MF108884

EXPIRED
DATE 05/20/09
LEASING
MAPS
GIS

ACTIVE - 3/2/10 BB

State Lease	*Control*	*Base File*	*County*
MF108884	~~65-901200~~ 56-030505		JOHNSON

Survey	JOHNSON ~~COUNTY ROADS~~		
Block			
Block Name			
Township			
Section/Tract			
Land Part			
Part Description			
Acres	3.278		
Depth Below	*Depth Above*	*Depth Other*	
0	0		
Name	SULLIVAN, HOLLIS R. INC.		
Lease Date	5/20/2008		
Primary Term	1 yrs		
Bonus ($)	$6,556.00		
Rental ($)	$0.00		
Lease Royalty	0.2500		

Leasing:
Analyst: BB
Maps:
GIS: KB

CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

ATTENTION FILE USERS!
This file has been placed in table of contents order.
RETURN TO VAULT WITH DOCUMENTS IN ORDER!

F1051452

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2. Letter + bonus 4/10/08
3. Affidavit 4/10/08
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5. Leases 4/10/08
6. Assignment 4/10/08
7. Amended Designation of Unit + 2nd Amd. 9/27/10 3/10/10 & 3rd
8. Division Order 3/2/10
9. DIVISION ORDER 5-18-11
#5 10. 2nd Amendment - Miller Unit 7/21/11
Effective 8/7/08

Scanned sm 6/10/13

11. DIVISION ORDER 09/14/11

scanned PJ 7-30-14

See MF106200, Assign #11242
XTO to BKV N6 TX 3/2/23

Scanned sm 03/06/2023

HROW Lease
Revised 8/06

The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (108884)
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 **Hollis R. Sullivan, Inc.**, whose address is **PO Box 9289, Wichita Falls, TX 76308** hereinafter called "Lessee".

1. Lessor, in consideration of **Six Thousand Five Hundred Fifty Six 00/100 ($6,556.00)** 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 **Johnson** State of Texas, and is described as follows:

> **3.278 acres** of land, more or less, known as, situated in said **Johnson** 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 **3.278** 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 **one year, from May 20th, 2008** 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 **1/4** 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 **1/4** 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 **1/4** 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 **1/4** 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 per acre**. 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

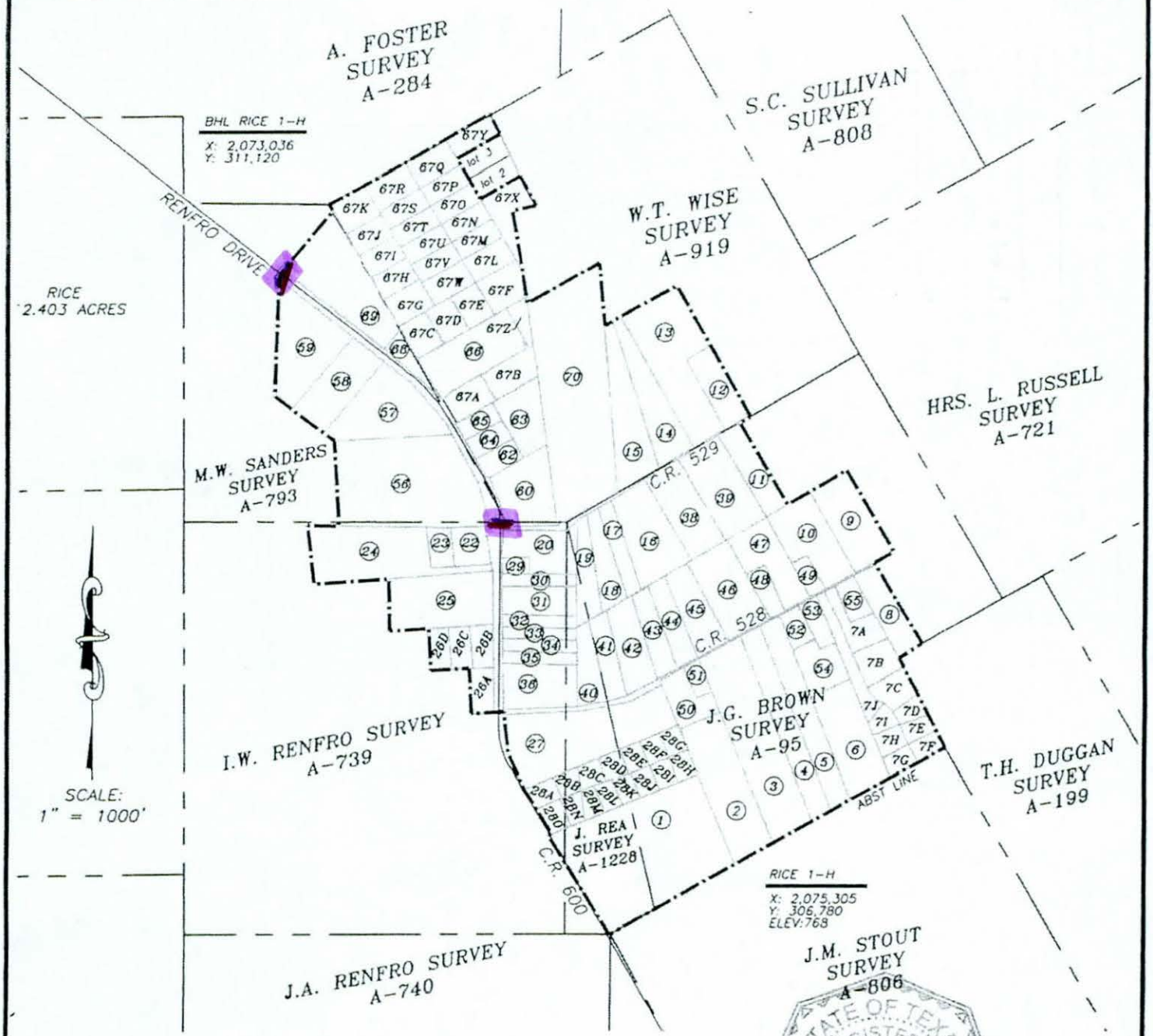
Approved:
ML: DR
DC: CCR
CC:

Exhibit "A"

2.994 acres of land, more or less, located in the M.W. Sanders Survey, A-793 and the H. Russell Survey, A-741, Johnson County, Texas, being more particularly described in that certain Warranty Deed dated July 16, 1921 from J.E. Beene, Liddie Pope, W.R. Beene and Estel Beene to Johnson County, Texas, recorded in Volume 227, Page 60 of the Deed Records of Johnson County, Texas.

0.284 acres of land, more or less, located in the M.W. Sanders Survey, A-793, Johnson County, Texas, being more particularly described in the Field Notes for Parcel 76, Parcel 79 and a unnamed tract in that certain General Warranty Deed dated December 21, 1998 from Doris Gray and Mark Watts to The State of Texas, recorded in Volume 2274, Page 925 of the Official Public Records of Johnson County, Texas.

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27



REV DATE: 01/16/08 TRACT NO. CORRECTION REV DATE: 01/31/08 TRACT ACREAGE CORRECTION

STATE OF TEXAS REGISTERED DAVID A WRISLEY 5087 PROFESSIONAL LAND SURVEYOR

David A. Wrisley 2-4-08

HOLLIS R. SULLIVAN, INC.

RICE LEASE - 309.817 ACRES - JOHNSON COUNTY, TEXAS
3.7 MILES SOUTHEAST OF BURLESON, TX

RENFRO B PROSPECT	DATE: 01/02/08	DRAWN: CAW

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

File No. DF 108884

Lease

Date Filed: 9/10/08

Jerry Patterson, Commissioner

By

1.

108884

From: HOLLIS R. SULLIVAN, INC.
To: JERRY PATTERSON
COMMISSIONER OF THE GENERAL LAND OFFICE

Vendor Code	Check Date	Check Amount	Check Number
12014	04/04/2008	$6,754.34	10-61450

Invoice #	Invoice Amt
040408	6,754.34
RENFRO B - LEASE BONUS	
6,754.34 1250-1352	

121

08015325

9u.ul.4

Norwood Land Services, LLC
6421 Camp Bowie Boulevard Suite 401
Fort Worth, Texas 76116
Office: 817-735-9823 Fax: 817-731-7661

April 07, 2008

Have Money

* Have Description & Map ?

2000.00
Y4
1 yr
Shut in 25.00 per AC ?

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

Re: Renfro Street, Burleson, Texas 76028

Mr. Reid,

Norwood Land Services is interested in leasing the land conveyed in the right of way deed referenced in the Official Public Records of Johnson County, Volume 227 Page 60. Norwood Land Services has obtained the leases surrounding the area of County Road 600 or Renfro Street totaling 3.278 acres of land. The highest paid bonus is recorded at $2000 an acre and the highest royalty payment is 25%. The total amount paid to the state will be $6754.34. The bonus ($2,000 x 3.278 = $6,556) + Sales Tax ($6,556 x 1.5% = $98.34) + $100 processing fee. Enclosed is the necessary documentation to process the agreement.

If you would like to discuss any information with me or have any other questions or concerns please do not hesitate to contact me at (817) 735-9823, or by email at pgreathouse@norwoodland.com.

Sincerely,

Patrick Greathouse
Norwood Land Services, LLC
817-735-9823
817-731-7661 fax
Email: pgreathouse@norwoodland.com

00.014

2.

File No. MF108884

Letter + bonus

Date Filed: 4/10/08

Jerry Patterson, Commissioner

By

AFFIDAVIT OF CONSIDERATION PAID

BEFORE ME, the undersigned authority, on this day personally appeared **William B. Ford**, and on oath deposed and said as follows:

"My name is William B. Ford, my address is P.O. Box 9289, Wichita Falls, Texas 76308. I am over the age of 21 and am fully competent to make this affidavit. I have never been convicted of a crime involving moral turpitude or a felony. I have personal knowledge of the facts stated herein and they are true and correct.

"I am familiar with the terms of the Oil, Gas and Mineral Leases, referenced on "Exhibit A" attached hereto and made partof.

"The maximum consideration paid to the Lessors listed on "Exhibit A" was two thousand dollars ($2,000.00) per net mineral acre.

"The maximum royalty granted to the Lessors listed on "Exhibit A" was twenty-five percent (25%). The term of Oil, Gas and Mineral Leases ranges from two (2) to three (3) years."

The above Statements are true and correct

Executed on 4/3/2008

William B. Ford

William B. Ford, Affiant

STATE OF TEXAS §
§
COUNTY OF TARRANT §

SWORN TO AND SUBSCRIBED BEFORE ME on the 3RD day of APRIL, 2008, by William B. Ford, to certify which witness my hand and official seal.

BLAINE GAMBLE
Notary Public, State of Texas
My Commission Expires
March 07, 2010

Notary Public, State of TEXAS

D211074

Exhibit "A"

Date	Instrument	Lessor	Lessee	County	Vol/Page
04/26/06	Memo of Oil and Gas Lease	Agron Iljazi and Manushaqe Hodza	XTO Resources I, LP	Johnson	3802/349
05/01/06	Memo of Oil and Gas Lease	Eddie L. Mahan and Letetia T. Mahan, wife	XTO Resources I, LP	Johnson	3831/903
05/02/06	Memo of Oil and Gas Lease	Judy Gayle Ward	XTO Resources I, LP	Johnson	3827/029
05/02/06	Memo of Oil and Gas Lease	Leon Hamilton Sapp and Mary Adeline Sapp, wife	XTO Resources I, LP	Johnson	3819/090
08/31/06	Oil, Gas, and Mineral Lease	Melissa A. Burdette and Victor Carrington, husband	XTO Resources I, LP	Johnson	3902/014
10/23/06	Memo of Oil and Gas Lease	Cana Baptist Church	XTO Resources I, LP	Johnson	3951/025
07/17/06	Oil, Gas, and Mineral Lease	Peggy L. Keller	Hollis R. Sullivan, Inc.	Johnson	3866/735
11/13/06	Memo of Oil and Gas Lease	Harold F. Massey and wife, Mancy Massey	Hollis R. Sullivan, Inc.	Johnson	3965/001
07/13/06	Oil, Gas, and Mineral Lease	Lena Fincher	Hollis R. Sullivan, Inc.	Johnson	3866/697
10/15/06	Oil, Gas, and Mineral Lease	Terry S. McCarty and wife, Suzanne M. McCarty	Hollis R. Sullivan, Inc.	Johnson	3934/424

3.

File No. MF 10884

Date Filed: 4/10/08

Jerry Patterson, Commissioner

By

10

BK2274PG0925

ORIGINAL

31143

PREPARED BY TERRY W BRADLEY
WITHOUT TITLE EXAMINATION

GENERAL WARRANTY DEED
(Cash)

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

THAT THE UNDERSIGNED, DORIS GRAY and MARK WATTS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) Cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto THE STATE OF TEXAS, herein referred to as "Grantee", whether one or more, the real property described on attached Exhibit "A".

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Johnson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs,

executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 21st day of ~~September~~ December, 1998.

DORIS GRAY, Grantor

MARK WATTS, Grantor

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

The foregoing instrument was acknowledged before me on the 21st day of December, 1998, by DORIS GRAY, after presenting proper photographic identification per Texas Civil Practices and Remedies Code §121.005.

Notary Public, State of Texas
Printed Name: PEGGY NEAL SAYLORS
Commission Expires: 6-22-2001

PEGGY NEAL SAYLORS
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 6-22-2001

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

The foregoing instrument was acknowledged before me on the 21st day of December, 1998, by MARK WATTS, after presenting proper photographic identification per Texas Civil Practices and Remedies Code §121.005.

PEGGY NEAL SAYLORS
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 6-22-2001

Notary Public, State of Texas
Printed Name: PEGGY NEAL SAYLORS
Commission Expires: 6-22-2001

After Recording, Return to:

_____
_____
_____

BK2274PG0928

DON W. HICKEY

ESTABLISHED 1880
BROOKES BAKER SURVEYORS
A PROFESSIONAL CORPORATION
TITLE AND TOPOGRAPHIC SURVEYING
BROOKES BAKER BUILDING - 511 EAST BLUFF STREET
817-336-7161 • FAX 336-4665
METRO 429-8119
FORT WORTH, TEXAS 76102-2200

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1965)
S.J. BAKER, CONSULTANT
FRED M. MORRIS, CONSULTANT
GARRY W. GILLEY, CONSULTANT

August 19, 1997
Page 1 of 2

Field notes for:

PARCEL 76

Part of the M.W. SANDERS SURVEY, Abstract No. 739 situated in the northeast part of Johnson County, Texas and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of the 45-606/1000 acres tract described in the deed to Doris Gray and Mark Watts recorded in volume 886, page 624 of the Deed Records of Johnson County, Texas in County Road 529, from which a 1/2" iron found at a fence corner post bears north 07 degrees-37 minutes-58 seconds west, 16-21/100 feet and then run north 07 degrees-37 minutes-58 seconds west, 16-21/100 feet to said 1/2" iron found at fence corner post, and north 89 degrees-32 minutes-04 seconds west, 299-23/100 feet to a Texas Highway Department monument and north 50 degrees-59 minutes-28 seconds west along the proposed east line of Farm To Market Road No. 3391, 77-81/100 feet to a Highway Department Monument and north 14 degrees-59 minutes-08 seconds west, continuing along said proposed east line of Farm To Market Road No. 3391 104-23/100 feet to the southerly and beginning corner of the tract being described.

Thence north 29 degrees-11 minutes-07 seconds west, along the west line of 45-606/1000 acres tract described in the deed to Doris Gray and Mark Watts recorded in volume 886, page 624 of the said Deed Records, a distance of 63-05/100 feet, to a point in a curve to the left, having a radius of 603 feet, being in the east line of 60 feet wide right of way of Colorado to Gulf Highway per 1921 plan and profile.

Thence in a northwesterly direction along the arc of said curve to the left, and said east line of Colorado to Gulf Highway, an arc length of 95-58/100 feet, to its end, the long chord of said curve to the left bears north 24 degrees-03 minutes-49 seconds west, 95-48/100 feet.

Thence north 28 degrees-36 minutes-18 seconds west, containuing along the said east line of Colorado to Gulf Highway 45-77/100 feet to the southwest corner of the tract described to William F. Manry et ux recorded in volume 957, page 432 of the said Deed Records.

EXHIBIT A
PAGE 1 OF 6

ESTABLISHED 1880
BROOKES BAKER
SURVEYORS

Field notes for: - (continued)

PARCEL 76

Thence north 60 degrees-42 minutes-08 seconds east, along the south line of the said tract to William F. Manry, 26-81/100 feet to a Highway Right Of Way Monument found in the said proposed east line of Farm To Market Road No. 3391.

Thence south 19 degrees-30 minutes-48 seconds east, continuing along the said proposed east line of Farm To Market Road No. 3391, a distance of 194-28/100 to a Highway Right of Way Monument found.

Thence south 14 degrees-59 minutes-08 seconds east, along the said proposed east line of Farm To Market Road No. 3391, a distance of 12-85/100 feet to the place of beginning and containing 2821 square feet.

The basis for bearings is south 19 degrees-30-minutes-48 seconds east, between two highway monuments found with a distance of 194-28/100 feet, per the highway right-of-way map for Farm-To-Market No. 3391.

Surveyed on the ground August, 1997.

BROOKES BAKER SURVEYORS

Don W. Hickey

Don W. Hickey

STATE OF TEXAS
REGISTERED
DON W. HICKEY
1961
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A
PAGE 2 OF 6

DON W. HICKEY

ESTABLISHED 1860
BROOKES BAKER SURVEYORS
A PROFESSIONAL CORPORATION
TITLE AND TOPOGRAPHIC SURVEYING
BROOKES BAKER BUILDING - 511 EAST BLUFF STREET
817-335-7151 • FAX 332-4665
METRO 429-6119
FORT WORTH, TEXAS 76102-2200

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1985)
S.J. BAKER, CONSULTANT
FRED M. MORRIS, CONSULTANT
DAREY W. GILLEY, CONSULTANT

August 19, 1997
Page 1 of 2

Field notes for:

PARCEL 79

Part of the M.W. SANDERS SURVEY, Abstract No. 739 situated in the northeast part of Johnson County, Texas and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of the 45-606/1000 acres tract described in the deed to Doris Gray and Mark Watts recorded in volume 886, page 624 of the Deed Records of Johnson County, Texas in County Road No. 529, from which a 1/2" iron found at a fence corner post bears north 07 degrees-37 minutes-58 seconds west, 16-21/100 feet and then run north 07 degrees-37 minutes-58 seconds west, 16-21/100 feet to said 1/2" iron found at fence corner post, and north 89 degrees-32 minutes-04 seconds west, 299-23/100 feet to a Texas Highway Department monument for an easterly and beginning corner of tract being described.

