineral Lease dated August 3, 2004 by and between Logan Broussard, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044018, in Volume 875, Page 716 of the real property records of Robertson County, Texas, covering 99.506 acres of land, more or less.  
(TX003-ROB-042-02/Tract 038-A and 038-B)

Oil, Gas and Mineral Lease dated August 3, 2004 by and between Wendel K. Broussard, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044246, in Volume 877 Page 29 of the real property records of Robertson County, Texas, covering 99.506 acres of land, more or less.  
(TX003-ROB-042-03/Tract 038-A and 038-B)

Oil, Gas and Mineral Lease dated August 03, 2004, by and between Donald A. Broussard, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044016, in Volume 875, Page 714 of the real property records of Robertson County, Texas, covering 50.482 acres of land, more or less.  
(TX003-ROB-037-01/Tract 038-B)

Oil, Gas and Mineral Lease date November 16, 2004 by and between Union Planters Nation Bank, Trustee for the Marguerite R. Edwards Civic Improvement Trust, and The Marguerite R. Edwards Scholarship Trust as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050138 in Volume 888, Page 17 of the real property records of Robertson County, Texas, covering 99.5060 acres of land, more or less.  
(TX003-ROB-114-01/Tract 038-B)

Oil, Gas and Mineral Lease dated September 24, 2004 by and between Clinton Lynn et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044788, in Volume 879, Page 558 of the real property records of Robertson County, Texas, covering 64.260 acres of land, more or less.  
(TX003-ROB-071-00/Tract 022)

Oil, Gas and Mineral Lease dated October 20, 2004 by and between Reece de Graffenried, Joseph Claude de Graffenried and Robert Clarence de Graffenried, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045710 in Volume 884, Page 120 of the real property records of Robertson County, Texas, covering 27.1220 acres of land, more or less.  
(TX003-ROB-094-00/Tract 047)

Doc Ek Vol Pg  
20064173 OR 954 776

Oil, Gas and Mineral Lease dated November 03, 2004 by and between Ann Grayson, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045790 in Volume 884, Page 418 of the real property records of Robertson County, Texas, covering 156.85 acres of land, more or less.  
(TX003-ROB-098-01/Tract 052)

Oil, Gas and Mineral Lease dated December 1, 2004 by and between Jeanette Sue Pollard, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046138 in Volume 886, Page 258 of the real property records of Robertson County, Texas, covering 156.85 acres of land, more or less.  
(TX003-ROB-098-02/Tract 052)

Oil, Gas and Mineral Lease dated November 24, 2004 by and between Donald Ray Currie, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046000 in Volume 885, Page 478 of the real property records of Robertson County, Texas, covering 57.050 acres of land, more or less.  
(TX003-ROB-102-00/Tract 031)

Oil, Gas and Mineral Lease dated November 21, 2004 by and between Reiss Creek Ranch, LLC, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045913 in Volume 885, Page 159 of the real property records of Robertson County, Texas, covering 93.45 acres of land, more or less.  
(TX003-ROB-103-00/Tract 054)

Oil, Gas and Mineral Lease dated November 21, 2004 by and between Melvin A. Cornelius, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045911 in Volume 885, Page 157 of the real property records of Robertson County, Texas, covering 24.50090 acres of land, more or less.  
(TX003-ROB-106-01/Tract 057)

Oil, Gas and Mineral Lease dated November 21, 2004 by and between Melvin A. Cornelius, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045912 in Volume 885, Page 158 of the real property records of Robertson County, Texas, covering 163.18 acres of land, more or less.  
(TX003-ROB-108-01/Tract 056)

Oil, Gas and Mineral Lease date December 6, 2004 by and between Arquilla Ellison, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046137 in Volume 886, Page 257 of the real property records of Robertson County, Texas, covering 35.98150 acres of land, more or less.  
(TX003-ROB-111-00/Tract 029)

Oil, Gas and Mineral Lease date December 11, 2004 by and between James T. Henry, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050135 in Volume 888, Page 12 of the real property records of Robertson County, Texas, covering 13.00 acres of land, more or less.  
(TX003-ROB-112-00/Tract 028)

Doc 20064173 Bk OR Vol 954 Pg 777

Oil, Gas and Mineral Lease dated March 08, 2005, by and between Ernest Fulton, Agent and Attorney-in-fact for Vernon Ross Sikes, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051653, in Volume 895, Page 248 of the real property records of Robertson County, Texas, covering 25.00 acres, more or less.  
(TX003-ROB-123-01/Tract 040)

Oil, Gas and Mineral Lease dated March 08, 2005, by and between Ernest Fulton et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051654, in Volume 895, Page 249 of the real property records of Robertson County, Texas, covering 26.44 acres, more or less.  
(TX003-ROB-124-00/Tract 049)

Oil, Gas and Mineral Lease dated July 21, 2004 by and between Robert L. Dodds, Jr., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20044544 in Volume 878, Page 362 of the real property records of Robertson County, Texas, covering 139.51 acres of land, more or less, located in the Pedro Pereira, Jose De Jesus and Mariano Grande Eleven League Survey, A-32.  
(TX003-ROB-060-01/Tract 039 and 040)

Oil, Gas and Mineral Lease date December 20, 2004 by and between Douglas G. Hall, et ux, Individually and as Trustees of the Family Trust of Douglas G. Hall and Edna A. Hall, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as File No. 20050134 in Volume 888, Page 11 of the real property records of Robertson County, Texas, covering 59.59 acres of land, more or less, located in the J. M. Grande Eleven League Survey, A-32.  
(TX003-ROB-113-00/Tract 048)

Oil, Gas and Mineral Lease dated July 7, 2005, by and between Stephen Ray Corn, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20055016, in Volume 912, Page 169 of the real property records of Robertson County, Texas, covering 225.974 acres, more or less.  
(TX003-ROB-139-01/Tract 010)

Oil, Gas and Mineral Lease dated July 7, 2005, by and between Kerry Lester Corn, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20055017, in Volume 912, Page 170 of the real property records of Robertson County, Texas, covering 26.44 acres, more or less.  
(TX003-ROB-139-02/Tract 010)

GAP AREA IV - TX009

Oil, Gas and Mineral Lease dated September 24, 2004 by and between Clinton Lynn et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044787, in Volume 879, Page 557 of the real property records of Robertson County, Texas, covering 56.72 acres of land, more or less.  
(TX003-ROB-073-00/Tract 013)