Thence north 89 degrees-32 minutes-04 seconds west, 3-84/100 feet.

Thence south 29 degrees-11 minutes-07 seconds east, 11-58/100 feet to the edge of existing asphalt of said County Road No. 529.

Thence south 89 degrees-39 minutes-50 seconds west, along said edge of existing asphalt 14-89/100 feet.

Thence north 81 degrees-00 minutes-10 seconds west, continuing along said edge of existing asphalt, 71-20/100 feet to the easterly line of a 60 feet wide right-of-way for the Colorado to Gulf Highway as shown on 1921 plan and profile.

Thence north 00 degrees-48 minutes-18 seconds west, along the said easterly right-of way line, 10-70/100 feet to the beginning of a curve to the left having a radius of 603 feet.

Thence northerly along said easterly right-of-way and said curve to the left an arc length of 196-99/100 feet, to the east line of said 45-606/1000 acres tract, the long chord of said 196-99/100 feet arc is north 10 degrees-09 minutes-51 seconds west, 196-12/100 feet.

EXHIBIT A
PAGE 3 OF 6

BK2274PG0931

ESTABLISHED 1880
BROOKES BAKER
SURVEYORS

Field notes for: - (continued)

PARCEL 79

Thence south 29 degrees-11 minutes-07 seconds east, along the east line of said 45-606/1000 acres tract 63-06/100 feet to the proposed right-of-way line of Farm-To-Market Road 3391.

Thence south 14 degrees-59 minutes-08 seconds east, continuing along the said proposed east right-of-way line of Farm-to-Market Road 3391, a distance of 104-23/100 feet to highway department monument.

Thence south 50 degrees-59 minutes-28 seconds east, along the proposed east right-of-way line of Farm-To-Market Road No. 3391, a distance of 77-81/100 feet to the place of beginning containing 5256 square feet.

The basis for bearings is south 19 degrees-30 minutes-48 seconds east, between two highway monuments found with a distance of 194-28/100 feet, per the highway right-of-way map for Farm-To-Market No. 3391.

Surveyed on the ground August, 1997

BROOKES BAKER SURVEYORS

Don W. Hickey

Don W. Hickey

STATE OF TEXAS
REGISTERED
DON W. HICKEY
1961
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A
PAGE 4 OF 6

BK2274PG0932

DON W. HICKEY

ESTABLISHED 1880
BROOKES BAKER SURVEYORS
A PROFESSIONAL CORPORATION
TITLE AND TOPOGRAPHIC SURVEYING
BROOKES BAKER BUILDING - 511 EAST BLUFF STREET
817-335-7151 - FAX 332-4665
METRO 429-6119
FORT WORTH, TEXAS 76102-2200

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1985)
S.J. BAKER, CONSULTANT
FRED M. MORRIS, CONSULTANT
GAREY W. GILLEY, CONSULTANT

December 22, 1998
Page 1 of 2

Field notes for:

Part of the M.W. SANDERS SURVEY, Abstract No. 739, situated in the northeast part of Johnson County, Texas and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of the 45-606/1000 acres tract described in the deed to Doris Gray and Mark Watts recorded in volume 886, page 624 of the Deed Records of Johnson County, Texas in County Road No. 529, from which a ½" iron found at a fence corner post bears north 07 degrees-37 minutes-58 seconds west, 16-21/100 feet and then run north 07 degrees-37 minutes-58 seconds west, 16-21/100 feet to said ½" iron found at fence corner post, north 89 degrees-32 minutes-04 seconds west, 299-23/100 feet to a Texas Highway Department monument, north 89 degrees-32 minutes-04 seconds west, 3-84/100 feet, south 29 degrees-11 minutes-07 seconds east, 11-58/100 feet to the edge of existing asphalt of said County Road No. 529, south 89 degrees-39 minutes-50 seconds west, along said edge of existing asphalt 14-89/100 feet, north 81 degrees-00 minutes-10 seconds west, continuing along said edge of existing asphalt, 71-20/100 feet to the easterly line of a 60 feet wide right-of-way for the Colorado to Gulf Highway as shown on 1921 plan and profile fro the southerly and beginning corner of tract beang described.

Thence north 51 degrees-05 minutes-48 seconds west, 14-34/100 feet to the beginning of a curve to the right having a radius of 50 feet.

Thence northwesterly along said curve to the right an arc length of 33-51/100 feet, the long chord of said 33-51/100 feet arc is north 31 degrees-53 minutes-57 seconds west, 32-88/100 feet.

Thence north 12 degrees-25 minutes-25 seconds west, 119-40/100 feet.

Thence south 75 degrees-47 minutes-11 seconds east, 23-53/100 feet.

Thence north 79 degrees-31 minutes-06 seconds east, 13-12/100 feet to the beginning of a curve to the right having a radius of 603 feet.

Thence southerly along said curve to the right an arc length of 140-95/100 feet, the long chord of said 140-95/100 feet arc is south 07 degrees-30 minutes-07 seconds east, 140-63/100 feet.

Thence south 00 degrees-48 minutes-18 seconds east, 10-71/100 feet to a point to the place of beginning and containing 4387 square feet.

EXHIBIT A
PAGE 5 OF 6

BK2274PG0933

ESTABLISHED 1880
BROOKES BAKER
SURVEYORS

December 22, 1998
Page 2 of 2

Field notes for:- (continued)

The basis for bearings is south 19 degrees-30 minutes-48 seconds east, between two highway monuments found with a distance of 194-28/100 feet, per the highway right-of-way map for Farm-To-Market Road No. 3391.

Surveyed on the ground August, 1997

BROOKES BAKER SURVEYORS

Don W. Hickey

STATE OF TEXAS
REGISTERED
DON W. HICKEY
1991
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A
PAGE 6 OF 6

WARNING — THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 11:38 **AM/PM**

DEC 31 1998

County Clerk Johnson County
By _____ **Deputy**

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

Exhibit "J"

J. E. Beene Et Al to Johnson County (Warranty Deed)

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

KNOW ALL MEN BY THESE PRESENTS:

That We, J. E. Beene, Liddie Pope, W.R.Beene and Estel Beene ~~xxxxx~~ ~~xxx~~ ~~wife~~, ~~xxxxxxx~~, in consideration of the sum of one hundred twenty-five Dollars, to us in hand paid by JOHNSON COUNTY, TEXAS, and other valuable considerations the receipt of which is here acknowledged, have this day Granted, Bargained, Sold and conveyed, and by these presents do grant, bargain, sell and convey unto said Johnson County, Texas, one of the municipal corporations, County, of the State of Texas, all that certain tract, lot or parcel of land situated in Johnson County, Texas, and described as follows, to-wit:

Being a strip of land sixty feet in width out of the Russell & M.W.Sanders survey, and out of lands now owned by us as shown and described in the field notes of that certain plan and profile of proposed State Highway in Johnson County, Texas known as the Colorado to Gulf Highway, from the town of Burleson to the town of Alvarado and from the town of Alvarado to the town of Grandview and from the town of Grandview to the north line of Hill County, said plan and profile having been reported by R. O. Whiteaker, County Engineer, to the County Commissioners' Court of Johnson County, Texas and by said Court approved and ordered filed, and by the Clerk of the County Court of said County, actually filed on the 29th day of June, A. D. 1921, it being intended to convey herein unto said Johnson County any and all lands whatsoever owned by us in said Johnshn County, Texas actually traversed and occupied by said road in said County for the purposes of a public road of the first class for said County forever.

And we, the said grantors, do hereby waive notice to us or either of us of the laying out of said public road and of the taking of said land and of the assessment of damages therefor, and all rights we may have under the constitution and laws of the State, and acknowledge full compensation and satisfaction paid for said land. And that such road as above described may be laid out.

TO HAVE AND TO HOLD the above described land and premises unto said Johnson County forever, and we do hereby Warrant and agree to Defend unto the said Johnson County the title to said land against the claim or claims of any and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand this the 16th day of July A.D.1921

J. E. Beene Liddie Pope

W. R. Beene Estel Beene

STATE OF TEXAS }
COUNTY OF JOHNSON } BEFORE ME, Jay Laramore, a Notary Public in and for Johnson County, Texas, on this day personally appeared J. E. Beene and Liddie Pope known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of July A. D. 1921.

(SEAL) Jay Laramore, Notary Public
Johnson County, Texas

STATE OF TEXAS }
COUNTY OF JOHNSON } BEFORE ME, E. L. Shelton, a Notary Public in and for Johnson County Texas, on this day personally appeared Estel Beene & W. R. Beene known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26 day of July A. D. 1921.

(SEAL) E. L. Shelton, Notary Public
Johnson County, Texas

Filed for record Sept. 6, 1921 at 10:30 A. M. and recorded Sept. 10, 1921 at 10:30 A. M.

Roy L. Doak, County Clerk
Johnson County, Texas

By Mamie Wiseman Deputy

-----ooOoo-------

4.

File No. MF 108884

Deed

Date Filed: 4/10/08

Jerry Patterson, Commissioner

By

4-10-08

019120

BK 3802 PG 0349

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.

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that, Agron Iljazi and Manushaqe Hodza, whose address is 2475 East Renfro, Burleson, TX 76028, as Lessor(s) has executed and delivered to XTO Resources I, LP, whose address is 810 Houston Street, Fort Worth, TX 76102, as Lessee, a certain Oil and Gas Lease dated April 26, 2006, covering the following described lands located in Johnson County, Texas, to-wit:

Being a 3.94 acre tract of land out of the M.W. Sanders Survey, Abstract 793, Johnson County, Texas, and being more particularly described by metes and bounds in Warranty Deed dated March 7, 2005, from Abduraman K. Kaba and wife, Amdije Kaba, to Agron Iljazi and Manushaqe Hodza, as recorded in Volume 3491, Page 373, of the Official County records of Johnson County, Texas.

Said Oil and Gas Lease is for a Primary Term of Two (2) year(s) and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and is hereby made a part by reference and adoption as if copied herein in full.

EXECUTED this 5 day of May, 2006.

x _____
Agron Iljazi

x _____
Manushaqe Hodza

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on May 5, 2006 by Agron Iljazi and Manushaqe Hodza

DAVID M. STRICKLIN
Notary Public, State of Texas
My Commission Expires
February 07, 2010

Notary Signature: _____

Printed Name: David M. Stricklin

Notary Public, State of Texas

My Commission Expires Feb 7, 2010

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

_____ on behalf of the corporation.

Notary Signature: _____

Printed Name: _____

Notary Public, State of _____

My Commission Expires _____

21.014

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4.10.08

BK 3802 PG 0350

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Filed For Record 9:32 AM ☑ PM ☐

MAY 12 2006

County Clerk Johnson County
By _____ Deputy

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

00.014

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4.10.08

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.

Renfro

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 26th day of April, 20 06, between Agron Iljazi and Manushage Hodza, Lessor (whether one or more) whose address is 2475 East Renfro, Burleson, TX 76028 and XTO Resources I, LP, Lessee, whose address is 810 Houston Street, Fort Worth, Texas 76102, WITNESSETH:

1. Lessor in consideration of ten or more dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling, and mining for and producing oil, gas, (including all gases, liquid hydrocarbons, and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic, and geophysical tests and surveys, injecting gas, water, and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees, and building roads, tanks, power stations, telephone, lines, and other structures thereon to produce, save, take care of, treat, transport, and own said products; which lands are located in Johnson County, Texas, and described as follows:

See Exhibit "A"

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 3.94 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 2 years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following; preparing drillsite location and/or access road, 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, or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges, (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casing head gas, or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating, and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in-kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said land, whether or not owned by Lessor, and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas, and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the Pay Direct to Lessor at above address Bank at (which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said Land or shut-in royalty payments) a sum determined by multiplying one dollar (1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in, or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee 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 flowline, 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 Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) 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 royalty or 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.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in Lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in Lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. 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 5 with consequent allocation of production as herein provided. As used in this paragraph 5, 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 said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the Land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such

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operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area shall be considered for all purposes, except the payment of royalties as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises, which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land and without Lessor's consent.

9. The rights of either party hereunder may be assigned whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U.S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby; nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. 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 ninety (90) 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. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State Law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

14. As a result of land development in the vicinity of the lease premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the lease premises or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the lease premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the lease premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in the lease, except as expressly stated.

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

x _____
Agron Iljazi — LESSOR

x _____
Manushaqe Hodza — LESSOR

_____
LESSOR

_____
LESSOR

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on May 5, 2006 by Agron Iljazi and Manushaqe Hodza

DAVID M. STRICKLIN
Notary Public, State of Texas
My Commission Expires
February 07, 2010

Notary Signature: _____
Printed Name: DAVID M. STRICKLIN
Notary Public, State of TEXAS
My Commission Expires Feb 7, 2010

00.014

EXHIBIT "A" to Oil, Gas and Mineral Lease, April 26, 2006, between Agron Iljazi and Manushaqe Hodza as Lessor, and XTO RESOURCES I, LP, as Lessee.

This Exhibit "A" is a part of that certain Oil, Gas and Mineral Lease identified above by date and parties covering 3.94 acre tract of land out of the M.W. Sanders Survey, Abstract 793, Johnson County, Texas, to the same extent as if the provisions hereof had originally been written in said lease. In the event of a conflict between the lease provisions and the provisions provided in this Exhibit "A," the provisions of this Exhibit "A" shall be binding.

14. AGREEMENTS AND PROVISIONS. The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. SURFACE USE PROHIBITION: It is hereby agreed that this is a non-surface use agreement and that Lessee does not receive by virtue of execution of this Lease, any rights of ingress and egress upon the surface of the Leased Premises (or any portion thereof) for drilling or any other purpose without the separate written consent of Lessor.

16. LEASED PREMISES. Lessor and Lessee do hereby agree and stipulate that the "leased premises," as described in Paragraph 1 of the lease is described as follows:

Being a 3.94 acre tract of land out of the M.W. Sanders Survey, Abstract 793, Johnson County, Texas, and being more particularly described by metes and bounds in Warranty Deed dated March 7, 2005, from Abduraman K. Kaba and wife, Amdije Kaba, to Agron Iljazi and Manushaqe Hodza, as recorded in Volume 3491, Page 373, of the Official County records of Johnson County, Texas.

17. OIL & GAS ONLY/EXCLUDED MINERALS. Notwithstanding anything herein to the contrary, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from said lands separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

18. ROYALTY. It is understood and agreed that wherever the designation "one-eighth" or "one-tenth" in relation to royalty appears in Paragraph 3 hereof, the same shall be deleted and the designation "25%" shall be substituted therefor.

19. COST FREE ROYALTY. Lessor's royalty shall be calculated free and clear of costs and expenses of exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the said lands or prior to delivery into a pipeline or gathering system, whichever occurs first. In addition to the payment of Lessor's royalty, Lessee shall pay all post-production costs. For the purposes of this paragraph, "post-production costs" means all costs incurred by Lessee, its successors or assigns, prior to its final sale of oil, gas and other minerals or substances covered by this lease including, but not limited to costs for storing, gathering, compression, treatment, processing, transportation, dehydration and marketing. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes.

20. SHUT-IN ROYALTY. It is understood and agreed that the wherever the phrase "a sum determined by multiplying one dollar ($1.00) per acre for each acre then covered by this lease" appears in Paragraph 4 of this Lease in relation to shut-in royalty, the same shall be deleted and the phrase "a sum determined by multiplying twenty-five dollars ($25.00) per acre for each acre then covered by this lease" shall be substituted therefor. It is expressly provided that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in gas royalties for any single period of more than two successive years or 4 years in the aggregate.

21. MINIMUM ACREAGE TO BE POOLED. In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, then one hundred percent (100%) of the leased premises shall be pooled or unitized.

22. PUGH CLAUSE (VERTICAL). It is understood and agreed upon the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, this lease shall terminate as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on said lands or on lands pooled therewith, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands or on lands

pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

23. OFFSET WELL PROVISION. It is understood and agreed that Paragraph 7 hereof is modified by deleting the sixth sentence and substituting the following therefor: "If during the term of this lease, a well or wells should be drilled and completed as a producer of oil and gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of or draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists."

24. RELEASE. It is understood and agreed that upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease.

25. INDEMNITY. Lessee hereby releases and discharges Lessor, its officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands or lands pooled therewith, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on said lands or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands or lands pooled therewith; those arising from Lessee's use of the surface of said lands or lands pooled therewith; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Lease or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above.

26. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations in the Barnett Shale in Johnson County, Texas and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

27. NO WARRANTY. This lease is made by Lessor without express or implied warranty or covenant of title. All warranties which might arise by common law or by statute, including but not limited to § 5.023 of the Texas Property Code (or its successor) are excluded.

28. VENUE. Venue for the enforcement of the terms and provisions of this lease will lie in Johnson County, Texas.

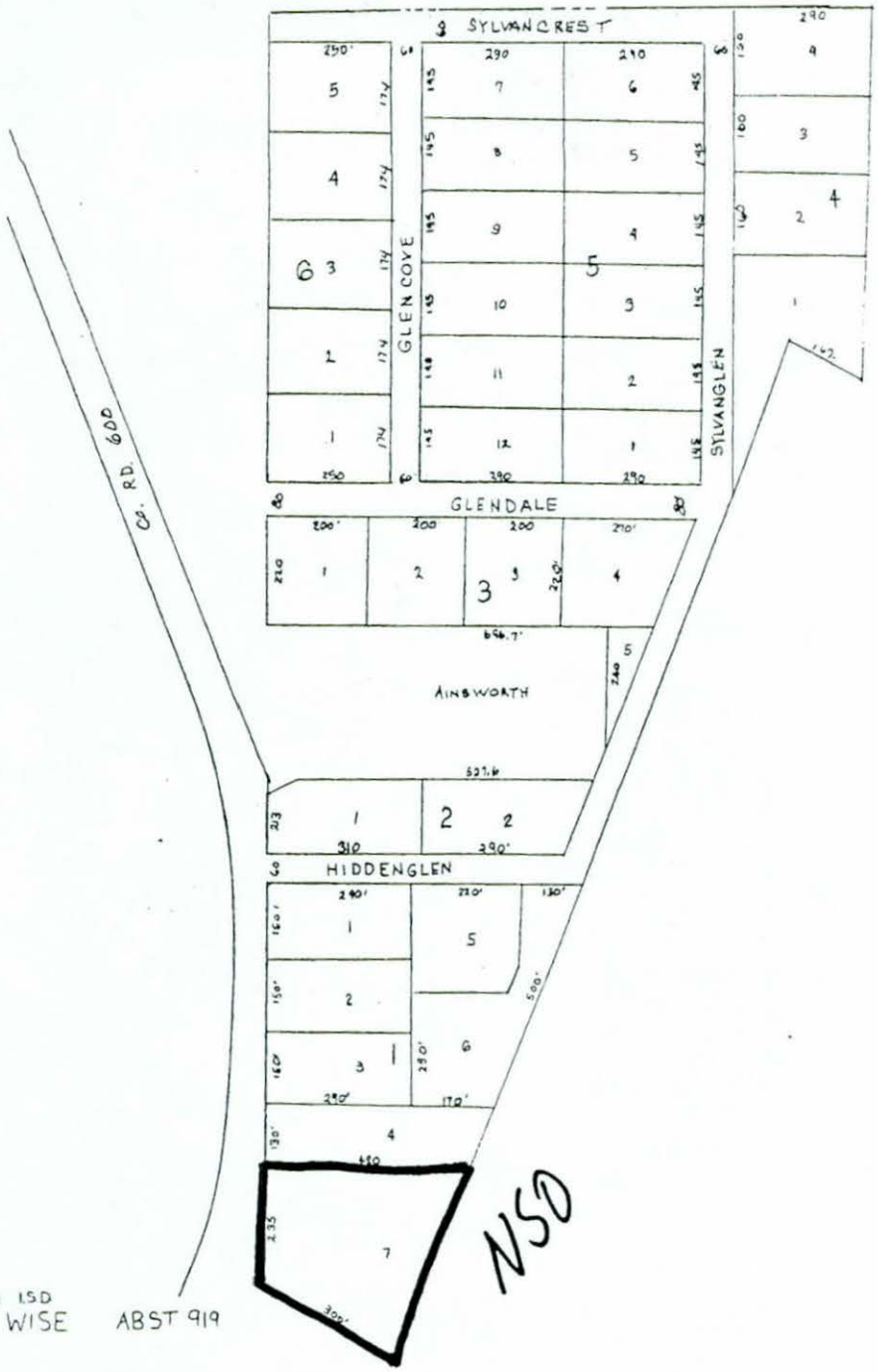
29. ACCEPTANCE OF TERMS BY LESSEE'S ASSIGNS. Any party acquiring an interest in this lease, by any form of assignment, contract, agreement, or sublease, shall be bound by all of the terms and provisions of this lease to the same extent as the Lessee is bound. Any assignment, contract, agreement, or sublease of all or any part or interest in this lease shall provide that it is made subject to the terms and provisions of this lease and the party to each assignment, contract, agreement, or sublease, accepts the same, subject to all the terms and provisions of this lease.

30. MEMORANDUM OF LEASE. It is understood and agreed that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

SIGNED FOR IDENTIFICATION PURPOSES

AGRON ILLJAZI, Lessor

MANUSHAQE HODZA, Lessor



AGRON ILJAZI & MANUSHAGE HODZA

3.94 AC 1021-0228-00 2 of 2

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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.

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that, Eddie L. Mahan and Letetia T. Mahan, wife, whose address is 2455 East Renfro Street, Burleson, TX 76028, as Lessor(s) has executed and delivered to XTO Resources I, LP, whose address is 810 Houston Street, Fort Worth, TX 76102, as Lessee, a certain Oil and Gas Lease dated May 1, 2006, covering the following described lands located in Johnson County, Texas, to-wit:

Being a 0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 3, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed, dated September 13, 1991, from William F. Manry and wife, Joann Manry, to Eddie L. Mahan and wife, Letetia T. Mahan, as recorded in Volume 1575, Page 719, of the Official County records of Johnson County, Texas.

Said Oil and Gas Lease is for a Primary Term of Two (2) year(s) and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and is hereby made a part by reference and adoption as if copied herein in full.

EXECUTED this 15th day of May, 2006.

x Eddie L. Mahan
Eddie L. Mahan

x Letetia T. Mahan
Letetia T. Mahan

STATE OF TEXAS

COUNTY OF NACOGDOCHES

This instrument was acknowledged before me on May 15, 2006 by Eddie L. Mahan and Letetia T. Mahan

PEGGY PETTY
Notary Public, State of Texas
My Commission Expires
April 22, 2007

Notary Signature: Peggy Petty
Printed Name: Peggy Petty
Notary Public, State of Texas
My Commission Expires 04-22-2007

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____ on behalf of the corporation.

Notary Signature: _____
Printed Name: _____
Notary Public, State of _____
My Commission Expires _____

4.07.4

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4-10-08

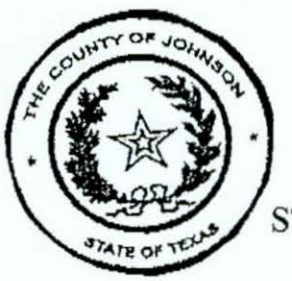
BK 3831 PG 0904

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 1:33 AM ☐ PM ☑

JUN 19 2006

County Clerk Johnson County
By md Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

21.014

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4.10.08

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.

Renfro

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 1st day of May, 20 06, between Eddie L. Mahan and Letetia T. Mahan, wife, Lessor (whether one or more) whose address is 2455 East Renfro Street, Burleson, TX 76028 and XTO Resources I, LP, Lessee, whose address is 810 Houston Street, Fort Worth, Texas 76102; WITNESSETH:

1. Lessor in consideration of ten or more dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling, and mining for and producing oil, gas, (including all gases, liquid hydrocarbons, and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic, and geophysical tests and surveys, injecting gas, water, and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees, and building roads, tanks, power stations, telephone, lines, and other structures thereon to produce, save, take care of, treat, transport, and own said products; which lands are located in Johnson County, Texas, and described as follows:

See Exhibit "A"

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 1.00 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 2 years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following; preparing drillsite location and/or access road, 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, or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges, (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casing head gas, or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating, and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in-kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said land, whether or not owned by Lessor, and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas, and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the ___Pay Direct to Lessor at above address___Bank at _____(which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said Land or shut-in royalty payments) a sum determined by multiplying one dollar (1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in, or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee 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 flowline, 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 Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) 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 royalty or 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.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in Lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in Lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. 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 5 with consequent allocation of production as herein provided. As used in this paragraph 5, 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 said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the Land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such

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operations were commenced or such production was secured before or after of this lease or the date of the instrument designating the unitized area shall be con ir all purposes, except the payment of royalties as operations on or production of oil or gas . d Land whether or not the well or wells be located on said Land. Royalties payabl ie unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises, which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land and without Lessor's consent.

9. The rights of either party hereunder may be assigned whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U.S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. 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 ninety (90) 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. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State Law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

14. As a result of land development in the vicinity of the lease premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the lease premises or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the lease premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the lease premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in the lease, except as expressly stated.

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

x Eddie L. Mahan LESSOR
Eddie L. Mahan

x Letetia T. Mahan LESSOR
Letetia T. Mahan

LESSOR

LESSOR

STATE OF TEXAS
COUNTY OF ~~JOHNSON~~ NACOGDOCHES

This instrument was acknowledged before me on May 15, 2004 by Eddie L. Mahan and Letetia T. Mahan

Notary Signature: Peggy Petty
Printed Name: Peggy Petty
Notary Public, State of TEXAS
My Commission Expires 04-22-2007

PEGGY PETTY
Notary Public, State of Texas
My Commission Expires
April 22, 2007

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EXHIBIT "A" to Oil, Gas and Mineral Lease, May 1, 2006, between Eddie L. Mahan and Letetia T. Mahan, wife, as Lessor, and XTO RESOURCES I, LP, as Lessee.

This Exhibit "A" is a part of that certain Oil, Gas and Mineral Lease identified above by date and parties covering 0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, to the same extent as if the provisions hereof had originally been written in said lease. In the event of a conflict between the lease provisions and the provisions provided in this Exhibit "A," the provisions of this Exhibit "A" shall be binding.

14. AGREEMENTS AND PROVISIONS. The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. SURFACE USE PROHIBITION: It is hereby agreed that this is a non-surface use agreement and that Lessee does not receive by virtue of execution of this Lease, any rights of ingress and egress upon the surface of the Leased Premises (or any portion thereof) for drilling or any other purpose without the separate written consent of Lessor.

16. LEASED PREMISES. Lessor and Lessee do hereby agree and stipulate that the "leased premises," as described in Paragraph 1 of the lease is described as follows:

Being a 0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 3, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed, dated September 13, 1991, from William F. Manry and wife, Joann Manry, to Eddie L. Mahan and wife, Letetia T. Mahan, as recorded in Volume 1575, Page 719, of the Official County records of Johnson County, Texas.

17. OIL & GAS ONLY/EXCLUDED MINERALS. Notwithstanding anything herein to the contrary, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from said lands separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

18. ROYALTY. It is understood and agreed that wherever the designation "one-eighth" or "one-tenth" in relation to royalty appears in Paragraph 3 hereof, the same shall be deleted and the designation "25%" shall be substituted therefor.

19. COST FREE ROYALTY. Lessor's royalty shall be calculated free and clear of costs and expenses of exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the said lands or prior to delivery into a pipeline or gathering system, whichever occurs first. In addition to the payment of Lessor's royalty, Lessee shall pay all post-production costs. For the purposes of this paragraph, "post-production costs" means all costs incurred by Lessee, its successors or assigns, prior to its final sale of oil, gas and other minerals or substances covered by this lease including, but not limited to costs for storing, gathering, compression, treatment, processing, transportation, dehydration and marketing. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes.

20. SHUT-IN ROYALTY. It is understood and agreed that the wherever the phrase "a sum determined by multiplying one dollar ($1.00) per acre for each acre then covered by this lease" appears in Paragraph 4 of this Lease in relation to shut-in royalty, the same shall be deleted and the phrase "a sum determined by multiplying twenty-five dollars ($25.00) per acre for each acre then covered by this lease" shall be substituted therefor. It is expressly provided that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in gas royalties for any single period of more than two successive years or 4 years in the aggregate.

21. MINIMUM ACREAGE TO BE POOLED. In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, then one hundred percent (100%) of the leased premises shall be pooled or unitized.

22. PUGH CLAUSE (VERTICAL). It is understood and agreed upon the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, this lease shall terminate as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on said lands or on lands pooled therewith, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands or on lands

pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

23. OFFSET WELL PROVISION. It is understood and agreed that Paragraph 7 hereof is modified by deleting the sixth sentence and substituting the following therefor: "If during the term of this lease, a well or wells should be drilled and completed as a producer of oil and gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of or draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists."

24. RELEASE. It is understood and agreed that upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease.

25. INDEMNITY. Lessee hereby releases and discharges Lessor, its officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands or lands pooled therewith, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on said lands or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands or lands pooled therewith; those arising from Lessee's use of the surface of said lands or lands pooled therewith; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Lease or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above.

26. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations in the Barnett Shale in Johnson County, Texas and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

27. NO WARRANTY. This lease is made by Lessor without express or implied warranty or covenant of title. All warranties which might arise by common law or by statute, including but not limited to § 5.023 of the Texas Property Code (or its successor) are excluded.

28. VENUE. Venue for the enforcement of the terms and provisions of this lease will lie in Johnson County, Texas.

29. ACCEPTANCE OF TERMS BY LESSEE'S ASSIGNS. Any party acquiring an interest in this lease, by any form of assignment, contract, agreement, or sublease, shall be bound by all of the terms and provisions of this lease to the same extent as the Lessee is bound. Any assignment, contract, agreement, or sublease of all or any part or interest in this lease shall provide that it is made subject to the terms and provisions of this lease and the party to each assignment, contract, agreement, or sublease, accepts the same, subject to all the terms and provisions of this lease.

30. MEMORANDUM OF LEASE. It is understood and agreed that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

SIGNED FOR IDENTIFICATION PURPOSES

Eddie L. Mahan
EDDIE L. MAHAN, Lessor

Letetia T. Mahan
LETETIA T. MAHAN, Lessor

023757

BK3827PG0829

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.

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that, Judy Gayle Ward, a single woman whose address is 2425 East Renfro Street, Burleson, TX 76028, as Lessor(s) has executed and delivered to XTO Resources I, LP, whose address is 810 Houston Street, Fort Worth, TX 76102, as Lessee, a certain Oil and Gas Lease dated May 2, 2006, covering the following described lands located in Johnson County, Texas, to-wit:

1.00 acre, more or less, being out of the W.T. Wise Survey, Abstract No. 919, Johnson County, Texas, and being more particularly described as Lot 2, Block 1, Hidden Glen Addition, an unrecorded subdivision in that certain Warranty Deed dated August 28, 1985 from Busch Properties, Inc. to Darrell G. Ward and wife Judy Ward filed at Volume 1137, Page 686 of the Deed Records of Johnson County, Texas.

Said Oil and Gas Lease is for a Primary Term of Two (2) year(s) and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and is hereby made a part by reference and adoption as if copied herein in full.

EXECUTED this 18th day of May, 2006.

x Judy Gayle Ward
Judy Gayle Ward

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on May 18, 2006 by Judy Gayle Ward

DAVID M. STRICKLIN
Notary Public, State of Texas
My Commission Expires
February 07, 2010

Notary Signature:

Printed Name: David M. Stricklin

Notary Public, State of Texas

My Commission Expires Feb 7, 2010

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

_____ on behalf of the corporation.

Notary Signature: _____

Printed Name: _____

Notary Public, State of _____

My Commission Expires _____

90.00

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4-10-08

BK 3827 PG 0030

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 902 AM ☑ PM ☐

JUN 13 2006

County Clerk, Johnson County
By DP Deputy

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

00.07.4

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4.10.08

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.

Renfro

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 2nd day of May, 20 06, between Judy Gayle Ward, a single woman, Lessor (whether one or more) whose address is 2425 East Renfro Street, Burleson, TX 76028 and XTO Resources I, LP, Lessee, whose address is 810 Houston Street, Fort Worth, Texas 76102; WITNESSETH:

1. Lessor in consideration of ten or more dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling, and mining for and producing oil, gas, (including all gases, liquid hydrocarbons, and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic, and geophysical tests and surveys, injecting gas, water, and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees, and building roads, tanks, power stations, telephone, lines, and other structures thereon to produce, save, take care of, treat, transport, and own said products; which lands are located in Johnson County, Texas, and described as follows:

See Exhibit "A"

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 1.00 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 2 years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following; preparing drillsite location and/or access road, 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, or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges, (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casing head gas, or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating, and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in-kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said land, whether or not owned by Lessor, and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas, and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the Pay Direct to Lessor at above address Bank at _____ (which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said Land or shut-in royalty payments) a sum determined by multiplying one dollar (1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in, or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee 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 flowline, 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 Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) 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 royalty or 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.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in Lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in Lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. 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 5 with consequent allocation of production as herein provided. As used in this paragraph 5, 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 said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the Land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such

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operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area shall be considered for all purposes, except the payment of royalties as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises, which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land and without Lessor's consent.

9. The rights of either party hereunder may be assigned whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U.S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby; nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. 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 ninety (90) 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. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State Law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

14. As a result of land development in the vicinity of the lease premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the lease premises or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the lease premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the lease premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in the lease, except as expressly stated.

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

x Judy Gayle Ward
LESSOR

Judy Gayle Ward

LESSOR

LESSOR

LESSOR

LESSOR

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on May 18, 2006 by Judy Gayle Ward

DAVID M. STRICKLIN
Notary Public, State of Texas

Notary Signature: David M. Strickl
Printed Name: David M. Strickl
Notary Public, State of Texas
My Commission Expires Feb 7, 2010

00-014

EXHIBIT "A" to Oil, Gas and Mineral Lease, May 2, 2006, between Judy Gayle Ward, a single woman, as Lessor, and XTO RESOURCES I, LP, as Lessee.

This Exhibit "A" is a part of that certain Oil, Gas and Mineral Lease identified above by date and parties covering 1.00 acre, more or less, being out of the W.T. Wise Survey, Abstract No. 919, Johnson County, Texas, to the same extent as if the provisions hereof had originally been written in said lease. In the event of a conflict between the lease provisions and the provisions provided in this Exhibit "A," the provisions of this Exhibit "A" shall be binding.

14. AGREEMENTS AND PROVISIONS. The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. SURFACE USE PROHIBITION: It is hereby agreed that this is a non-surface use agreement and that Lessee does not receive by virtue of execution of this Lease, any rights of ingress and egress upon the surface of the Leased Premises (or any portion thereof) for drilling or any other purpose without the separate written consent of Lessor.

16. LEASED PREMISES. Lessor and Lessee do hereby agree and stipulate that the "leased premises," as described in Paragraph 1 of the lease is described as follows:

1.00 acre, more or less, being out of the W.T. Wise Survey, Abstract No. 919, Johnson County, Texas, and being more particularly described as Lot 2, Block 1, Hidden Glen Addition, an unrecorded subdivision in that certain Warranty Deed dated August 28, 1985 from Busch Properties, Inc. to Darrell G. Ward and wife Judy Ward filed at Volume 1137, Page 686 of the Deed Records of Johnson County, Texas.

17. OIL & GAS ONLY/EXCLUDED MINERALS. Notwithstanding anything herein to the contrary, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from said lands separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

18. ROYALTY. It is understood and agreed that wherever the designation "one-eighth" or "one-tenth" in relation to royalty appears in Paragraph 3 hereof, the same shall be deleted and the designation "25%" shall be substituted therefor.

19. COST FREE ROYALTY. Lessor's royalty shall be calculated free and clear of costs and expenses of exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the said lands or prior to delivery into a pipeline or gathering system, whichever occurs first. In addition to the payment of Lessor's royalty, Lessee shall pay all post-production costs. For the purposes of this paragraph, "post-production costs" means all costs incurred by Lessee, its successors or assigns, prior to its final sale of oil, gas and other minerals or substances covered by this lease including, but not limited to costs for storing, gathering, compression, treatment, processing, transportation, dehydration and marketing. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes.

20. SHUT-IN ROYALTY. It is understood and agreed that the wherever the phrase "a sum determined by multiplying one dollar ($1.00) per acre for each acre then covered by this lease" appears in Paragraph 4 of this Lease in relation to shut-in royalty, the same shall be deleted and the phrase "a sum determined by multiplying twenty-five dollars ($25.00) per acre for each acre then covered by this lease" shall be substituted therefor. It is expressly provided that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in gas royalties for any single period of more than two successive years or 4 years in the aggregate.