Oil, Gas and Mineral Lease dated August 31, 2004 by and between Howard W. Hoegemeyer, et ux., as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20044833 in Volume 879, Page 742 of the real property records of Robertson County, Texas, covering 123.92490 acres of land, more or less.  
(TX003-ROB-076-01/Tract 040; 043; 046; 058; 059; 060; 061; and 063)

NORTH CEDAR CREEK PROSPECT - TX010

Oil, Gas and Mineral Lease dated November 3, 2004, by and between Mary Rabe, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045463, in Volume 882, Page 796 of the real property records of Robertson County, Texas, covering 299.66 acres, more or less.  
(TX001-ROB-009-00/Tract 024)

Oil, Gas and Mineral Lease dated November 3, 2004, by and between Charles A. Morris, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045460, in Volume 882, Page 790 of the real property records of Robertson County, Texas, covering 175.06 acres, more or less.  
(TX001-ROB-010-00/Tract 008)

Oil, Gas and Mineral Lease dated November 3, 2004, by and between Charles A. Morris, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045458, in Volume 882, Page 786 of the real property records of Robertson County, Texas, covering 47.00 acres, more or less.  
(TX001-ROB-011-00/Tract 033)

Oil, Gas and Mineral Lease dated November 3, 2004, by and between Karl Albert Rabe, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045461, in Volume 882, Page 792 of the real property records of Robertson County, Texas, covering 175.06 acres, more or less.  
(TX001-ROB-013-00/Tract 009)

Oil, Gas and Mineral Lease dated November 22, 2004 by and between Ervin Rey Homann, and wife Terri J. Homann as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050421, in Volume 889, Page 423 of the real property records of Robertson County, Texas, covering 120.602 acres, more or less.  
(TX001-ROB-019-00/Tract 023)

Oil, Gas and Mineral Lease dated November 3, 2004, by and between Mary S. Rabe as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045706, in Volume 884, Page 11 of the real property records of Robertson County, Texas, covering 216.52 acres, more or less.  
(TX001-ROB-024-01/Tract 007)

EAST CEDAR CREEK PROSPECT - TX011

Oil, Gas and Mineral Lease dated October 25, 2004, by and between Dorothy Bolton, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045456, in Volume 882, Page 783 of the real property records of Robertson County, Texas, covering 70.7030 acres, more or less.  
(TX001-ROB-006-01/Tract 010-A)

Oil, Gas and Mineral Lease dated November 3, 2004, by and between Cleldon Eugene Bolton, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045455, in Volume 882, Page 781 of the real property records of Robertson County, Texas, covering 231.230 acres, more or less.

(TX001-ROB-007-00/Tract 011)

Oil, Gas and Mineral Lease dated November 10, 2004, by and between Joe U. Smith, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045786, in Volume 884, Page 410 of the real property records of Robertson County, Texas, covering 70.25 acres, more or less.  
(TX001-ROB-012-01/Tract 012-A)

Oil, Gas and Mineral Lease dated November 28, 2004, by and between Gladys B. Sanders, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20046133, in Volume 886, Page 252 of the real property records of Robertson County, Texas, covering 63.35 acres, more or less.  
(TX001-ROB-014-01/Tract 006)

Oil, Gas and Mineral Lease dated December 12, 2004, by and between Gary R. Griffith, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20050139, in Volume 888, Page 18 of the real property records of Robertson County, Texas, covering 63.35 acres, more or less.  
(TX001-ROB-014-02/Tract 006)

Oil, Gas and Mineral Lease dated December 12, 2004, by and between Robert Coleman III, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053164, in Volume 902, Page 326 of the real property records of Robertson County, Texas, covering 63.35 acres, more or less.  
(TX001-ROB-014-03/Tract 006)

Oil, Gas and Mineral Lease dated October 15, 2004, by and between C. E. Barnett, et ux, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20045172, in Volume 881, Page 482 of the real property records of Robertson County, Texas, covering 135.7030 acres, more or less.  
(TX001-ROB-017-01/Tract 009 and 010-A)

Oil, Gas and Mineral Lease dated February 04, 2005, by and between Ronald James Coots et ux, Dorothy Fields Coots as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051205, in Volume 893, Page 154 of the real property records of Robertson County, Texas, covering 23.5230 acres, more or less.  
(TX001-ROB-020-01/Tract 010-B)

Oil, Gas and Mineral Lease dated March 15, 2005, by and between Dorothy Bolton as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20052123, in Volume 897, Page 523 of the real property records of Robertson County, Texas, covering 23.5230 acres, more or less.  
(TX001-ROB-020-02/Tract 010-B)

Oil, Gas and Mineral Lease dated March 04, 2005, by and between Phillip K. Rabe as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051527, in Volume 894, Page 530 of the real property records of Robertson County, Texas, covering 56.50 acres, more or less.  
(TX001-ROB-021-01/Tract 005)

Oil, Gas and Mineral Lease dated March 04, 2005, by and between Arvell J. Rabe as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051528, in Volume 894, Page 531 of the real property records of Robertson County, Texas, covering 56.50 acres, more or less., out of the J. M. Viesca League, A-46.  
(TX001-ROB-021-02/Tract 005)

Oil, Gas and Mineral Lease dated March 04, 2005, by and between Janice Jeanette Rabe hall as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051526, in Volume 894, Page 529 of the real property records of Robertson County, Texas, covering 56.50 acres, more or less.  
(TX001-ROB-021-03/Tract 005)

Oil, Gas and Mineral Lease dated February 21, 2005, by and between Claudell A. Bass and Annette Loftin as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20051060, in Volume 892, Page 442 of the real property records of Robertson County, Texas, covering 353.95 acres, more or less.  
(TX001-ROB-022-01/Tract 012-B; 013 and 014)

Oil, Gas and Mineral Lease dated April 4 2005, by and between Clara A. Kessier and Richard Kessier as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053165, in Volume 902, Page 328 of the real property records of Robertson County, Texas, covering 120.00 acres, more or less.  
(TX001-ROB-025-01/Tract 003)

Oil, Gas and Mineral Lease dated April 4 2005, by and between Bobbie Jean Mueller as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053166, in Volume 902, Page 330 of the real property records of Robertson County, Texas, covering 120.00 acres, more or less.  
(TX001-ROB-025-02/Tract 003)