21. MINIMUM ACREAGE TO BE POOLED. In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, then one hundred percent (100%) of the leased premises shall be pooled or unitized.

22. PUGH CLAUSE (VERTICAL). It is understood and agreed upon the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, this lease shall terminate as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on said lands or on lands pooled therewith, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands or on lands

pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

23. OFFSET WELL PROVISION. It is understood and agreed that Paragraph 7 hereof is modified by deleting the sixth sentence and substituting the following therefor: "If during the term of this lease, a well or wells should be drilled and completed as a producer of oil and gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of or draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists."

24. RELEASE. It is understood and agreed that upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease.

25. INDEMNITY. Lessee hereby releases and discharges Lessor, its officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands or lands pooled therewith, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on said lands or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands or lands pooled therewith; those arising from Lessee's use of the surface of said lands or lands pooled therewith; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Lease or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above.

26. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations in the Barnett Shale in Johnson County, Texas and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

27. NO WARRANTY. This lease is made by Lessor without express or implied warranty or covenant of title. All warranties which might arise by common law or by statute, including but not limited to § 5.023 of the Texas Property Code (or its successor) are excluded.

28. VENUE. Venue for the enforcement of the terms and provisions of this lease will lie in Johnson County, Texas.

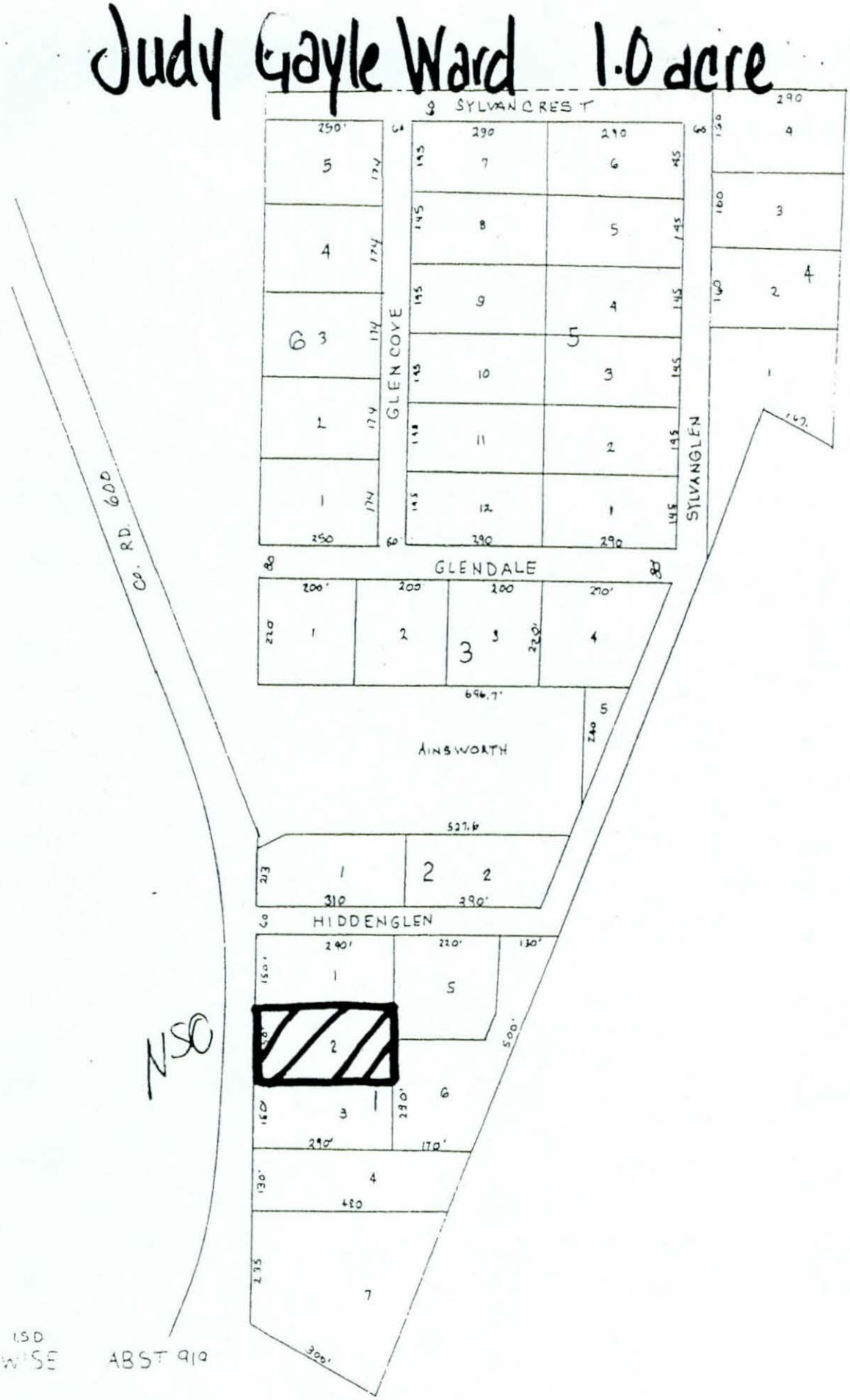
29. ACCEPTANCE OF TERMS BY LESSEE'S ASSIGNS. Any party acquiring an interest in this lease, by any form of assignment, contract, agreement, or sublease, shall be bound by all of the terms and provisions of this lease to the same extent as the Lessee is bound. Any assignment, contract, agreement, or sublease of all or any part or interest in this lease shall provide that it is made subject to the terms and provisions of this lease and the party to each assignment, contract, agreement, or sublease, accepts the same, subject to all the terms and provisions of this lease.

30. MEMORANDUM OF LEASE. It is understood and agreed that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

SIGNED FOR IDENTIFICATION PURPOSES

JUDY GAYLE WARD, Lessor

Judy Gayle Ward 1.0 acre



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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.

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that, Leon Hamilton Sapp and Mary Adeline Sapp, wife, whose address is 2405 East Renfro Street, Burleson, TX 76028, as Lessor(s) has executed and delivered to XTO Resources I, LP, whose address is 810 Houston Street, Fort Worth, TX 76102, as Lessee, a certain Oil and Gas Lease dated May 2, 2006, covering the following described lands located in Johnson County, Texas, to-wit:

Being a 0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 1, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed dated November 24, 1982, from El Cerro Homes, to Leon Hamilton Sapp and Mary Adeline Sapp, husband and wife, as recorded in Volume 919, Page 554, of the Official County records of Johnson County, Texas.

Said Oil and Gas Lease is for a Primary Term of Two (2) year(s) and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and is hereby made a part by reference and adoption as if copied herein in full.

EXECUTED this 15 day of May, 2006.

x _____
Leon Hamilton Sapp

x _____
Mary Adeline Sapp

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on May 15, 2006 by Leon Hamilton Sapp and Mary Adeline Sapp

DAVID M. STRICKLIN
Notary Public, State of Texas
My Commission Expires
February 07, 2010

Notary Signature: _____

Printed Name: David M. Stricklin

Notary Public, State of TEXAS

My Commission Expires Feb 7, 2010

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

_____ on behalf of the corporation.

Notary Signature: _____

Printed Name: _____

Notary Public, State of _____

My Commission Expires _____

After Recording Return to:
Texhoma Land Consultants, Inc
770 W. Rock Creek Rd., Ste 11
Norman, OK 73069

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4-30-08

BK 3819760091

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 1:39 AM ☐ PM ☒

JUN 01 2006

County Clerk Johnson County
By _____ Deputy

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

20.01.4

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4-10-08

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.

Renfro

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 2nd day of May, 20 06, between Leon Hamilton Sapp and Mary Adeline Sapp, wife, Lessor (whether one or more) whose address is 2405 East Renfro Street, Burleson, TX 76028 and XTO Resources I, LP, Lessee, whose address is 810 Houston Street, Fort Worth, Texas 76102; WITNESSETH:

1. Lessor in consideration of ten or more dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling, and mining for and producing oil, gas, (including all gases, liquid hydrocarbons, and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic, and geophysical tests and surveys, injecting gas, water, and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees, and building roads, tanks, power stations, telephone, lines, and other structures thereon to produce, save, take care of, treat, transport, and own said products; which lands are located in Johnson County, Texas, and described as follows:

See Exhibit "A"

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 0.99862 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 2 years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following: preparing drillsite location and/or access road, 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, or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges, (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casing head gas, or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating, and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in-kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said land, whether or not owned by Lessor, and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas, and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the Pay Direct to Lessor at above address Bank at (which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said Land or shut-in royalty payments) a sum determined by multiplying one dollar (1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in, or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee 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 flowline, 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 Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) 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 royalty or 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.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in Lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in Lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. 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 5 with consequent allocation of production as herein provided. As used in this paragraph 5, 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 said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the Land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such

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operations were commenced or such production was secured before or a[illegible] date of this lease or the date of the instrument designating the unitized area shall be [illegible]ed for all purposes, except the payment of royalties as operations on or production of oil or [illegible] said Land whether or not the well or wells be located on said Land. Royalties pay[illegible]om the unitized area shall be computed on the basis of the production allocated to the portion [illegible]e above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises, which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land and without Lessor's consent.

9. The rights of either party hereunder may be assigned whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U.S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby; nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. 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 ninety (90) 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. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State Law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

14. As a result of land development in the vicinity of the lease premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the lease premises or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the lease premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the lease premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in the lease, except as expressly stated.

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

x Leon Hamilton Sapp LESSOR
Leon Hamilton Sapp

x Mary Adeline Sapp LESSOR
Mary Adeline Sapp

LESSOR

LESSOR

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 15th May, 2006 by Leon Hamilton Sapp and Mary Adeline Sapp

DAVID M. STRICKLIN
Notary Public, State of Texas
My Commission Expires
February 07, 2010

Notary Signature:
Printed Name: DAVID M. STRICKLIN
Notary Public, State of TEXAS
My Commission Expires FEB 7, 2010

EXHIBIT "A" to Oil, Gas and Mineral Lease, May 2, 2006, between Leon Hamilton Sapp and Mary Adeline Sapp, wife, as Lessor, and XTO RESOURCES I, LP, as Lessee.

This Exhibit "A" is a part of that certain Oil, Gas and Mineral Lease identified above by date and parties covering 0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, to the same extent as if the provisions hereof had originally been written in said lease. In the event of a conflict between the lease provisions and the provisions provided in this Exhibit "A," the provisions of this Exhibit "A" shall be binding.

14. AGREEMENTS AND PROVISIONS. The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. SURFACE USE PROHIBITION: It is hereby agreed that this is a non-surface use agreement and that Lessee does not receive by virtue of execution of this Lease, any rights of ingress and egress upon the surface of the Leased Premises (or any portion thereof) for drilling or any other purpose without the separate written consent of Lessor.

16. LEASED PREMISES. Lessor and Lessee do hereby agree and stipulate that the "leased premises," as described in Paragraph 1 of the lease is described as follows:

Being a 0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 1, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed dated November 24, 1982, from El Cerro Homes, to Leon Hamilton Sapp and Mary Adeline Sapp, husband and wife, as recorded in Volume 919, Page 554, of the Official County records of Johnson County, Texas.

17. OIL & GAS ONLY/EXCLUDED MINERALS. Notwithstanding anything herein to the contrary, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from said lands separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

18. ROYALTY. It is understood and agreed that wherever the designation "one-eighth" or "one-tenth" in relation to royalty appears in Paragraph 3 hereof, the same shall be deleted and the designation "25%" shall be substituted therefor.

19. COST FREE ROYALTY. Lessor's royalty shall be calculated free and clear of costs and expenses of exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the said lands or prior to delivery into a pipeline or gathering system, whichever occurs first. In addition to the payment of Lessor's royalty, Lessee shall pay all post-production costs. For the purposes of this paragraph, "post-production costs" means all costs incurred by Lessee, its successors or assigns, prior to its final sale of oil, gas and other minerals or substances covered by this lease including, but not limited to costs for storing, gathering, compression, treatment, processing, transportation, dehydration and marketing. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes.

20. SHUT-IN ROYALTY. It is understood and agreed that the wherever the phrase "a sum determined by multiplying one dollar ($1.00) per acre for each acre then covered by this lease" appears in Paragraph 4 of this Lease in relation to shut-in royalty, the same shall be deleted and the phrase "a sum determined by multiplying twenty-five dollars ($25.00) per acre for each acre then covered by this lease" shall be substituted therefor. It is expressly provided that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in gas royalties for any single period of more than two successive years or 4 years in the aggregate.

21. MINIMUM ACREAGE TO BE POOLED. In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, then one hundred percent (100%) of the leased premises shall be pooled or unitized.

22. PUGH CLAUSE (VERTICAL). It is understood and agreed upon the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, this lease shall terminate as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on said lands or on lands pooled therewith, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands or on lands

20.04

pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

23. OFFSET WELL PROVISION. It is understood and agreed that Paragraph 7 hereof is modified by deleting the sixth sentence and substituting the following therefor: "If during the term of this lease, a well or wells should be drilled and completed as a producer of oil and gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of or draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists."

24. RELEASE. It is understood and agreed that upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease.

25. INDEMNITY. Lessee hereby releases and discharges Lessor, its officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands or lands pooled therewith, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on said lands or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands or lands pooled therewith; those arising from Lessee's use of the surface of said lands or lands pooled therewith; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Lease or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above.

26. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations in the Barnett Shale in Johnson County, Texas and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

27. NO WARRANTY. This lease is made by Lessor without express or implied warranty or covenant of title. All warranties which might arise by common law or by statute, including but not limited to § 5.023 of the Texas Property Code (or its successor) are excluded.

28. VENUE. Venue for the enforcement of the terms and provisions of this lease will lie in Johnson County, Texas.

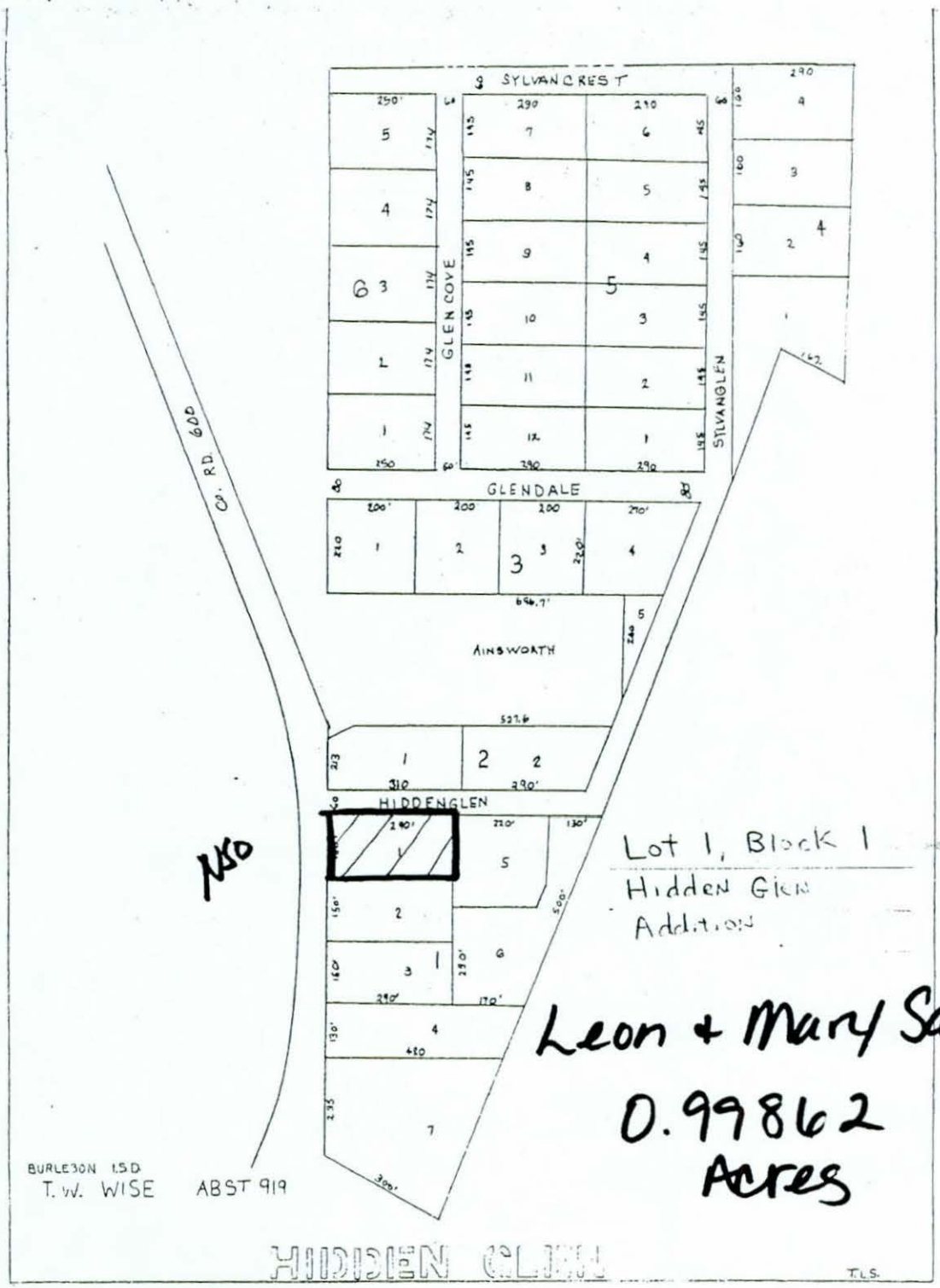
29. ACCEPTANCE OF TERMS BY LESSEE'S ASSIGNS. Any party acquiring an interest in this lease, by any form of assignment, contract, agreement, or sublease, shall be bound by all of the terms and provisions of this lease to the same extent as the Lessee is bound. Any assignment, contract, agreement, or sublease of all or any part or interest in this lease shall provide that it is made subject to the terms and provisions of this lease and the party to each assignment, contract, agreement, or sublease, accepts the same, subject to all the terms and provisions of this lease.

30. MEMORANDUM OF LEASE. It is understood and agreed that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

SIGNED FOR IDENTIFICATION PURPOSES

LEON HAMILTON SAPP, Lessor

MARY ADELINE SAPP, Lessor


SYLVAN CREST
GLEN COVE
SYLVANGLEN
GLENDALE
AINSWORTH
HIDDENGLEN
CO. RD. 600
N50
BURLESON I.S.D.
T. W. WISE ABST 919
Lot 1, Block 1
Hidden Glen
Addition
Leon + Mary Sapp
0.99862
Acres
HIDDEN GLEN
T.L.S.

038106

BK 3902 PG 0014

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.

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that, Melissa A. Burdette and Victor Carrington, husband whose address is 2375 E. Renfro St. Burleson, TX 76028, as Lessor(s) has executed and delivered to XTO Resources I, LP, whose address is 810 Houston Street, Fort Worth, TX 76102, as Lessee, a certain Oil and Gas Lease dated August 31, 2006, covering the following described lands located in Johnson County, Texas, to-wit:

Being a 1.040 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 1, Block 2, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed, dated March 23, 2006 from John Michael Peacock, to Melissa A. Burdette, a married woman, as recorded in Volume 3750, Page 994, of the Official County records of Johnson County, Texas.

Said Oil and Gas Lease is for a Primary Term of Two (2) year(s) and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and is hereby made a part by reference and adoption as if copied herein in full.

EXECUTED this 31st day of August, 2006.

x _____
Melissa A. Burdette

x _____
Victor Carrington

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on August 31, 2006 by Melissa A. Burdette and Victor Carrington

KEITH GRAHAM
Notary Public, State of Texas
My Commission Expires
April 28, 2010

Notary Signature: _____

Printed Name: _____

Notary Public, State of _____

My Commission Expires _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

_____ on behalf of the corporation.

Notary Signature: _____

Printed Name: _____

Notary Public, State of _____

My Commission Expires _____

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4.711-115

BK 3902 PG 0015

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 1:20 AM ☐ PM ☑

SEP 18 2006

County Clerk Johnson County
By CA Deputy

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

80.00

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

4.10.08

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.

Renfro

COPY

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 31st day of August, 20 06, between Melissa A. Burdette and Victor Carrington, husband

, Lessor (whether one or more) whose address is 2375 E. Renfro St. Burleson, TX 76028

and XTO Resources I, LP, Lessee, whose address is 810 Houston Street, Fort Worth, Texas 76102: WITNESSETH:

1. Lessor in consideration of ten or more dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling, and mining for and producing oil, gas, (including all gases, liquid hydrocarbons, and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic, and geophysical tests and surveys, injecting gas, water, and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees, and building roads, tanks, power stations, telephone, lines, and other structures thereon to produce, save, take care of, treat, transport, and own said products; which lands are located in Johnson County, Texas, and described as follows:

See Exhibit "A" attached hereto and made a part hereof

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 1.04 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 2 years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following: preparing drillsite location and/or access road, 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, or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges, (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casing head gas, or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating, and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in-kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said land, whether or not owned by Lessor, and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas, and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the Pay Direct to Lessor at above address Bank at (which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said Land or shut-in royalty payments) a sum determined by multiplying one dollar (1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in, or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee 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 flowline, 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 Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) 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 royalty or 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.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in Lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in Lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. 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 5 with consequent allocation of production as herein provided. As used in this paragraph 5, 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 said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the Land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such

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operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area shall be considered for all purposes, except the payment of royalties as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises, which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land and without Lessor's consent.

9. The rights of either party hereunder may be assigned whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U.S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. 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 ninety (90) 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. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State Law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

14. As a result of land development in the vicinity of the lease premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the lease premises or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the lease premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the lease premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in the lease, except as expressly stated.

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

x _____
Melissa A. Burdette — LESSOR

x _____
Victor Carrington — LESSOR

_____ LESSOR

_____ LESSOR

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on August 31, 2006 by Melissa A. Burdette and Victor Carrington

KEITH GRAHAM
Notary Public, State of Texas
My Commission Expires
April 28, 2010

Notary Signature: _____
Printed Name: _____
Notary Public, State of _____
My Commission Expires _____

EXHIBIT "A" to Oil, Gas and Mineral Lease, August 31, 2006, between Melissa A. Burdette and Victor Carrington, husband, as Lessor, and XTO RESOURCES I, LP, as Lessee.

This Exhibit "A" is a part of that certain Oil, Gas and Mineral Lease identified above by date and parties covering 1.04 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, to the same extent as if the provisions hereof had originally been written in said lease. In the event of a conflict between the lease provisions and the provisions provided in this Exhibit "A," the provisions of this Exhibit "A" shall be binding.

1. AGREEMENTS AND PROVISIONS. The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

2. SURFACE USE PROHIBITION: It is hereby agreed that this is a non-surface use agreement and that Lessee does not receive by virtue of execution of this Lease, any rights of ingress and egress upon the surface of the Leased Premises (or any portion thereof) for drilling or any other purpose without the separate written consent of Lessor.

3. LEASED PREMISES. Lessor and Lessee do hereby agree and stipulate that the "leased premises," as described in Paragraph 1 of the lease is described as follows:

Being a 1.040 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 1, Block 2, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed, dated March 23, 2006 from John Michael Peacock, to Melissa A. Burdette, a married woman, as recorded in Volume 3750, Page 994, of the Official County records of Johnson County, Texas.

4. OIL & GAS ONLY/EXCLUDED MINERALS. Notwithstanding anything herein to the contrary, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from said lands separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

5. ROYALTY. It is understood and agreed that wherever the designation "one-eighth" or "one-tenth" in relation to royalty appears in Paragraph 3 hereof, the same shall be deleted and the designation "25%" shall be substituted therefor.

6. COST FREE ROYALTY. Lessor's royalty shall be calculated free and clear of costs and expenses of exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the said lands or prior to delivery into a pipeline or gathering system, whichever occurs first. In addition to the payment of Lessor's royalty, Lessee shall pay all post-production costs. For the purposes of this paragraph, "post-production costs" means all costs incurred by Lessee, its successors or assigns, prior to its final sale of oil, gas and other minerals or substances covered by this lease including, but not limited to costs for storing, gathering, compression, treatment, processing, transportation, dehydration and marketing. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes.

7. SHUT-IN ROYALTY. It is understood and agreed that the wherever the phrase "a sum determined by multiplying one dollar ($1.00) per acre for each acre then covered by this lease" appears in Paragraph 4 of this Lease in relation to shut-in royalty, the same shall be deleted and the phrase "a sum determined by multiplying twenty-five dollars ($25.00) per acre for each acre then covered by this lease" shall be substituted therefor. It is expressly provided that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in gas royalties for any single period of more than two successive years or 4 years in the aggregate.

8. MINIMUM ACREAGE TO BE POOLED. In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, then one hundred percent (100%) of the leased premises shall be pooled or unitized.

9. PUGH CLAUSE (VERTICAL). It is understood and agreed upon the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, this lease shall terminate as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on said lands or on lands pooled therewith, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands or on lands

pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

10. OFFSET WELL PROVISION. It is understood and agreed that Paragraph 7 hereof is modified by deleting the sixth sentence and substituting the following therefor: "If during the term of this lease, a well or wells should be drilled and completed as a producer of oil and gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of or draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists."

11. RELEASE. It is understood and agreed that upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease.

12. INDEMNITY. Lessee hereby releases and discharges Lessor, its officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands or lands pooled therewith, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on said lands or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands or lands pooled therewith; those arising from Lessee's use of the surface of said lands or lands pooled therewith; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Lease or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above.

13. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations in the Barnett Shale in Johnson County, Texas and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

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14. NO WARRANTY. This lease is made by Lessor without express or implied warranty or covenant of title. All warranties which might arise by common law or by statute, including but not limited to § 5.023 of the Texas Property Code (or its successor) are excluded.

15. VENUE. Venue for the enforcement of the terms and provisions of this lease will lie in Johnson County, Texas.

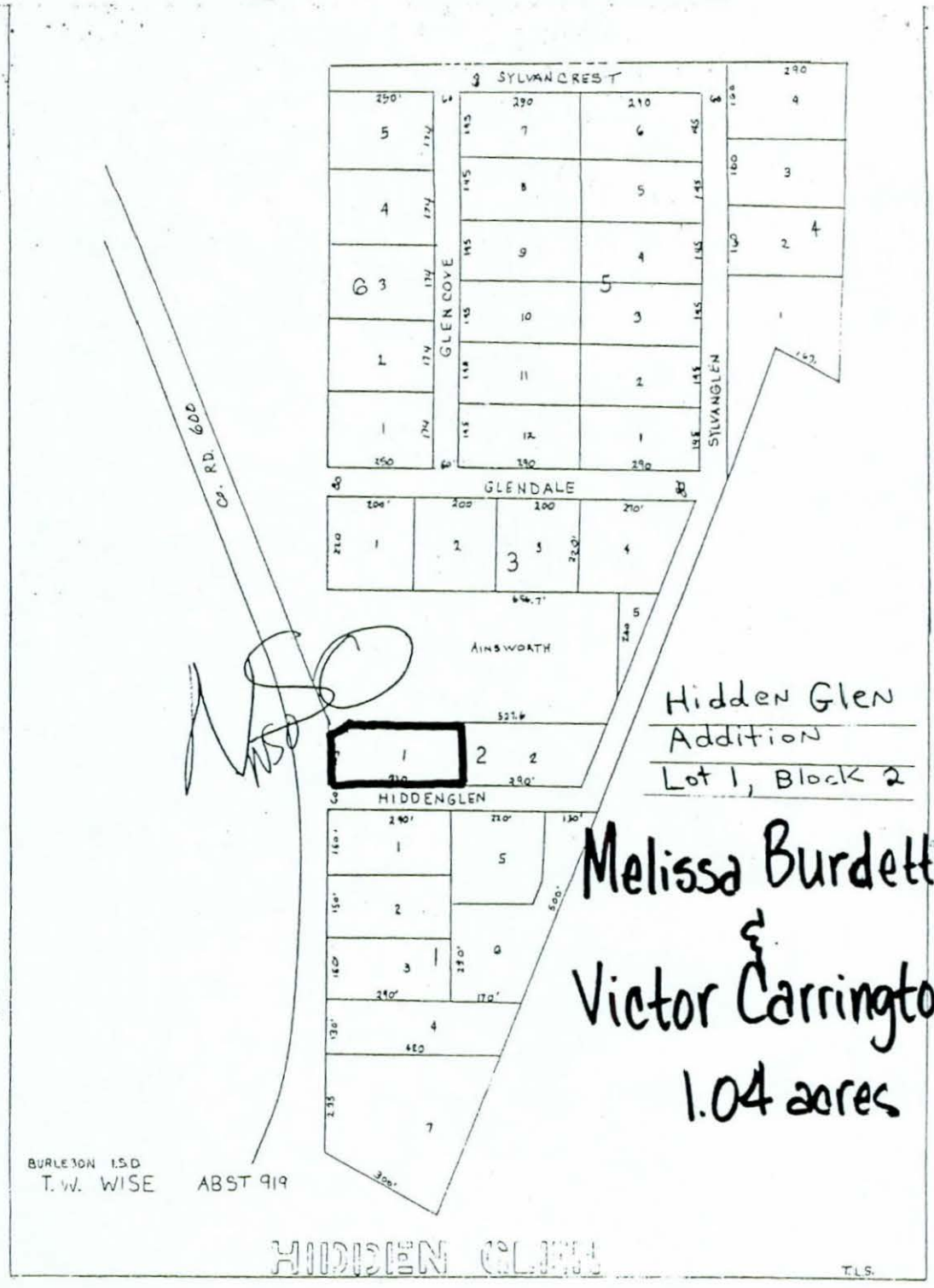
16. ACCEPTANCE OF TERMS BY LESSEE'S ASSIGNS. Any party acquiring an interest in this lease, by any form of assignment, contract, agreement, or sublease, shall be bound by all of the terms and provisions of this lease to the same extent as the Lessee is bound. Any assignment, contract, agreement, or sublease of all or any part or interest in this lease shall provide that it is made subject to the terms and provisions of this lease and the party to each assignment, contract, agreement, or sublease, accepts the same, subject to all the terms and provisions of this lease.

17. MEMORANDUM OF LEASE. It is understood and agreed that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

SIGNED FOR IDENTIFICATION PURPOSES

MELISSA A. BURDETTE, Lessor

VICTOR CARRINGTON, Lessor


SYLVAN CREST
GLEN COVE
SYLVANGLEN
GLENDALE
HIDDENGLEN
AINSWORTH
CO. RD. 600
Hidden Glen
Addition
Lot 1, Block 2
Melissa Burdette
&
Victor Carrington
1.04 acres
BURLESON I.S.D.
T. W. WISE ABST 919
HIDDEN GLEN
T.L.S.

048095

BK 3951 PG 0025

MEMORANDUM OF OIL AND GAS LEASE

STATE: TEXAS
COUNTY: JOHNSON
LESSOR: **Cana Baptist Church**
2309 E. Renfro St.
Burleson, Texas 76028

LESSEE: **Hollis R. Sullivan, Inc.**
P. O. Box 9289
Wichita Falls, Texas 76308

EFFECTIVE DATE: October 23, 2006

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals (with no surface use), and producing, saving take care of, treating transporting, and owning oil, gas and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

See Attached Exhibit "A"

The Oil and Gas Lease (the "Lease") is for a primary term of 2 years (24) months from the Effective Date stated above, and is effective as long thereafter as oil and gas is produced from said lands in paying quantities or the Lease is maintained in force by virtue of some other provisions thereof, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessor and Lessee as of the date of acknowledgement of their signatures, but it effective for all purposes as of the Effective Date stated above.

LESSOR:

Cana Baptist Church (Trustee)

LESSOR:

Cana Baptist Church (Trustee)

LESSEE:

Hollis R. Sullivan, Inc.

By: Hollis R. Sullivan
Title: President

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

STATE OF TEXAS }
}
COUNTY OF JOHNSON }

This instrument was acknowledged before me this 23 day of October, 2006, by Suanne Blaun (Cana Baptist Church-Trustee).

Debra B Bartlett
Notary Public in and for the State of Texas

DEBRA B. BARTLETT NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-09-2007

STATE OF TEXAS }
}
COUNTY OF JOHNSON }

This instrument was acknowledged before me this 23 day of October, 2006, by David C. Johnson (Cana Baptist Church-Trustee).

Debra B Bartlett
Notary Public in and for the State of Texas

DEBRA B. BARTLETT NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-09-2007

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me this 31st day of October, 2006, by Hollis R. Sullivan, President of Hollis R. Sullivan, Inc. on behalf of said corporation in such capacity.

Hollis Robert Sullivan
Notary Public in and for the State of Texas

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

Exhibit A

Tract 1: 6.917 acres of land, more or less, out of the M. W. Sanders survey, A-793, Johnson County, Texas, being more particularly described in that certain Warranty Deed dated May 30, 1974 from Donald E. North, a trustee for the Cana Baptist Church, to Cana Baptist Church recorded in Volume 638, Page 619, Official Public Records of Johnson County, Texas.

Tract 2: 5.024 acres of land, more or less, out of the M.W. Sanders Survey, A-793, and the W. T. Wise Survey, A-919, Johnson County, Texas, being more particularly described in that certain General Warranty Deed dated February 2, 2006 from Dwight L Benton and wife, Gloria J. Benton to Cana Baptist Church recorded in Volume 3729, Page 47, Official Public Records of Johnson County, Texas.

Tract 3: 0.247 acres of land, more or less, being Lot 5, Block 3, Hidden Glenn Addition, out of the W. T. Wise Survey, A-919, Johnson County, Texas, being more particularly described in that certain General Warranty Deed dated February 2, 2006 from Dwight L. Benton and wife, Gloria J. Benton to Cana Baptist Church recorded in Volume 3729, Page 47, Official Public Records of Johnson County, Texas.

After Recording please return documents to:
Norwood Land Services, LLC
204 North Main
Cleburne, TX 76033

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

BK 3951 PG 0028

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 1:58 AM ☐ PM ☑

NOV 15 2006

County Clerk Johnson County
By _____ Deputy

THE COUNTY OF JOHNSON
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

Renfro

1350/4846 - 141

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 23 day of October, 2006 between **Cana Baptist Church,** whose address is 2309 E. Renfro St., Burleson, Texas 76028 (hereinafter called **"Lessor"**, whether one or more) and **Hollis R. Sullivan, Inc.** whose address is P. O. Box 9289, Wichita Falls, Texas 76308 (hereinafter called **"Lessee"**).

WITNESSETH:

1. (a) That Lessor, in consideration of Ten and No/100 Dollars ($10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee hereinafter contained, hereby grants, leases and lets exclusively unto Lessee for the sole purpose of exploring, drilling, operating for, developing and producing oil, liquid hydrocarbons, gas and their respective constituent products, and for laying pipelines, storing oil, building tanks (but not tank farms), power stations, roads and other structures thereon necessary to produce, save, care for, treat, process, store and transport said products from the land leased hereunder, those certain lands situated in Johnson County, Texas, and described on Exhibit "A" attached hereto (sometimes referred to herein as "said lands") and grants unto Lessee the sole exclusive pipeline right of way on the property described on the Exhibit "A" attached hereto. For the purposes of calculating any shut-in royalty payments herein provided for, said lands are estimated to contain **12.188 acres**, whether actually containing more or less.

(b) Lessor expressly excepts from this lease and reserves all minerals of every kind and character in, on and under said lands, except only the oil and gas herein defined and, in addition, Lessor excepts from this lease and reserves the right to use said lands for the purpose of investigating, exploring, prospecting, mining for and producing all such minerals, laying pipelines, building roads, tanks and other structures thereon, to mine, produce, save, take care of, treat, transport and own such other minerals; provided, any such operations by Lessor shall not unreasonably interfere with Lessee's operations and use of said lands.

(c) This lease is made subject to any and all easements affecting said lands as reflected in the records of Johnson County, Texas, to which reference is here made.

2. (a) Subject to the other provisions herein contained, this lease shall be for a term of **2 years (24) months** from the date hereof (called "primary term") and as long thereafter as oil and gas is produced from said lands in paying quantities or this lease is maintained in force by virtue of some other provisions hereof.

(b) If, at the expiration of the primary term, neither oil or gas is being produced on said land, but Lessee is then engaged in drilling, completion or reworking operations thereon, or if, either before or after the expiration of the primary term, production of oil or gas on the leased premises after once obtained should cease from any cause and this lease is not being maintained in force and effect under some other provision hereof, this lease as it then exists, shall remain in force so long as reworking, drilling or completion operations on said well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in production of oil or gas, so long thereafter as oil or gas is produced in paying quantities from said land, or payment of shut-in gas well royalties is made as hereunder provided.