Oil, Gas and Mineral Lease dated April 4 2005, by and between Maxine Meier Woelfel et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053169, in Volume 902, Page 335 of the real property records of Robertson County, Texas, covering 120.00 acres, more or less.  
(TX001-ROB-025-03/Tract 003)

Oil, Gas and Mineral Lease dated April 4 2005, by and between John Edward Davidson et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053499, in Volume 903, Page 781 of the real property records of Robertson County, Texas, covering 120.00 acres, more or less.  
(TX001-ROB-025-04/Tract 003)

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Lorena Sanders, and evidenced by that certain Memorandum recorded as Clerk's File No. 20023257, Volume 812, Page 739 of the real property records of Robertson County, Texas, and

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by George Allen Sanders, recorded as Clerk's File No. 20023256, Volume 812, Page 734 of the real property records of Robertson County, Texas; and

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Glen E. Sanders, recorded as Clerk's File No. 20023255, Volume 812, Page 729 of the real property records of Robertson County, Texas; and

Oil, Gas and Mineral Lease dated January 22, 2002, by and between Lorena Sanders, et al, as Lessor, and EBR Properties II, LP, as Lessor, as signed in counterpart by Janice Marie Sanders Hill, recorded as Clerk's File No. 20023254, Volume 812, Page 724 of the real property records of Robertson County, Texas, covering 61.58 acres of Land, more or less; and

Memorandum of Extension of Primary Term of Oil, Gas & Mineral Lease dated September 10, 2004, by and between Glen E. Sanders, et al, as Lessor, and Leor Energy L.P., as current leasehold owner, recorded as Clerk's File No. 20044783, Volume 879, Page 547 of the real property records of Robertson County, Texas, covering 61.58 acres of land, more or less, insofar and only insofar as the described land covers and includes all those certain depths and horizons beneath One Hundred Feet (100') below the base of the Georgetown formation or the stratigraphic equivalence thereof.  
 (TX030-ROB-011-00/Tract 008)

Oil, Gas and Mineral Lease dated April 4, 2005, by and between Clara A. Kessler, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053165, in Volume 902, Page 328 of the real property records of Robertson County, Texas, covering 353.95 acres, more or less.  
 (TX001-ROB-022-01/Tract 003)

Oil, Gas and Mineral Lease dated April 4, 2005, by and between John Edward Davidson, et ux, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053499, in Volume 903, Page 781, of the real property records of Robertson County, Texas, covering 120.00 acres of land, more or less.  
 (TX001-ROB-023-05/Tract 003)

Oil, Gas and Mineral Lease dated April 4, 2005, by and between Maxine Mejer Woelfel, et vir, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053169, in Volume 902, Page 335, of the real property records of Robertson County, Texas, covering 120.00 acres of land, more or less.  
 (TX001-ROB-023-04/Tract 003)

Oil, Gas and Mineral Lease dated April 4 2005, by and between Bobbie Jean Mueller as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053166, in Volume 902, Page 330 of the real property records of Robertson County, Texas, covering 120.00 acres, more or less.  
 (TX001-ROB-023-03/Tract 003)

COUNTY ROADS - TX012

Oil, Gas and Mineral Lease dated April 25, 2005, by and between County of Robertson, Texas as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20053500, in Volume 903, Page 783 of the real property records of Robertson County, Texas, covering 100.00 acres, more or less.  
 (TX012-ROB-012-001)

EXHIBIT A  
DESCRIPTION OF LEASES  
(continued)

LESSOR	DATE	RECORDING INFORMATION
Morgan, Travis & Alma	11/8/2005	20057644; 927/150
Morgan, Travis & Alma	1/25/2006	20061508; 940/731
Autrey, Steven O. (Original Memorandum)	9/28/2005	20056757; 922/43
Autrey, Steven O. (Amended Memorandum)	10/28/2005	20057625; 927/113
Hancock, Vernon & Dawna		20057154; 924/9
Black, Lance & Diane	2/3/2006	20061509; 940/732
Palermo, Janet Autrey	10/28/2005	20057626; 927/115
Guajardo, R.C. & Johnnie P./VLB Morrison & Hoyt Heirs		(blank)
Guajardo, R.C. & Johnnie P.		20058420; 931/270
Farrell, Clifton	1/1/2006	20060781; 936/642
Farrell, Rulfus D.	1/1/2006	20060782; 936/643
Texas Thomas Farms, Ltd.		(blank)
Spillers, Katie Sue	5/1/2003	20033180; 841/367
Spillers, Katie Sue	8/16/2005	20055783; 918/622
Union Pacific Railroad Company	10/12/2005	20057624; 927/111
Union Pacific Railroad Company	12/20/2005	20060468; 934/485
Hall, Linda	8/30/2005	20055953; 917/409
Hughes, Janette	2/3/2006	20061267; 939/421
Jones, Walter J. et ux	8/29/2005	20055954; 917/410
Hanna, Suzie Annie		20056756; 922/42
Green, Joe & Gloria		20057156; 924/11
Currie, Robert E.	11/24/2004	20045999; 885/477
Brunette, Mary Ann	10/12/2004	20045177; 881/489
Crane, Jerry N.	8/23/2005	20055956; 917/412
Crane, Mildred	8/23/2005	20055957; 917/413
Wharton, Camille Crane	8/23/2005	20055955; 917/411
McCullough Land & Cattle	7/1/2004	20062497; 946/130
Williams, O. Samuel	1/1/2006	20062499; 946/134

LESSOR	DATE	RECORDING INFORMATION
Merryman, Glenn Dale	1/1/2006	20062500; 946/137 and 20062946; 948/650
McCullough Land & Cattle	7/1/2004	20062498; 946/132
Thurman, Don G.	4/21/2005	20054476; 909/182
Elmgrove Baptist Church	3/29/2006	20062358; 945/273
Gammage, Mary E., et al Trustees	2/3/2006	20061509; 940/732
The Frost National Bank, U/W/O Earl W. Gammage		20062115; 944/82
Erickson, Raymond	11/28/2005	20062949; 948/681
Gosson, Jonna & Dale & Raymond Erickson	11/28/2005	20062948; 948/679
Humbird, Myrtle	11/21/2005	20060778; 936/637
Crenshaw, Anita P Corn		20055782; 916/620
Wallace, Elizabeth H.		20057157; 924/12

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LESS AND EXCEPT:

\* \* \*

M. L. McCullough No. 1 Gas Unit  
API Well No. 42-395-30921

The following Leases, INSOFAR AND ONLY INSOFAR, as the said leases cover 632.40 acres of land, more or less, included in the M. L. McCullough No. 1 Gas Unit, and being more particularly described in that certain Designation of Unit – M. L. McCullough No. 1 Gas Unit recorded as Clerk's File No. 20056047, in Volume 918, Page 40 of the real property records of Robertson County, Texas:

Oil, Gas and Mineral Lease dated January 23, 2004, by and between Mackie Lee McCullough, et al, as Lessor, and Leor Energy L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20040668 in Volume 857, Page 223 of the real property records of Robertson County, Texas.  
(TX002-ROB-024-01)

Oil, Gas and Mineral Lease dated September 16, 2003, by and between Union Pacific Railroad Company, as Lessor, and Legends Exploration, L.P., as Lessee, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Clerk's File No. 20034295, in Volume 847, Page 163, of the real property records of Robertson County, Texas.  
(TX002-ROB-006-00)

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K. Martin Gas Unit  
API Well No. 42-395-31062

The following Leases, INSOFAR AND ONLY INSOFAR, as the said leases cover 704.00 acres of land, more or less, included in the K. Martin Gas Unit, and being more particularly described in that certain Pooling Declaration -- K. Martin Gas Unit recorded as Clerk's File No. 20058415, in Volume 931, Page 250 of the real property records of Robertson County, Texas:

LEASE NO. 1:

DATE: February 9, 2004  
LESSOR: Kenneth C. Martin  
LESSEE: Legends Exploration, L.P.  
RECORDED: Volume 857, page 221, Clerk's File Number 20040667,  
Official Public Records, Robertson County, Texas

LEASE NO. 2:

DATE: March 12, 2004  
LESSOR: Donald G. Martin  
LESSEE: Leor Energy L.P.  
RECORDED: Volume 913, page 22, Clerk's File Number 20055134,  
Official Public Records, Robertson County, Texas

LEASE NO. 3:

DATE: March 12, 2004  
LESSOR: Cheryl Martin Redden  
LESSEE: Leor Energy L.P.  
RECORDED: Volume 873, page 543, Clerk's File Number 20043573,  
Official Public Records, Robertson County, Texas

LEASE NO. 4:

DATE: March 12, 2004  
LESSOR: James Melton Martin, Jr.  
LESSEE: Leor Energy L.P.  
RECORDED: Volume 873, page 545, Clerk's File Number 20043574,  
Official Public Records, Robertson County, Texas

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LEASE NO. 5:

DATE: May 30, 2003  
LESSOR: Albert Vernon May and wife, Doris M. May  
LESSEE: Legends Exploration, L.P.  
RECORDED: Volume 841, page 365, Clerk's File Number 20033178,  
Official Public Records, Robertson County, Texas

LEASE NO. 6:

DATE: January 23, 2004  
LESSOR: Mackie Lee McCullough et al.  
LESSEE: Leor Energy L.P.  
RECORDED: Volume 857, page 223, Clerk's File Number 20040668,  
Official Public Records, Robertson County, Texas

\* \* \*

R. L. Dodds Gas Unit  
API Well No. 42-395-31052

The following Leases, IN SO FAR AND ONLY IN SO FAR, as the said leases cover 704.00 acres of land, more or less, included in the R. L. Dodds Gas Unit, and being more particularly described in that certain Pooling Declaration - R. L. Dodds Gas Unit recorded as Clerk's File Number 20060043, in Volume 932, Page 327 of the real property records of Robertson County, Texas, as amended by that certain First Amendment of Pooling Declaration - R. L. Dodds Gas Unit recorded as Clerk's File Number 20061518, in Volume 940, Page 752 of the real property records of Robertson County, Texas:

LEASE NO. 1:

DATE: July 21, 2004  
LESSOR: Robert L. Dodds, Jr.  
LESSEE: LBOR ENERGY, L.P.  
RECORDED: Volume 878, page 365, Clerk File No. 20044546,  
Official Public Records, Robertson County, Texas.

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LEASE NO. 2:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, page 542, Clerk File No. 20044405,  
Official Public Records, Robertson County, Texas

LEASE NO. 3:

DATE: April 14, 2004  
LESSOR: Jesse G. Martin  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 875, page 270, Clerk File No. 20043894,  
Official Public Records, Robertson County, Texas

LEASE NO. 4:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, page 534, Clerk File No. 20044398,  
Official Public Records, Robertson County, Texas

LEASE NO. 5:

DATE: April 14, 2004  
LESSOR: Jesse G. Martin  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 871, page 651, Clerk File No. 20043232,  
Official Public Records, Robertson County, Texas

LEASE NO. 6:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 929, page 277, Clerk File No. 20058081,  
Official Public Records, Robertson County, Texas

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LEASE NO. 7:

DATE: August 31, 2004  
LESSOR: Howard W. Hoegemeyer and Kenneth M. Robison  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 880, page 683, Clerk File No. 20045027,  
Official Public Records, Robertson County, Texas

LEASE NO. 8:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, page 534, Clerk File No. 20044397,  
Official Public Records, Robertson County, Texas

LEASE NO. 9:

DATE: June 22, 2004  
LESSOR: Evelyn Mullins  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 873, page 564, Clerk File No. 20043588,  
Official Public Records, Robertson County, Texas

LEASE NO. 10:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, page 536, Clerk File No. 20044400,  
Official Public Records, Robertson County, Texas

LEASE NO. 11:

DATE: June 22, 2004  
LESSOR: L. B. Wilson and wife, Norma Jean Wilson  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 873, page 577, Clerk File No. 20043597,  
Official Public Records, Robertson County, Texas

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LEASE NO. 12:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, page 532, Clerk File No. 20044396,  
Official Public Records, Robertson County, Texas

LEASE NO. 13:

DATE: April 14, 2004  
LESSOR: Jimmy L. Cockrell and wife, Marilyn Cockrell  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 873, page 552, Clerk File No. 20043579,  
Official Public Records, Robertson County, Texas

LEASE NO. 14:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, page 548, Clerk File No. 20044409,  
Official Public Records, Robertson County, Texas

LEASE NO. 15:

DATE: July 21, 2004  
LESSOR: Robert L. Dodds, Jr.  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 878, page 360, Clerk File No. 20044542,  
Official Public Records, Robertson County, Texas.

LEASE NO. 16:

DATE: January 3, 2005  
LESSOR: Revia E. Gossett  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 891, page 607  
Official Public Records, Robertson County, Texas.