(c) The term "continuous operations" whenever used in this lease shall mean and include operations conducted in good faith for drilling a well, reworking operations, completion operations and reconditioning, deepening, plugging back, cleaning out, repairing or testing of a well. For all purposes of this

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lease, operations shall be deemed to be prosecuted with reasonable diligence when prosecuted without cessation of more than ninety (90) consecutive days elapsed between the completion of operations at one well or location and the commencement of drilling operations at another well or location.

3. Lessee shall pay or cause to be paid:

(a) As used herein, the term "oil" shall mean and refer to any hydrocarbons produced from said lands, regardless of gravity, capable of being produced in liquid form at the well by ordinary production methods including without limitation condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment at the lease. As royalty on any and all oil produced from said lands pursuant to this lease, Lessee shall pay to Lessor **25%** of the gross oil production or the value thereof. The value of oil production shall be based on the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of similar gravity and type in the general area, or the prevailing market price thereof in the general area, or the proceeds of the sale thereof, whichever is greater. Unless otherwise approved in writing by Lessor, Lessee shall assure that gas produced from said lands that contains liquid hydrocarbons recoverable in commercial quantities is run through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered before the gas is sold, used, or processed in a plant, and royalty is paid thereon.

(b) As used herein, the term "gas" shall mean and refer to all natural gas produced from said lands (including casinghead gas) and all of its constituent elements, including but not limited to sulfur contained in the gas, natural gasoline, condensate, distillate, butanes, propanes, and other hydrocarbons condensed, absorbed, or separated out of or from the gas after it leaves the lease, including without limitation casinghead gas and flared or vented gas. Royalty shall be payable under this Paragraph 3(b) on all hydrocarbons produced from said lands other than oil. As royalty on any and all gas produced from said lands pursuant to this lease, Lessee shall pay to Lessor:

(1) **25%** of the gross production of gas not processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof. The value of such gas production shall be determined on the basis of the greater of (a) the market value of the gas; or (b) the total value accruing to the producer from the sale or use of the production, including proceeds and any other thing of value received by Lessee or the operator.

(2) 25% of the gross production of gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof, such value to be determined on the basis of (a) the highest value reasonably available to Lessee if Lessee sells and delivers the gas at a point before the inlet to the processing plant to an unaffiliated third party processor; (b) if Lessee owns the processing plant in which the gas is processed or trades the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the value, determined as in Paragraph 3(b)(1) above of 100% of the residue gas and 100% of the liquids attributable to the gas produced from said lands; or (c) if Lessee sells the gas at or beyond the tailgate of the plant, but Lessee does not own the processing plant in which the gas is processed and does not trade the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the highest value, determined as in Paragraph 3(b)(1) above, of the fraction of residue gas and liquids attributable to the gas produced from said lands to which Lessee is entitled. For purposes of this lease, Lessee shall be deemed to own the processing plant if Lessee or Lessee's affiliate owns a five percent or greater interest in the plant. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer

of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee. Lessee shall submit to Lessor a disclosure statement regarding whether the Lessee or an affiliate of Lessee owns the processing plant.

(c) If oil or gas production from said lands is processed in a plant owned or partially owned by Lessee or an affiliate of Lessee for the extraction of gasoline, liquid hydrocarbons or other products, the value of the gross production shall for purposes of determining royalty due never be less than if such gas had not been processed.

(d) Lessee may inject gas into any oil or gas producing formation in said lands after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so injected until such time as the same may thereafter be produced and sold or used.

(e) Lessee shall use all reasonable means to prevent the underground or above ground waste of oil or gas and to avoid the physical waste, flaring or venting of gas produced from said lands.

(f) Lessee shall pay or cause to be paid royalties due under this lease without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use; provided, however, with respect to gas processed for the extraction of gasoline, liquid hydrocarbons or other products in a plant not owned by Lessee (as described in Paragraph 3(b)(2)), no royalty shall be due on gas volumes used or flared in the plant to the extent such volumes are reasonable and allocable to the lease. For purposes of determining the royalty due, the gross production shall be valued at the point of sale and delivery from Lessee to an unaffiliated third party. In the event oil or gas is sold through an unaffiliated third party processor, the market value used in the calculation of the royalty from such a sale shall be the actual proceeds received by Lessee in connection with the sale, use or other disposition of oil or gas produced or sold from the leased premises. Lessee shall exercise due diligence and use all reasonable efforts in marketing any and all production from said lands to obtain the best price reasonably available for the oil and gas.

(g) Lessee shall pay cash royalties based on the value of the gross production from the premises, unless Lessor elects to receive royalty in kind. Lessee shall pay oil or gas royalty, or both, in kind at the option of Lessor. Lessor may exercise its option to take oil or gas royalty in kind, or if royalty is taken in kind, Lessor may elect to take cash royalties, at any time or from time to time by giving Lessee notice of such election not less than sixty (60) days in advance. If Lessor elects to take its royalty production in kind, lessor or its authorized representative may elect to have the royalty production delivered in kind at the wellhead, at the oil and gas separator, into a pipeline connected at the well, at the location lessee sells its production, or at another location mutually acceptable to Lessor and Lessee. Lessee shall bear all costs to the point of delivery.

(h) Lessee shall pay to lessor royalty at the applicable royalty rate on any monetary settlement received by Lessee from any breach of contract by Lessee's purchaser relating to the marketing, pricing or taking of oil or gas production from the premises.

(i) If at any time, after the expiration of the primary term, Lessee shall complete a well or wells on said lands which well or wells are capable of producing gas in commercial quantities but are shut-in resulting in gas not being produced and sold or used and this lease is not otherwise being maintained, , Lessee may pay as royalty to Lessor for each shut-in well and the acreage ascribed thereto, on or before the expiration of ninety (90) days after (I) the date

drilling, completion or reworking operations have ceased, or (ii) the date such gas ceases to be sold or used, and the well is shut-in as the case may be, an amount equal to Twenty-Five ($25.00) per acre of said lands attributed to the producing unit upon which the well or wells are located, and upon making said payment, it will be considered that each such well is producing gas in paying quantities within the meaning of this lease for a period of one (1) year after the expiration of said ninety (90) day period, and the intermittent production of gas from any well during such year shall not render necessary any new or additional payments of shut-in royalty with respect to such well or the acreage ascribed thereto, but Lessee shall account to Lessor for the royalty on such gas produced during such year in accordance with the other provisions of Paragraph 3. In like manner and upon like payments being made annually on or before the expiration of the preceding year for which such payment or tender has been made, it will be considered that said well or wells producing gas in paying quantities for such successive periods of one (1) year each, but this provision shall not be effective to continue this lease in force and effect as to acreage assigned to a shut-in gas well for a period of more than two (2) consecutive years after the date of completion or shut-in (or for shorter periods from time-to-time after the date of completion or shut-in which aggregate five (5) years in all). All shut-in royalty payments under this lease shall be paid or tendered directly to Lessor at the above address. All payments or tenders shall be made by check and such payments or tenders to Lessor by deposit in the U.S. Mails in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment. In the event Lessee fails to make any payment as provided herein, the entire lease is subject to terminate at the option of Lessor, but it shall not be subject to terminate until Lessor has given Lessee notice of the improper payment and Lessee has not cured such problem within twenty (20) days of receipt of such notice.

(j) During any full calendar year after the expiration of the primary term, if this lease or any part thereof is maintained by production, the royalties paid to Lessee shall, as to the acreage still subject to this lease, in no event be less than Twenty-Five ($25.00) per net mineral acre held by production under the provisions hereof; otherwise, there shall be due and payable to Lessor or its credit at its depository on or before the last day of the month in which the anniversary date of this lease falls, a sum equal to the minimum royalties due hereunder less the amount of royalties paid during the preceding year. In the event Lessee fails to make any payment as provided herein, the entire lease is subject to terminate at the option of Lessor, but it shall not be subject to terminate until Lessor has given Lessee notice of the improper payment and Lessee has not cured such problem within twenty (20) days of receipt of such notice.

(k) Lessee is obligated to Lessor to make and shall be liable for the payment of royalties hereunder irrespective of the failure or bankruptcy of any third party crude oil or gas purchaser, and irrespective of the execution by Lessor of a division order or any similar agreement in favor of any such third party purchaser. Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence no later than (120) days after the commencement of production. Thereafter, unless otherwise specifically provided herein, all accounting and payments for royalties shall be made on or before the end of the second calendar month following the calendar month in which production occurred. Should Lessee at any time fail to make royalty payments to Lessor on or before the last day of the second calendar month following the calendar month in which the production occurred, Lessor may, at Lessor's election, cancel this lease by giving Lessee ten (10) days advanced written notice of such cancellation. Lessee may avoid such cancellation by paying Lessor all sums owed by Lessee to Lessor prior to the expiration of said ten (10) day period. Unless otherwise herein expressly provided, and whether or not Lessor shall have canceled this lease for non-payment, any royalties or other payments provided for in this lease which are suspended and are not paid to Lessor within the time periods specified therefore shall accrue interest at the highest rate which may be legally contracted for by parties in the position of

Lessor and Lessee from the due date until paid, and in addition to any other remedies available to Lessor at law, Lessor shall have a lien on Lessee's leasehold estate and all property, including oil or gas which has been produced but not yet removed from the leased premises. Acceptance by Lessor of royalties which are past due shall not act as a waiver or estoppel of Lessor's right to recover any and all interest due thereon under the provisions hereof unless the written acceptance of acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due Lessor hereunder which is made or intended to be made as an offer of settlement or an accord and satisfaction by or on behalf of Lessee must be accompanied by a Notice of Settlement Offer, so denominated, addresses to Lessor. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord and satisfaction printed or otherwise inserted thereon shall not be deemed to be an offer of settlement or accord and satisfaction unless accompanied by such Notice of Settlement Offer. Lessee shall pay all reasonable attorney's fees incurred by Lessor in connection with any lawsuit in which Lessor is successful in recovering any royalties or interest or in termination this lease due to Lessee's failure to pay royalties within the period set forth herein. Lessee further agrees to be solely responsible for the payment of royalties as provided for herein. Lessee agrees that it will not allow said royalty payments to be made by joint working interest owners or permitted assigns unless specifically agreed to by Lessor.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage of each of the separate tracts covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres in each area, and units pooled for gas hereunder shall not substantially exceed in area 320 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled units. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable or producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling on or production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling shall be deemed to have been commenced on said land within the meaning of

paragraph 2 (b) of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them produced from the pooled unit after deduction that used for operations on the pooled unit. Such allocation shall be on an acreage basis – that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above provided. As used in this paragraph, 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. (a) In the event oil and/or gas is discovered on said lands, Lessee agrees to further develop said lands as would a reasonable and prudent operator under the same or similar circumstances.

(b) Lessee shall adequately protect the oil and gas under said lands from drainage from adjacent lands or leases, including land not owned by Lessor and lands owned by Lessor which are leased at a lesser royalty. If oil or gas should be produced in paying quantities from a well draining said lands, Lessee shall, within ninety (90) days after notice from Lessor of such producing well, begin in good faith and pursue diligently operations leading to the drilling of an offset well and such offset well shall be drilled to such depth as may be necessary to prevent drainage of said lands, and Lessee shall use all means necessary in a good faith effort to make such offset well produce oil or gas in paying quantities. Payment of the bonus, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Paragraph 5(b); provided, however, that Lessee shall have the option of releasing this lease as to the Lands being drained, or of paying Lessor, as royalty, a sum equal to the royalties which would be payable under this lease on the production from the well on adjacent land had it been drilled and produced under this lease, and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, it will be considered that gas is being produced from said lands within the meaning of Paragraph 2 hereof. Lessee shall have no obligations under this provision if the lands covered by this lease are included within a proration or pooled unit.

6. Subject to the provisions hereinafter contained, the rights of either party hereunder may be assigned in whole or in part, but Lessee shall not, without the written consent of Lessor, be permitted to (a) sever or separate the oil rights from the gas rights under this lease, or (b) make any assignment of acreage in tracts of less than all of the acreage in this lease. The provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If any assignment of this lease is made, the assignee shall, within thirty (30) days after the date of such assignment, notify Lessor in writing of the name and current address of said assignee, said notice shall also identify the lease and property involved and the interest so assigned, and no sale or assignment by either Lessor or Lessee shall be binding upon the other party until such party shall be furnished with a certified copy of the recorded instrument evidencing the same. In the event of assignment of this lease as to a segregated portion of said lands, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratable according to the surface area of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

7. When any of the operation contemplated by this lease are delayed or interrupted by operation of force majeure including storm, flood or other act of God, fire, war, rebellion, insurrection, riot, of as a result of some order, requisition, approval or necessity of any governmental agency having jurisdiction, the time of such delay or interruption shall not be counted against Lessee. All expressed or implied covenants or conditions of this lease shall be subject to all valid federal and sate laws, executive orders, rules or regulations of any governmental agency, state or federal, having jurisdictions, and this lease shall not be terminated in whole or in part, and Lessee shall not be liable in damages for failure to comply therewith, if compliance is prevented from, by or if such failure is a result of any such law, order, rule or regulation. If from any such cause, Lessee is prevented from conduction drilling or re-working operations or producing oil and/or gas from said lands, the time during which Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations, plus an additional 90 days. It is provided, however, that no such law, rule, order or regulation shall eliminate the necessity for, nor extend the time within which rentals, royalties and other payments provided for herein are to be paid. Before the provisions of this Paragraph may be relied upon, Lessee must furnish written notice to Lessor, within a reasonable time after the first day of the provisions hereof are relied upon, of such event, giving the beginning date thereof; and, within a reasonable time after such event ceases, notify Lessor of the resumption of activities, and Lessee shall be obligated to seek exceptions from any order, rule, regulation of governmental authority if the facts would raise grounds for seeking exceptions.

8. (a) Lessor, or Lessor's agent, at Lessor's sole risk, shall have access to the derrick floor and all other areas at all times during any operations conducted by Lessee on said lands. Lessee agrees to give Lessor at least twelve (12) hours advance notice of any logging, testing and coring operations to be conducted on any wells drilled on said lands in order that Lessor may have a representative present at such operations. During Lessee's regular office hours, Lessor shall have access to all information concerning the drilling, coring, testing and completing of all wells, including the driller's log and all electric logs and surveys, and to all production charts, records and information concerning the production and marketing of oil and gas form lands covered by this lease. Upon Lessor's request, Lessee agrees to furnish Lessor with final prints of all driller's logs, electrical logs and surveys obtained in the drilling of all wells on said lands, and copies of all core analysis and test results obtained from all wells, Copies of all applications and reports filed by Lessee with the Texas Railroad Commission in connection with Lessee's operations hereunder shall also be mailed to Lessor simultaneously with Lessee's mailing of such applications and reports to the

Texas Railroad Commission. Upon Lessor's request, Lessee also agrees to advise Lessor of the sizes of chokes installed on all producing wells on said lands (and further advise Lessor of all changes made from time to time in such chokes), together with appropriate pressure information to permit Lessor to check the rate of production from a all such wells. Lessor shall have the right to strap all storage tanks and read and/or check all meters and charts affixed to producing wells at reasonable times without prior notice to Lessee. Lessor may, at Lessor's sole risk and expense, install check meters on or otherwise check any producing well or wells located on said lands.

(b) During the term of this lease, and for one year past the primary term of this lease, Lessee shall, upon request of Lessor, grant Lessor and/or Lessor's representatives access to all seismic, geological, geophysical and geochemical exploration data obtained by Lessee in its exploration of said lands so as to permit Lessor to make its own evaluation and interpretation of said data. At Lessor's request Lessee further agrees to provide Lessor and/or Lessor's representatives of a copy of Lessee's interpretations of all data obtained in its exploration operations, provided however, that Lessor and/or its representatives agree to keep any and all information provided to it by Lessee confidential and not make said information, data, reports, logs and any other information obtained by Lessor from Lessee available to any third party.

9. Each individual Lessor executing this lease hereby warrants and agrees to defend the title to his or her respective undivided interest to the oil and gas in and under said lands, but each Lessor who executes this lease in a fiduciary capacity does not bind himself, herself or itself individually to a warranty of title to the undivided interest if his, her or its principal and join in this covenant of warranty insofar and only insofar as his, her or its respective fiduciary capacity has the power and authority to do so for the undivided interest in oil and gas represented, but no further. If Lessor's interest in the minerals covered by this lease in, on and under said lands is less than the undivided fee interest to the entirety thereof, then Lessor agrees that the royalties provided for in this lease shall be paid to Lessor in the proportion which Lessor's interest bears to the entire and undivided fee estate therein. With the exception of any existing installment federal estate tax liens, Lessee at its option, may discharge any tax lien upon Lessor's interest in the land covered by this lease (unless such tax lien is being contested in good faith by Lessor by appropriate proceedings instituted for such purpose) and, in that event, Lessee shall have the right to apply royalties hereunder to reimburse such payment.

10. It is agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, its successors, agents or assigns, but that any division orders or transfer orders shall be solely for the purpose of confirming the extent of Lessor's interest in production of oil and gas from said lands. Any amendment, alteration, extension or ratification of this lease or of any term or provision thereof shall be made by an instrument in writing clearly denominated as to its purpose and effect, describing the specific terms or provisions of the lease affected and the proposed change or modification thereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted and executed shall be of no force or effect.

11. Any notice or other communication permitted or required under the terms hereof shall be in writing and, unless otherwise specified, be deemed properly given on the date personally delivered, or on the date postmarked, if mailed, postage prepaid United States Mail, addressed to Lessor or Lessee at the address set forth at the commencement of this lease, or to other such address as may hereafter be designated by either party to the other by notice. Notice given in other manner shall be effective only if and when received.

12. Upon expiration or termination of this lease for any reason as to all or any portion of said lands, Lessee shall be obligated at its expense promptly to prepare, execute and file in the public records in the county in which said lands are located and appropriate release instrument covering all such portions of said lands, and to forward the original recorded release or a certified copy of the release to Lessor.