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LEASE NO. 17:

DATE: July 21, 2004  
LESSOR: Elizabeth R. Clingman  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 877, Page 535  
Official Public Records, Robertson County, Texas.

LEASE NO. 18:

DATE: January 3, 2005  
LESSOR: Margie Ann Gossett  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 897, Page 524  
Official Public Records, Robertson County, Texas.

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G. H. Ingram No. 1 Gas Unit  
API Well No. 42-395-31074

The following Leases, INSOFAR AND ONLY INSOFAR, as the said leases cover 704.00 acres of land, more or less, included in the G. H. Ingram No. 1 Gas Unit, and being more particularly described in that certain Pooling Declaration - G. H. Ingram No. 1 Gas Unit recorded as Clerk's File No. 20060829, in Volume 937, Page 92 of the real property records of Robertson County, Texas:

LEASE NO. 1:

DATE: October 25, 2001, with effective date October 28, 2002  
LESSOR: G.H. Ingram, Jr.  
LESSEE: AMERICAN ENERGY PARTNERS, INC.  
RECORDED: Volume 818, page 174, Clerk File No. 20024261,  
Official Public Records, Robertson County, Texas.

LEASE NO. 2:

DATE: May 1, 2003  
LESSOR: Wade Neyland and wife, Jennifer Neyland  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 841, page 366, Clerk File No. 20033179,  
Official Public Records, Robertson County, Texas

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LEASE NO. 3:

DATE: May 1, 2003  
LESSOR: Katie Sue Spillers and husband, D.M. Spillers  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 841, page 367, Clerk File No. 20033180,  
Official Public Records, Robertson County, Texas

LEASE NO. 4:

DATE: August 16, 2005  
LESSOR: Katie Sue Spillers and husband, D.M. Spillers  
LESSEE: LBOR ENERGY, L.P.  
RECORDED: Volume 916, page 622, Clerk File No. 20055783,  
Official Public Records, Robertson County, Texas

LEASE NO. 5:

DATE: July 28, 2003  
LESSOR: John J. Corn  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 851, page 374, Clerk File No. 20035127,  
Official Public Records, Robertson County, Texas

LEASE NO. 6:

DATE: May 1, 2003  
LESSOR: Patsy Nell Corn  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 841, page 369, Clerk File No. 20033182,  
Official Public Records, Robertson County, Texas

LEASE NO. 7:

DATE: July 28, 2003  
LESSOR: Robert Daniel Corn  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 842, page 448, Clerk File No. 20033407,  
Official Public Records, Robertson County, Texas

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LEASE NO. 8:

DATE: July 28, 2003  
LESSOR: Norma H. Flynn  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 842, page 452, Clerk File No. 20033409,  
Official Public Records, Robertson County, Texas

LEASE NO. 9:

DATE: June 25, 2003  
LESSOR: Norma Corn Ellison  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 851, page 373, Clerk File No. 20035126,  
Official Public Records, Robertson County, Texas

LEASE NO. 10:

DATE: July 31, 2003  
LESSOR: John Hurst  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 842, page 444, Clerk File No. 20033406,  
Official Public Records, Robertson County, Texas

LEASE NO. 11:

DATE: September 30, 2005  
LESSOR: UNION PACIFIC RAILROAD COMPANY  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 927, page 111, Clerk File No. 20057624,  
Official Public Records, Robertson County, Texas

LEASE NO. 12:

DATE: May 3, 2004  
LESSOR: UNION PACIFIC RAILROAD COMPANY  
LESSEE: LEOR ENERGY, L.P.  
RECORDED: Volume 866, page 331, Clerk File No. 20042389,  
Official Public Records, Robertson County, Texas

LEASE NO. 13:

DATE: June 10, 2003  
LESSOR: Joseph Rex Vickers and wife, Elizabeth Vickers  
LESSEE: LEGENDS EXPLORATION, L.P.  
RECORDED: Volume 842, page 93, Clerk File No. 20033308,  
Official Public Records, Robertson County, Texas

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File No. MT 108603  
Agreement + Bill  
of Sale  
Date Filed: 1/9/08  
By [Signature]  
Jerry E. Patterson, Commissioner

**DO NOT DESTROY**



**Texas General Land Office**  
**UNIT AGREEMENT MEMO**

PA08-193

Unit Number 4359  
 Operator Name ENCANA OIL & GAS (USA) INC Effective Date 12/11/2007  
 TaxID: [REDACTED] Unitized For Gas  
 Unit Name Kimberly Burnett Unit Term 0 Months  
 County1 Robertson  
 County2 [REDACTED] Old Unit Number Inactive Status Date  
 County3 [REDACTED] 0  
 RRC District: 05 0  
 Unit Type: Permanent 0  
 State Royalty Interest: 0.0003449949191 0  
 State Part in Unit: 0.0020699777948  
 Unit Depth All Well: Unit  
 Below Depth 0 Formation: Bossier  
 Above Depth 0 Participation Basis: Surface Acreage  
 [If Exclusions Apply: See Remarks]

MF Number MF108603 Tract Number 12  
 Lease Acres 1.32 / Total Unit Acres 637.688 =  
 Tract Participation: 0.0020700 X  
 Lease Royalty 0.166666 = Manual Tract Participation: [REDACTED] 0 See Remark  
 Tract Royalty Participation 0.0003450 Manual Tract Royalty: [REDACTED] 0

Tract Royalty Reduction No  
 Tract Royalty Rate 0  
 Tract On-Line Date:

API Number

423953121400

RRC Number

0

Remarks:

This is a HROW unit, 1st Prod 7/2007, HROW lease added 12/11/07

Prepared By:

ABurd

Prepared Date:

8-20-08

GLO Base Updated By:

JL

GLOBase Date:

8-27-08

RAM Approval By:

(see above)

RAM Approval Date:

9/2/08

GIS By:

AS

GIS Date:

10-20-08

Mineral Maps By:

\_\_\_\_\_

Mineral Maps Date:

\_\_\_\_\_



of such full or undivided interests. Any such amendment may be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interests of the owners in the Unit.

- 5) Dissolution of Unit. The unit formed hereby may be dissolved by EnCana Oil & Gas (USA) Inc. at any time by an instrument filed for record in Robertson County, Texas, for failure to establish Unit production, or after cessation of operations upon the pooled unit. The Unit hereby created shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said leases.
- 6) Multiple Originals. This instrument may be executed in any number of counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may be ratified by the undersigned, or by other parties by separate instruments in writing, referring to this instrument. This Pooling Declaration, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the Leases or Unit area may executed this instrument, or a counterpart or ratification hereof.

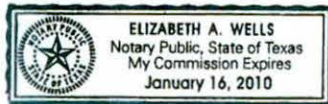
IN WITNESS WHEREOF, this Pooling Declaration is executed on the 26<sup>th</sup> day of March, 2007.

**ENCANA OIL & GAS (USA) INC.**

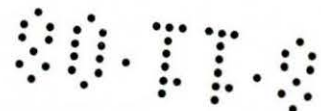
By: Mark A. Virant  
Mark A. Virant, Attorney-in-Fact

STATE OF TEXAS           §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the 26<sup>th</sup> day of March, 2007, by Mark A. Virant as Attorney-in-Fact for EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.



Elizabeth A. Wells  
Notary Public, State of Texas



**LEOR ENERGY L.P.**

By: Leor Energy LLC  
its general partner

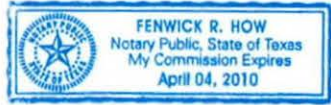
By:   
J. Kenton Holliday  
Executive Vice President *C.H.*

State of Texas §  
County of Harris §

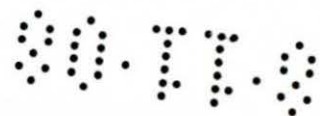
This instrument was acknowledged before me on this 26<sup>th</sup> day of March, 2007, by J. Kenton Holliday, Executive Vice President of Leor Energy LLC, the general partner of Leor Energy LP, a Delaware limited partnership, on behalf of such general partner acting on behalf of such limited partnership.



  
Notary Public, State of Texas



Doc 20071553 OR Bk Vol 982 Ps 459



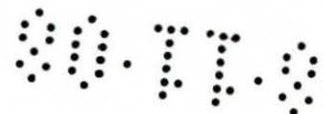
**EXHIBIT "A"**

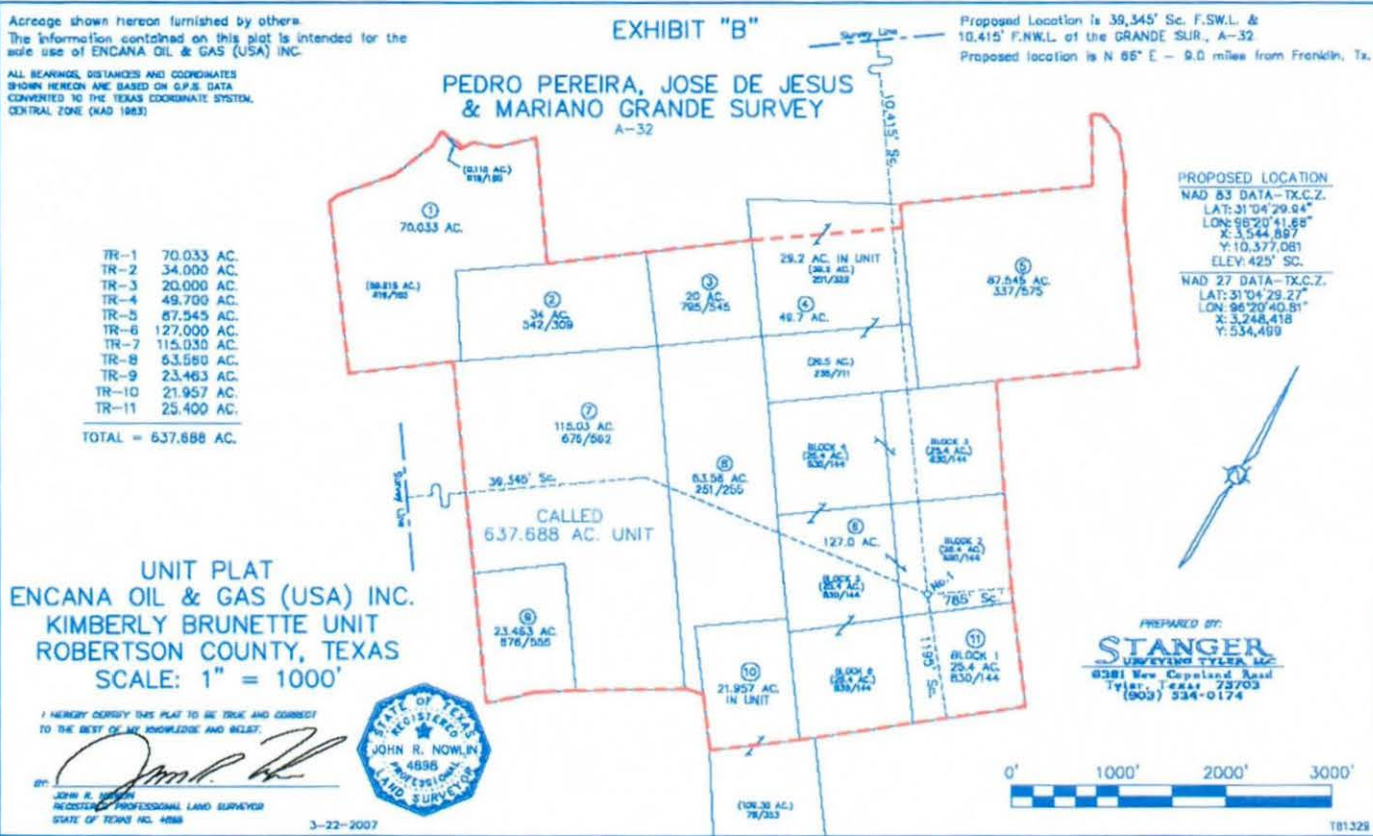
Kimberly Brunette Unit – Schedule of Leases