13. Lessee agrees and obligates itself to conduct its operations upon said lands in compliance with all federal, state and local laws and in such a way as to cause a minimum of damage to said lands and improvements thereon. In the event that there is no local law or ordinance regulating the drilling of oil and/or gas wells on said lands, Lessee agrees and obligates itself to conduct its operations in compliance with the standard for High Impact Gas Wells under Article II of Chapter 15 of the Municipal Code of the City of Fort Worth, Texas (relating to Gas Drilling and Production), which code provisions are referred to and incorporated into this lease for all purposes. Notwithstanding the foregoing, Lessee agrees that within one hundred twenty (120) days after any operation hereunder, weather permitting, Lessee shall repair the damaged land to the fullest practical extent, including the filling and leveling of all holes, pits, ruts, roads or excavations in the areas no longer to be used by Lessee; and upon termination hereof, to fully repair all damaged land not already repaired to the end that the land will be rendered to substantially the same condition as it was prior to commencement of such operations. Lessee shall pay for all actual injury or damage done or caused by Lessee in its operations hereunder to any buildings, fences, roads, roadway easements, culverts, merchantable timber, growing crops (including indigenous grasses and trees) or other improvements on said land or to livestock on said land which is not replaced or repaired by Lessee according to the terms of this lease.

14. Lessee shall not use surface water from watercourses, rivers, lakes, streams, ponds and other impoundments on said lands or groundwater from any existing water well located on said lands for any purpose without Lessor's consent. Lessee may drill a water well on said lands and use the groundwater from the water well for primary production operations for each oil or gas well the surface location of which is located on said lands. In the event Lessee drills a water well on said lands, when Lessee's need for it has ceased, upon Lessor's written request, said water well and all pipe, casing and connections will be assigned to Lessor. Lessee shall not use groundwater from said lands for primary production operations in connection with any well located off of said lands. Lessee shall not use groundwater from said land for secondary and/or enhanced recovery operations in connection with any well whether located on or off of said lands without the written consent of and appropriate compensation to Lessor.

15. Lessee shall not use wells on said lands for disposal of salt water produced off of said lands without the written consent of and appropriate compensation to Lessor.

16. It is understood and agreed that one (1) year following the expiration of the primary term of this lease (or upon the expiration of any extension or renewal of the primary term), whichever occurs last, Lessee shall release said lands as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands; or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the said lands, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

17. Lessee hereby releases and discharges Lessor, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands hereunder (or lands pooled therewith), or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands (and lands pooled therewith); those arising from Lessee's use of the surface of said lands; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND\OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.

18. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR, ITS AGENTS, EMPLOYEES, TENANTS, GUESTS, INVITEES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON

LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

19. It is agreed and understood that as a condition of this lease agreement, that no surface use is allowed by Lessee for drillsites, pipelines, or equipment storage. It is understood that this paragraph shall supersede all previous paragraphs referencing drilling operations or surface operations on said lands.

20. It is agreed and understood that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this Lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

21. It is agreed and understood that the attached addendum shall be considered to be condition of this lease agreement.

22. This instrument may be executed in multiple counterparts which shall be construed together as a single instrument as though all parties had signed one instrument and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the same, their respective, heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

LESSOR:

Cana Baptist Church (Trustee)

LESSOR:

Cana Baptist Church (Trustee)

LESSEE:

Hollis R. Sullivan, Inc.

By: Hollis R. Sullivan
Title: President

STATE OF TEXAS }
}
COUNTY OF JOHNSON }

This instrument was acknowledged before me this 23 day of October, 2006, by Juanice Blaisn (Cana Baptist Church-Trustee).

Notary Public in and for the State of Texas

DEBRA B. BARTLETT NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-09-2007

STATE OF TEXAS }
}
COUNTY OF JOHNSON }

This instrument was acknowledged before me this 23 day of October, 2006, by David C Johnson (Cana Baptist Church-Trustee).

Notary Public in and for the State of Texas

DEBRA B. BARTLETT NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-09-2007

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

STATE OF TEXAS }
}
COUNTY OF TARRANT }

This instrument was acknowledged before me this 31st day of OCTOBER, 2006, by Hollis R. Sullivan, President of Hollis R. Sullivan, Inc. on behalf of said corporation in such capacity.

Notary Public in and for the State of Texas

HOLLIS PARKER SULLIVAN
Notary Public, State of Texas
My Commission Expires
February 03, 2010

Exhibit A

Tract 1: 6.917 acres of land, more or less, out of the M. W. Sanders survey, A-793, Johnson County, Texas, being more particularly described in that certain Warranty Deed dated May 30, 1974 from Donald E. North, a trustee for the Cana Baptist Church, to Cana Baptist Church recorded in Volume 638, Page 619, Official Public Records of Johnson County, Texas.

Tract 2: 5.024 acres of land, more or less, out of the M.W. Sanders Survey, A-793, and the W. T. Wise Survey, A-919, Johnson County, Texas, being more particularly described in that certain General Warranty Deed dated February 2, 2006 from Dwight L Benton and wife, Gloria J. Benton to Cana Baptist Church recorded in Volume 3729, Page 47, Official Public Records of Johnson County, Texas.

Tract 3: 0.247 acres of land, more or less, being Lot 5, Block 3, Hidden Glenn Addition, out of the W. T. Wise Survey, A-919, Johnson County, Texas, being more particularly described in that certain General Warranty Deed dated February 2, 2006 from Dwight L. Benton and wife, Gloria J. Benton to Cana Baptist Church recorded in Volume 3729, Page 47, Official Public Records of Johnson County, Texas.

ADDENDUM TO OIL AND GAS LEASE

23. If Lessee sells the oil and gas produced from the lands covered by this Lease or lands pooled therewith to an unaffiliated third party in an arm's length transaction and Lessor does not take its royalty in kind, the value of the royalties paid to Lessor shall be based upon the total proceeds received by Lessee from such sale. The royalties payable to Lessor shall be free of all costs of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting or marketing accruing prior to the point of sale of such oil and gas.

24. If a well has been drilled on the lands covered by this Lease or on acreage pooled therewith to the Barnett Shale Formation but the well has not yet been fractured, stimulated or otherwise completed, the well shall be deemed to be capable of producing in paying quantities for purposes of paying shut-in royalties.

25. If Lessee pools or unitizes a lease or leases contiguous to this lease and if Lessee has the pooling authority necessary, then Lessee shall also pool the leased tract or tracts contiguous to such pooled acreage.

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OIL AND GAS LEASE

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

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This Oil and Gas Lease is entered into this 17th day of July, 2006, by and between **Peggy L. Keller** ("Lessor"), whose address is 2317 E. Renfro Street, Burleson TX, 76028, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

.970 acres of land, more or less, out of the M.W. Sanders Survey, Johnson County, Texas, being more particularly described in that certain General Warranty Deed with Vendor's Lien dated August 27, 1998 from Manuel E. Andrade and wife, Janice K. Andrade to Robert Keller and wife, Peggy L. Keller, recorded in Volume 2235, Page 608, Official Public Records of Johnson County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty three percent (23%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty three percent (23%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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 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 320 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

A CERTIFIED COPY
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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy

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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, 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, 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to $5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of Paragraph 2 of this Lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises then the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, 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 and/or production as provided herein as if such delay had not occurred.

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OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the "Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

LESSOR:

Peggy L. Keller

Peggy L. Keller

SSN

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this 17th day of July, 2006, by Peggy L. Keller.

TRAVIS F. THOMPSON
Notary Public, State of Texas
My Commission expires
October 01, 2008

Notary Public – State of Texas

After recording return to:

Hollis R. Sullivan, Inc.
P.O. Box 9289
Wichita Falls, Texas 76308

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy
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BK 3866PG0738

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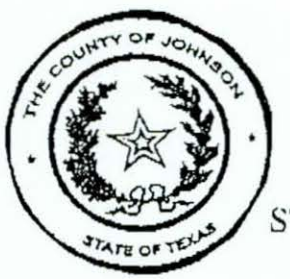
AUG 02 2006

County Clerk Johnson County
By CA Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy

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050918

BK 2965 PG 0001

MEMORANDUM OF OIL AND GAS LEASE

STATE: TEXAS
COUNTY: JOHNSON
LESSOR: **Harold F. Massey and wife, Mancy Massey**
P.O. Box 894
Burleson, Texas 76097

LESSEE: **Hollis R. Sullivan, Inc.**
P. O. Box 9289
Wichita Falls, Texas 76308

EFFECTIVE DATE: November 13, 2006

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving take care of, treating transporting, and owning oil, gas and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

See Attached Exhibit "A"

The Oil and Gas Lease (the "Lease") is for a primary term of 2 years (24) months from the Effective Date stated above, and is effective as long thereafter as oil and gas is produced from said lands in paying quantities or the Lease is maintained in force by virtue of some other provisions thereof, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessor and Lessee as of the date of acknowledgement of their signatures, but it effective for all purposes as of the Effective Date stated above.

LESSOR:

Harold F. Massey

Mancy Massey

LESSEE:

Hollis R. Sullivan, Inc.

By: Hollis R. Sullivan
Title: President

STATE OF TEXAS }
}
COUNTY OF JOHNSON }

This instrument was acknowledged before me this 13th day of November, 2006, by Harold F. Massey and wife, Mancy Massey.

Notary Public in and for the State of Texas

CAROLYN OGLES
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 04-30-2010

A CERTIFIED COPY
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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me this 16th day of NOVEMBER, 2006, by Hollis R. Sullivan, President of Hollis R. Sullivan, Inc. on behalf of said corporation in such capacity.

Hollis Parker Sullivan
Notary Public in and for the State of Texas

HOLLIS PARKER SULLIVAN
Notary Public, State of Texas
My Commission Expires
February 03, 2010

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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Exhibit A

Tract 1: 5.99 acres of land, more or less, out of the M. W. Sanders survey, A-793, Johnson County, Texas, being more particularly described in that certain Warranty Deed dated May 18, 1978 from Volkman-Shetter, Inc., to Harold Massey and wife, Mancy Massey recorded in Volume 759, Page 364, Official Public Records of Johnson County, Texas.

After Recording please return documents to:
Norwood Land Services, LLC
204 North Main
Cleburne, TX 76033

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OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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DEC 0 4 2006

County Clerk Johnson County
By md Deputy

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

Lease

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 13th day of November, 2006 between Harold F. Massey and wife, Nancy Massey, whose address is P.O. Box 894, Burleson, Texas 76097 (hereinafter called **"Lessor"**, whether one or more) and **Hollis R. Sullivan, Inc.** whose address is P. O. Box 9289, Wichita Falls, Texas 76308 (hereinafter called **"Lessee"**).

WITNESSETH:

1. (a) That Lessor, in consideration of Ten and No/100 Dollars ($10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee hereinafter contained, hereby grants, leases and lets exclusively unto Lessee for the sole purpose of exploring, drilling, operating for, developing and producing oil, liquid hydrocarbons, gas and their respective constituent products, and for laying pipelines, storing oil, building tanks (but not tank farms), power stations, roads and other structures thereon necessary to produce, save, care for, treat, process, store and transport said products from the land leased hereunder, those certain lands situated in Johnson County, Texas, and described on Exhibit "A" attached hereto (sometimes referred to herein as "said lands") and grants unto Lessee the sole exclusive pipeline right of way on the property described on the Exhibit "A" attached hereto. For the purposes of calculating any shut-in royalty payments herein provided for, said lands are estimated to contain **5.99 acres**, whether actually containing more or less.

(b) Lessor expressly excepts from this lease and reserves all minerals of every kind and character in, on and under said lands, except only the oil and gas herein defined and, in addition, Lessor excepts from this lease and reserves the right to use said lands for the purpose of investigating, exploring, prospecting, mining for and producing all such minerals, laying pipelines, building roads, tanks and other structures thereon, to mine, produce, save, take care of, treat, transport and own such other minerals; provided, any such operations by Lessor shall not unreasonably interfere with Lessee's operations and use of said lands.

(c) This lease is made subject to any and all easements affecting said lands as reflected in the records of Johnson County, Texas, to which reference is here made.

2. (a) Subject to the other provisions herein contained, this lease shall be for a term of **2 years (24) months** from the date hereof (called "primary term") and as long thereafter as oil and gas is produced from said lands in paying quantities or this lease is maintained in force by virtue of some other provisions hereof.

(b) If, at the expiration of the primary term, neither oil or gas is being produced on said land, but Lessee is then engaged in drilling, completion or reworking operations thereon, or if, either before or after the expiration of the primary term, production of oil or gas on the leased premises after once obtained should cease from any cause and this lease is not being maintained in force and effect under some other provision hereof, this lease as it then exists, shall remain in force so long as reworking, drilling or completion operations on said well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in production of oil or gas, so long thereafter as oil or gas is produced in paying quantities from said land, or payment of shut-in gas well royalties is made as hereunder provided.

(c) The term "continuous operations" whenever used in this lease shall mean and include operations conducted in good faith for drilling a well, reworking operations, completion operations and reconditioning, deepening, plugging back, cleaning out, repairing or testing of a well. For all purposes of this lease, operations shall be deemed to be prosecuted with reasonable diligence when prosecuted without cessation of more than ninety (90) consecutive days elapsed between the completion of operations at one well or location and the commencement of drilling operations at another well or location.

3. Lessee shall pay or cause to be paid:

(a) As used herein, the term "oil" shall mean and refer to any hydrocarbons produced from said lands, regardless of gravity, capable of being produced in liquid form at the well by ordinary production methods including without limitation condensate, distillate and other liquid

TR#118

hydrocarbons recovered from oil or gas run through a separator or other equipment at the lease. As royalty on any and all oil produced from said lands pursuant to this lease, Lessee shall pay to Lessor **25%** of the gross oil production or the value thereof. The value of oil production shall be based on the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of similar gravity and type in the general area, or the prevailing market price thereof in the general area, or the proceeds of the sale thereof, whichever is greater. Unless otherwise approved in writing by Lessor, Lessee shall assure that gas produced from said lands that contains liquid hydrocarbons recoverable in commercial quantities is run through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered before the gas is sold, used, or processed in a plant, and royalty is paid thereon.

(b) As used herein, the term "gas" shall mean and refer to all natural gas produced from said lands (including casinghead gas) and all of its constituent elements, including but not limited to sulfur contained in the gas, natural gasoline, condensate, distillate, butanes, propanes, and other hydrocarbons condensed, absorbed, or separated out of or from the gas after it leaves the lease, including without limitation casinghead gas and flared or vented gas. Royalty shall be payable under this Paragraph 3(b) on all hydrocarbons produced from said lands other than oil. As royalty on any and all gas produced from said lands pursuant to this lease, Lessee shall pay to Lessor:

(1) **25%** of the gross production of gas not processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof. The value of such gas production shall be determined on the basis of the greater of (a) the market value of the gas; or (b) the total value accruing to the producer from the sale or use of the production, including proceeds and any other thing of value received by Lessee or the operator.

(2) 25% of the gross production of gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof, such value to be determined on the basis of (a) the highest value reasonably available to Lessee if Lessee sells and delivers the gas at a point before the inlet to the processing plant to an unaffiliated third party processor; (b) if Lessee owns the processing plant in which the gas is processed or trades the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the value, determined as in Paragraph 3(b)(1) above of 100% of the residue gas and 100% of the liquids attributable to the gas produced from said lands; or (c) if Lessee sells the gas at or beyond the tailgate of the plant, but Lessee does not own the processing plant in which the gas is processed and does not trade the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the highest value, determined as in Paragraph 3(b)(1) above, of the fraction of residue gas and liquids attributable to the gas produced from said lands to which Lessee is entitled. For purposes of this lease, Lessee shall be deemed to own the processing plant if Lessee or Lessee's affiliate owns a five percent or greater interest in the plant. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee. Lessee shall submit to Lessor a disclosure statement regarding whether the Lessee or an affiliate of Lessee owns the processing plant.

(c) If oil or gas production from said lands is processed in a plant owned or partially owned by Lessee or an affiliate of Lessee for the extraction of gasoline, liquid hydrocarbons or other products, the value of the gross production shall for purposes of determining royalty due never be less than if such gas had not been processed.

(d) Lessee may inject gas into any oil or gas producing formation in said lands after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so injected until such time as the same may thereafter be produced and sold or used.

(e) Lessee shall use all reasonable means to prevent the underground or above ground waste of oil or gas and to avoid the physical waste, flaring or venting of gas produced from said lands.

(f) Lessee shall pay or cause to be paid royalties due under this lease without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use; provided, however, with respect to gas processed for the extraction of gasoline, liquid hydrocarbons or other products in a plant not owned by Lessee (as described in Paragraph 3(b)(2)), no royalty shall be due on gas volumes used or flared in the plant to the extent such volumes are reasonable and allocable to the lease. For purposes of determining the royalty due, the gross production shall be valued at the point of sale and delivery from Lessee to an unaffiliated third party. In the event oil or gas is sold through an unaffiliated third party processor, the market value used in the calculation of the royalty from such a sale shall be the actual proceeds received by Lessee in connection with the sale, use or other disposition of oil or gas produced or sold from the leased premises. Lessee shall exercise due diligence and use all reasonable efforts in marketing any and all production from said lands to obtain the best price reasonably available for the oil and gas.

(g) Lessee shall pay cash royalties based on the value of the gross production from the premises, unless Lessor elects to receive royalty in kind. Lessee shall pay oil or gas royalty, or both, in kind at the option of Lessor. Lessor may exercise its option to take oil or gas royalty in kind, or if royalty is taken in kind, Lessor may elect to take cash royalties, at any time or from time to time by giving Lessee notice of such election not less than sixty (60) days in advance. If Lessor elects to take its royalty production in kind, lessor or its authorized representative may elect to have the royalty production delivered in kind at the wellhead, at the oil and gas separator, into a pipeline connected at the well, at the location lessee sells its production, or at another location mutually acceptable to Lessor and Lessee. Lessee shall bear all costs to the point of delivery.

(h) Lessee shall pay to lessor royalty at the applicable royalty rate on any monetary settlement received by Lessee from any breach of contract by Lessee's purchaser relating to the marketing, pricing or taking of oil or gas production from the premises.