Recording references are to the Official Records of Robertson County, Texas

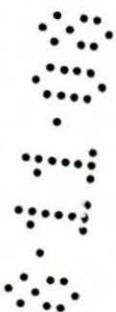
Lessor	Lessee	Dated	Recording		
			Vol.	Page	Document #
Billy J. Atomanczyk, et ux	Leor Energy L.P.	9/15/2004	884	414	20045788
Wanda Bishop	Leor Energy L.P.	12/8/2004	886	256	20046136
Troy H. Cloud	Leor Energy L.P.	8/26/2004	877	537	20044401
Ricky Carson	Leor Energy L.P.	6/16/2004	876	476	20044157
Cecil K. Simmons, et ux	Leor Energy L.P.	3/30/2004	871	672	20043246
Billie Jo Sweatt, et al	Leor Energy L.P.	3/31/2004	871	673	20043247
Kimberly Brunette, et al	Leor Energy L.P.	6/23/2006	962	720	20065647
The Stokes Family Trust	Leor Energy L.P.	9/3/2004	881	490	20045178
Kenneth D. Mayfield	Leor Energy L.P.	4/15/2004	871	653	20043234
The Stokes Family Trust	Leor Energy L.P.	9/3/2004	881	492	20045179
Bertie Deickman	Leor Energy L.P.	4/2/2004	871	639	20043224
Gaylon Shenkir	Leor Energy L.P.	6/30/2004	871	671	20043245
Kimberly Brunette, et al	Leor Energy L.P.	6/23/2006	962	722	20065648
Alva D. Williams	Huston Energy Corporation	1/5/2007	975	453	20070246
Judy Jenson	Leor Energy L.P.	1/22/2007	978	475	20070769

Doc 20071553 Bk OR Vol 982 Pg 460





Doc 20071553 BK OR VOL 982 Pg 461



T81328

**EXHIBIT "C"**  
**ROBERTSON COUNTY, TEXAS**

**KIMBERLY BRUNETTE UNIT DESCRIPTION**

**BEING** 637.688 acres of land situated in the Pedro Pereira, Jose De Jesus & Mariano Grande Survey, Abstract No. 32, Robertson County, Texas, and being all of a called 69.918 acre tract and a called 0.115 acre tract both described in Volume 819, Page 185, and being all of a called 34 acre tract described in Volume 542, Page 309, and being all of a called 20 acre tract described in Volume 795, Page 545, and being part of a called 39.2 acre tract described in Volume 251, page 322, and being all of a called 20.5 acre tract described in Volume 235, Page 711, and being all of a called 87.545 acre trace described in Volume 337, Page 575, and being all of a called 25.4 acre tract (Block 1), called 25.4 acre tract (Block 2), called 25.4 acre tract (Block 3), called 25.4 acre tract (Block 4), called 25.4 acre tract (Block 5), called 25.4 acre tract (Block 6), all being described in Volume 830, Page 144, and being all of a called 115.03 acre tract described in Volume 676, Page 562, and being all of a called 63.56 acre tract described in Volume 251, page 255, and being all of a called 23.463 acre tract described in Volume 676, Page 555, and being part of a called 109.30 acre tract described in Volume 78, page 353, and all being recorded in the Deed Records of Robertson County, Texas, said tract to be more particularly described as follows:

**BEGINNING** at the southeast corner of said called 25.4 acre tract (Block 1);

**THENCE** Southwesterly with the southeast line of said 25.4 acre tract (Block 1) and said 25.4 acre tract (Block 6) to the southwest corner of said 25.4 acre tract (Block 6) and being in the northeast line of said 109.30 acre tract;

**THENCE** Southwesterly across said 109.30 acre tract carving out 21.957 acres out of the north end of said 109.30 acre tract to be included in this unit;

**THENCE** Northwesterly with the Southwesterly line of said 109.30 acre tract to the most southerly southeast corner of said 63.56 acre tract;

**THENCE** Westerly with the most southerly line of said 63.56 acre tract to the southwest corner of same and being the southeast corner of said 115.03 acre tract;

**THENCE** Southwesterly with the southeast line of said 115.03 acre tract and said 23.463 acre tract to the southwest corner of said 23.463 acre tract;

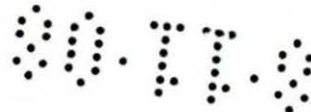
**THENCE** Northwesterly with the southwest line of said 23.463 acre tract and said 115.03 acre tract to the northwest corner of said 115.03 acre tract and being in the southeast line of said 69.918 acre tract;

**THENCE** Southwesterly with the southeast line of said 69.918 acre tract to the south corner of same;

**THENCE** Northwesterly with the southwest line of said 69.918 acre tract to the west corner of same;

**THENCE** Northeasterly with the north and northwest lines of said 69.918 acre tract and said 0.115 acre tract to the north corner of said 69.918 acre tract;

**THENCE** Southeasterly with the northeast line of said 69.918 acre tract to the most northerly east corner of same and being in the northwest line of said 34 acre tract;



**THENCE** Northeasterly with the northwest line of said 34 acre tract and said 20 acre tract to the northeast corner of said 20 acre tract and being in the southwest line of said 39.2 acre tract;

**THENCE** Northeasterly across said 39.2 acre tract to a point in the northeast line of same carving out 29.2 acres out of the southern end of said 39.2 acre tract to be included in the unit;

**THENCE** Northwesterly with the northeast line of said 39.2 acre tract and also being the southwest line of said 87.545 acre tract to the northwest corner of same;

**THENCE** Northeasterly with the northwest line of said 87.545 acre tract to an interior corner of same;

**THENCE** Northwesterly with the most northerly southwest line of said 87.545 acre tract to the most northerly northwest corner of same;

**THENCE** Northeasterly with the northwest line of said 87.545 acre tract to the most northerly northeast corner of same;

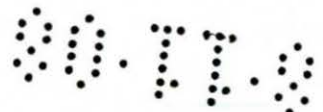
**THENCE** Southeasterly with the northeast line of said 87.545 acre tract to the southeast corner of same;

**THENCE** Southwesterly with the southeast line of said 87.545 acre tract to the northeast corner of said 25.4 acre tract (Block 3);

**THENCE** Southeasterly with the northeast line of said 25.4 acre tract (Block 3), said 25.4 acre tract (Block 2), said 25.4 acre tract (Block 1) back to the place of beginning and containing 637.688 acre of land more or less.

Doc            Bk            Vol            Pg  
20071553 OR            982            463

Return to:  
General Land & Mineral Resources  
4400 FM 2003  
Austin, TX 78758  
512-251-5515





IN WITNESS WHEREOF, this First Amendment of Pooling Declaration is executed by EnCana Oil & Gas (USA) Inc. on this 28<sup>th</sup> day of July, 2008, effective as of December 11, 2007.

LESSEE:

ENCANA OIL & GAS (USA) INC.

By: *Mark A. Virant*  
Mark A. Virant, Attorney-in-Fact

*W*  
*Worth*

State of Texas  
County of Dallas

This instrument was acknowledged before me on this 28<sup>th</sup> day of July, 2008, by Mark A. Virant, Attorney-in-Fact for EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.



*Debra A. Mitchell*  
Notary Public, State of Texas

Doc 20085614 Bk OR Vol 1046 Ps 102

00110

Acreege shown hereon furnished by others.  
The information contained on this plat is intended for the  
sole use of ENCANIA OIL & GAS (USA) INC.

ALL BEARINGS, DISTANCES AND COORDINATES  
SHOWN HEREON ARE BASED ON G.P.S. DATA  
CONVERTED TO THE TEXAS COORDINATE SYSTEM,  
CENTRAL ZONE (NAD 1983)

### EXHIBIT "B"

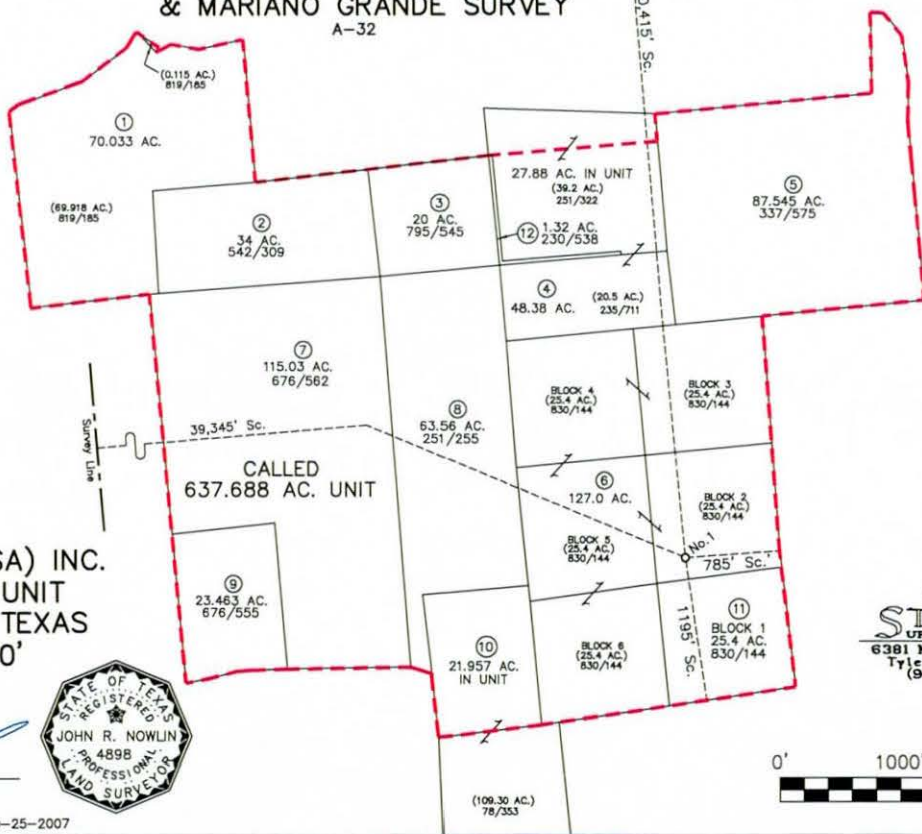
## PEDRO PEREIRA, JOSE DE JESUS & MARIANO GRANDE SURVEY

A-32

Proposed Location is 39,345' Sc. F.S.W.L. &  
10,415' F.N.W.L. of the GRANDE SUR., A-32.  
Proposed location is N 66° E - 9.0 miles from Franklin, Tx.

TR-1	70.033 AC.
TR-2	34.000 AC.
TR-3	20.000 AC.
TR-4	48.380 AC.
TR-5	87.545 AC.
TR-6	127.000 AC.
TR-7	115.030 AC.
TR-8	63.560 AC.
TR-9	23.463 AC.
TR-10	21.957 AC.
TR-11	25.400 AC.
TR-12	1.320 AC.

TOTAL = 637.688 AC.



#### PROPOSED LOCATION

NAD 83 DATA-TX.C.Z.  
 LAT: 31°04'29.94"  
 LON: 96°20'41.68"  
 X: 3,544,897  
 Y: 10,377,081  
 ELEV: 425' SC.  
 NAD 27 DATA-TX.C.Z.  
 LAT: 31°04'29.27"  
 LON: 96°20'40.81"  
 X: 3,248,418  
 Y: 534,499

UNIT PLAT  
 ENCANIA OIL & GAS (USA) INC.  
 KIMBERLY BRUNETTE UNIT  
 ROBERTSON COUNTY, TEXAS  
 SCALE: 1" = 1000'

I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY:   
 JOHN R. NOWLIN  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 4898



10-25-2007

PREPARED BY:  
**STANGER**  
 SURVEYING TYLER, LLC  
 6381 New Copeland Road  
 Tyler, Texas 75703  
 (903) 534-0174



T61329



EnCana Oil & Gas (USA) Inc.  
14001 N. Dallas Parkway  
Suite 1000  
Dallas, TX 75240

tel: (214) 242-7323  
fax: (214) 987-7120

[www.encana.com](http://www.encana.com)

August 8, 2008

Texas General Land Office  
Energy Resources Mineral Leasing  
Attention: Ms. Beverly Boyd  
1700 North Congress  
Austin, Texas 78701

RE: State of Texas HROW Lease #MF108603  
Robertson County, Texas

Dear Ms. Boyd:

In accordance with section 4 (c) of the captioned lease, attached for your records please find copies of the following:

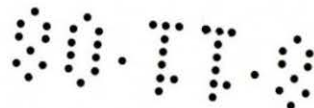
1. Unit plat for the EnCana- Kimberly Brunette Unit;
2. Pooling Declaration for the Kimberly Brunette Unit;
3. First Amendment of Pooling Declaration for the Kimberly Brunette Unit.

The referenced GLO lease was pooled into EnCana's Kimberly Brunette Unit on August 7, 2008 by the First Amendment of Pooling Declaration, effective as of the date of the lease. Initial royalties will be paid to the GLO within the next 30 days.

Yours truly,

A handwritten signature in blue ink, appearing to read "Jim Grover".

Jim Grover  
Land Coordinator



File No. MF 108603

Swearing Declaration

Date Filed: 9/2/08

Jerry Patterson, Commissioner

By [Signature]



*[Faint handwritten signature]*