(i) If at any time, after the expiration of the primary term, Lessee shall complete a well or wells on said lands which well or wells are capable of producing gas in commercial quantities but are shut-in resulting in gas not being produced and sold or used and this lease is not otherwise being maintained, , Lessee may pay as royalty to Lessor for each shut-in well and the acreage ascribed thereto, on or before the expiration of ninety (90) days after (I) the date drilling, completion or reworking operations have ceased, or (ii) the date such gas ceases to be sold or used, and the well is shut-in as the case may be, an amount equal to Twenty-Five ($25.00) per acre of said lands attributed to the producing unit upon which the well or wells are located, and upon making said payment, it will be considered that each such well is producing gas in paying quantities within the meaning of this lease for a period of one (1) year after the expiration of said ninety (90) day period, and the intermittent production of gas from any well during such year shall not render necessary any new or additional payments of shut-in royalty with respect to such well or the acreage ascribed thereto, but Lessee shall account to Lessor for the royalty on such gas produced during such year in accordance with the other provisions of Paragraph 3. In like manner and upon like payments being made annually on or before the expiration of the preceding year for which such payment or tender has been made, it will be considered that said well or wells producing gas in paying quantities for such successive periods of one (1) year each, but this provision shall not be effective to continue this lease in force and effect as to acreage assigned to a shut-in gas well for a period of more than two (2) consecutive years after the date of completion or shut-in (or for shorter periods from time-to-time after the date of completion or shut-in which aggregate five (5) years in all). All shut-in royalty payments under this lease shall be paid or tendered directly to Lessor at the above address. All payments or tenders shall be made by check and such payments or tenders to Lessor by deposit in the U.S. Mails in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment. In the event Lessee fails to make any payment as provided herein, the entire lease is subject to terminate at the option of Lessor, but it shall not be subject to terminate until Lessor has given Lessee notice of the improper payment and Lessee has not cured such problem within twenty (20) days of receipt of such notice.

(j) During any full calendar year after the expiration of the primary term, if this lease or any part thereof is maintained by production, the royalties paid to Lessee shall, as to the acreage still subject to this lease, in no event be less than Twenty-Five ($25.00) per net mineral acre held by production under the provisions hereof; otherwise, there shall be due and payable to Lessor or its credit at its depository on or before the last day of the month in which the anniversary date of this lease falls, a sum equal to the minimum royalties due hereunder less the amount of royalties paid

during the preceding year. In the event Lessee fails to make any payment as provided herein, the entire lease is subject to terminate at the option of Lessor, but it shall not be subject to terminate until Lessor has given Lessee notice of the improper payment and Lessee has not cured such problem within twenty (20) days of receipt of such notice.

(k) Lessee is obligated to Lessor to make and shall be liable for the payment of royalties hereunder irrespective of the failure or bankruptcy of any third party crude oil or gas purchaser, and irrespective of the execution by Lessor of a division order or any similar agreement in favor of any such third party purchaser. Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence no later than (120) days after the commencement of production. Thereafter, unless otherwise specifically provided herein, all accounting and payments for royalties shall be made on or before the end of the second calendar month following the calendar month in which production occurred. Should Lessee at any time fail to make royalty payments to Lessor on or before the last day of the second calendar month following the calendar month in which the production occurred, Lessor may, at Lessor's election, cancel this lease by giving Lessee ten (10) days advanced written notice of such cancellation. Lessee may avoid such cancellation by paying Lessor all sums owed by Lessee to Lessor prior to the expiration of said ten (10) day period. Unless otherwise herein expressly provided, and whether or not Lessor shall have canceled this lease for non-payment, any royalties or other payments provided for in this lease which are suspended and are not paid to Lessor within the time periods specified therefore shall accrue interest at the highest rate which may be legally contracted for by parties in the position of Lessor and Lessee from the due date until paid, and in addition to any other remedies available to Lessor at law, Lessor shall have a lien on Lessee's leasehold estate and all property, including oil or gas which has been produced but not yet removed from the leased premises. Acceptance by Lessor of royalties which are past due shall not act as a waiver or estoppel of Lessor's right to recover any and all interest due thereon under the provisions hereof unless the written acceptance of acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due Lessor hereunder which is made or intended to be made as an offer of settlement or an accord and satisfaction by or on behalf of Lessee must be accompanied by a Notice of Settlement Offer, so denominated, addresses to Lessor. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord and satisfaction printed or otherwise inserted thereon shall not be deemed to be an offer of settlement or accord and satisfaction unless accompanied by such Notice of Settlement Offer. Lessee shall pay all reasonable attorney's fees incurred by Lessor in connection with any lawsuit in which Lessor is successful in recovering any royalties or interest or in termination this lease due to Lessee's failure to pay royalties within the period set forth herein. Lessee further agrees to be solely responsible for the payment of royalties as provided for herein. Lessee agrees that it will not allow said royalty payments to be made by joint working interest owners or permitted assigns unless specifically agreed to by Lessor.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage of each of the separate tracts covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres in each area, and units pooled for gas hereunder shall not substantially exceed in area 320 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled

acreage as a pooled units. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable or producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling on or production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 2 (b) of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them produced from the pooled unit after deduction that used for operations on the pooled unit. Such allocation shall be on an acreage basis – that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above provided. As used in this paragraph, 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. (a) In the event oil and/or gas is discovered on said lands, Lessee agrees to further develop said lands as would a reasonable and prudent operator under the same or similar circumstances.

(b) Lessee shall adequately protect the oil and gas under said lands from drainage from adjacent lands or leases, including land not owned by Lessor and lands owned by Lessor which are leased at a lesser royalty. If oil or gas should be produced in paying quantities from a well draining said lands, Lessee shall, within ninety (90) days after notice from Lessor of such producing well, begin in good faith and pursue diligently operations leading to the drilling of an offset well and such offset well shall be drilled to such depth as may be necessary to prevent drainage of said lands, and Lessee shall use all means necessary in a good faith effort to make such offset well produce oil or gas in paying quantities. Payment of the bonus, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Paragraph 5(b); provided, however, that Lessee shall have the option of releasing this lease as to the Lands being drained, or of paying Lessor, as royalty, a sum equal to the royalties which would be payable under this lease on the production from the well on adjacent land had it been drilled and produced under this lease, and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, it will be considered that gas is being produced from said lands within the meaning of Paragraph 2 hereof. Lessee shall have no obligations under this provision if the lands covered by this lease are included within a proration or pooled unit.

6. Subject to the provisions hereinafter contained, the rights of either party hereunder may be assigned in whole or in part, but Lessee shall not, without the written consent of Lessor, be

permitted to (a) sever or separate the oil rights from the gas rights under this lease, or (b) make any assignment of acreage in tracts of less than all of the acreage in this lease. The provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If any assignment of this lease is made, the assignee shall, within thirty (30) days after the date of such assignment, notify Lessor in writing of the name and current address of said assignee, said notice shall also identify the lease and property involved and the interest so assigned, and no sale or assignment by either Lessor or Lessee shall be binding upon the other party until such party shall be furnished with a certified copy of the recorded instrument evidencing the same. In the event of assignment of this lease as to a segregated portion of said lands, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratable according to the surface area of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

7. When any of the operation contemplated by this lease are delayed or interrupted by operation of force majeure including storm, flood or other act of God, fire, war, rebellion, insurrection, riot, of as a result of some order, requisition, approval or necessity of any governmental agency having jurisdiction, the time of such delay or interruption shall not be counted against Lessee. All expressed or implied covenants or conditions of this lease shall be subject to all valid federal and sate laws, executive orders, rules or regulations of any governmental agency, state or federal, having jurisdictions, and this lease shall not be terminated in whole or in part, and Lessee shall not be liable in damages for failure to comply therewith, if compliance is prevented from, by or if such failure is a result of any such law, order, rule or regulation. If from any such cause, Lessee is prevented from conduction drilling or re-working operations or producing oil and/or gas from said lands, the time during which Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations, plus an additional 90 days. It is provided, however, that no such law, rule, order or regulation shall eliminate the necessity for, nor extend the time within which rentals, royalties and other payments provided for herein are to be paid. Before the provisions of this Paragraph may be relied upon, Lessee must furnish written notice to Lessor, within a reasonable time after the first day of the provisions hereof are relied upon, of such event, giving the beginning date thereof; and, within a reasonable time after such event ceases, notify Lessor of the resumption of activities, and Lessee shall be obligated to seek exceptions from any order, rule, regulation of governmental authority if the facts would raise grounds for seeking exceptions.

8. (a) Lessor, or Lessor's agent, at Lessor's sole risk, shall have access to the derrick floor and all other areas at all times during any operations conducted by Lessee on said lands. Lessee agrees to give Lessor at least twelve (12) hours advance notice of any logging, testing and coring operations to be conducted on any wells drilled on said lands in order that Lessor may have a representative present at such operations. During Lessee's regular office hours, Lessor shall have access to all information concerning the drilling, coring, testing and completing of all wells, including the driller's log and all electric logs and surveys, and to all production charts, records and information concerning the production and marketing of oil and gas form lands covered by this lease. Upon Lessor's request, Lessee agrees to furnish Lessor with final prints of all driller's logs, electrical logs and surveys obtained in the drilling of all wells on said lands, and copies of all core analysis and test results obtained from all wells, Copies of all applications and reports filed by Lessee with the Texas Railroad Commission in connection with Lessee's operations hereunder shall also be mailed to Lessor simultaneously with Lessee's mailing of such applications and reports to the Texas Railroad Commission. Upon Lessor's request, Lessee also agrees to advise Lessor of the sizes of chokes installed on all producing wells on said lands (and further advise Lessor of all changes made from time to time in such chokes), together with appropriate pressure information to permit Lessor to check the rate of production from a all such wells. Lessor shall have the right to strap all storage tanks and read and/or check all meters and charts affixed to producing wells at reasonable times without prior notice to Lessee. Lessor may, at Lessor's sole risk and expense, install check meters on or otherwise check any producing well or wells located on said lands.

(b) During the term of this lease, and for one year past the primary term of this lease, Lessee shall, upon request of Lessor, grant Lessor and/or Lessor's representatives access to all seismic, geological, geophysical and geochemical exploration data obtained by Lessee in its exploration of said lands so as to permit Lessor to make its own evaluation and interpretation of said data. At Lessor's request Lessee further agrees to provide Lessor and/or Lessor's representatives of

a copy of Lessee's interpretations of all data obtained in its exploration operations, provided however, that Lessor and/or its representatives agree to keep any and all information provided to it by Lessee confidential and not make said information, data, reports, logs and any other information obtained by Lessor from Lessee available to any third party.

9. Each individual Lessor executing this lease hereby warrants and agrees to defend the title to his or her respective undivided interest to the oil and gas in and under said lands, but each Lessor who executes this lease in a fiduciary capacity does not bind himself, herself or itself individually to a warranty of title to the undivided interest if his, her or its principal and join in this covenant of warranty insofar and only insofar as his, her or its respective fiduciary capacity has the power and authority to do so for the undivided interest in oil and gas represented, but no further. If Lessor's interest in the minerals covered by this lease in, on and under said lands is less than the undivided fee interest to the entirety thereof, then Lessor agrees that the royalties provided for in this lease shall be paid to Lessor in the proportion which Lessor's interest bears to the entire and undivided fee estate therein. With the exception of any existing installment federal estate tax liens, Lessee at its option, may discharge any tax lien upon Lessor's interest in the land covered by this lease (unless such tax lien is being contested in good faith by Lessor by appropriate proceedings instituted for such purpose) and, in that event, Lessee shall have the right to apply royalties hereunder to reimburse such payment.

10. It is agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, its successors, agents or assigns, but that any division orders or transfer orders shall be solely for the purpose of confirming the extent of Lessor's interest in production of oil and gas from said lands. Any amendment, alteration, extension or ratification of this lease or of any term or provision thereof shall be made by an instrument in writing clearly denominated as to its purpose and effect, describing the specific terms or provisions of the lease affected and the proposed change or modification thereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted and executed shall be of no force or effect.

11. Any notice or other communication permitted or required under the terms hereof shall be in writing and, unless otherwise specified, be deemed properly given on the date personally delivered, or on the date postmarked, if mailed, postage prepaid United States Mail, addressed to Lessor or Lessee at the address set forth at the commencement of this lease, or to other such address as may hereafter be designated by either party to the other by notice. Notice given in other manner shall be effective only if and when received.

12. Upon expiration or termination of this lease for any reason as to all or any portion of said lands, Lessee shall be obligated at its expense promptly to prepare, execute and file in the public records in the county in which said lands are located and appropriate release instrument covering all such portions of said lands, and to forward the original recorded release or a certified copy of the release to Lessor.

13. Lessee agrees and obligates itself to conduct its operations upon said lands in compliance with all federal, state and local laws and in such a way as to cause a minimum of damage to said lands and improvements thereon. In the event that there is no local law or ordinance regulating the drilling of oil and/or gas wells on said lands, Lessee agrees and obligates itself to conduct its operations in compliance with the standard for High Impact Gas Wells under Article II of Chapter 15 of the Municipal Code of the City of Fort Worth, Texas (relating to Gas Drilling and Production), which code provisions are referred to and incorporated into this lease for all purposes. Notwithstanding the foregoing, Lessee agrees that within one hundred twenty (120) days after any operation hereunder, weather permitting, Lessee shall repair the damaged land to the fullest practical extent, including the filling and leveling of all holes, pits, ruts, roads or excavations in the areas no longer to be used by Lessee; and upon termination hereof, to fully repair all damaged land not already repaired to the end that the land will be rendered to substantially the same condition as it was prior to commencement of such operations. Lessee shall pay for all actual injury or damage done or caused by Lessee in its operations hereunder to any buildings, fences, roads, roadway easements, culverts, merchantable timber, growing crops (including indigenous grasses and trees) or other improvements on said land or to livestock on said land which is not replaced or repaired by Lessee according to the terms of this lease.

14. Lessee shall not use surface water from watercourses, rivers, lakes, streams, ponds and other impoundments on said lands or groundwater from any existing water well located on said lands for any purpose without Lessor's consent. Lessee may drill a water well on said lands and use the groundwater from the water well for primary production operations for each oil or gas well the surface location of which is located on said lands. In the event Lessee drills a water well on said lands, when Lessee's need for it has ceased, upon Lessor's written request, said water well and all pipe, casing and connections will be assigned to Lessor. Lessee shall not use groundwater from said lands for primary production operations in connection with any well located off of said lands. Lessee shall not use groundwater from said land for secondary and/or enhanced recovery operations in connection with any well whether located on or off of said lands without the written consent of and appropriate compensation to Lessor.

15. Lessee shall not use wells on said lands for disposal of salt water produced off of said lands without the written consent of and appropriate compensation to Lessor.

16. It is understood and agreed that one (1) year following the expiration of the primary term of this lease (or upon the expiration of any extension or renewal of the primary term), whichever occurs last, Lessee shall release said lands as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled in any well drilled on said lands; or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the said lands, whichever is the deepest, provided however, if Lessee is then engaged in operations on said lands, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

17. Lessee hereby releases and discharges Lessor, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, arising out of, incidental to, or resulting from, the operations of or for Lessee on said lands hereunder (or lands pooled therewith), or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said lands (and lands pooled therewith); those arising from Lessee's use of the surface of said lands; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND\OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.

18. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters,

groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, said lands, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on said lands any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR, ITS AGENTS, EMPLOYEES, TENANTS, GUESTS, INVITEES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OR CONTROL OF SAID LANDS. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT SAID LANDS DURING LESSEE'S OCCUPANCY OF SAID LANDS IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE LESSOR WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT SAID LANDS. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS LEASE.

19. It is agreed and understood that as a condition of this lease agreement, that no surface use is allowed by Lessee for drillsites, pipelines, or equipment storage.

20. It is agreed and understood that a Memorandum of Oil and Gas Lease will be filed of record for the purpose of providing record notice of the existence of this Lease in lieu of recording the executed original. Said Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of Johnson County, Texas, within a reasonable period of time by Lessee and a copy thereof will be furnished to Lessor.

21. It is agreed and understood that the attached addendum shall be considered to be condition of this lease agreement.

22. This instrument may be executed in multiple counterparts which shall be construed together as a single instrument as though all parties had signed one instrument and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the same, their respective, heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

LESSOR:

Harold F. Massey

[redacted]

SSN

Nancy Massey

[redacted]

SSN

LESSEE:

Hollis R. Sullivan, Inc.

By: Hollis R. Sullivan
Title: President

STATE OF TEXAS }
}
COUNTY OF JOHNSON }

This instrument was acknowledged before me this 13th day of November, 2006, by Harold F. Massey and wife, Mancy Massey.

Notary Public in and for the State of Texas

CAROLYN OGLES
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 04-30-2010

STATE OF TEXAS }
}
COUNTY OF TARRANT }

This instrument was acknowledged before me this 16th day of November, 2006, by Hollis R. Sullivan, President of Hollis R. Sullivan, Inc. on behalf of said corporation in such capacity.

Notary Public in and for the State of Texas

HOLLIS PARKER SULLIVAN
Notary Public, State of Texas
My Commission Expires
February 03, 2010

Exhibit A

Tract 1: 5.99 acres of land, more or less, out of the M. W. Sanders survey, A-793, Johnson County, Texas, being more particularly described in that certain Warranty Deed dated May 18, 1978 from Volkman-Shetter, Inc., to Harold Massey and wife, Mancy Massey recorded in Volume 759, Page 364, Official Public Records of Johnson County, Texas.

ADDENDUM TO OIL AND GAS LEASE

23. If Lessee sells the oil and gas produced from the lands covered by this Lease or lands pooled therewith to an unaffiliated third party in an arm's length transaction and Lessor does not take its royalty in kind, the value of the royalties paid to Lessor shall be based upon the total proceeds received by Lessee from such sale. The royalties payable to Lessor shall be free of all costs of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting or marketing accruing prior to the point of sale of such oil and gas.

24. If a well has been drilled on the lands covered by this Lease or on acreage pooled therewith to the Barnett Shale Formation but the well has not yet been fractured, stimulated or otherwise completed, the well shall be deemed to be capable of producing in paying quantities for purposes of paying shut-in royalties.

1350-4846-50
Renfro

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OIL AND GAS LEASE

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

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This Oil and Gas Lease is entered into this 13th day of July, 2006, by and between **Lena Fincher** ("Lessor"), whose address is 2316 East Renfro Street, Burleson TX, 76028, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

Tract 1: 3.6 acres of land, more or less, out of the M.W. Sanders, Survey, A-793, Johnson County, Texas, being more particularly described in that certain Assumption Warranty Deed dated November 29, 1979 from Robert L. Lauterbach and wife, Debra Lauterbach to Lena Fincher, recorded in Volume 817, Page 93, Official Public Records of Johnson County, Texas.

Tract 2: 5.143 acres of land, more or less, out of the M.W. Sanders, Survey, A-793, Johnson County, Texas, being more particularly described in that certain Warranty Deed dated June 20, 1980 from Robert L. Lauterbach and wife, Debra Lauterbach to Lena Fincher, recorded in Volume 837, Page 278, Official Public Records of Johnson County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty three percent (23%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty three percent (23%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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 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 320 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

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

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, 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, 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to $5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of Paragraph 2 of this Lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises then the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, 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 and/or production as provided herein as if such delay had not occurred.

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the "Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

LESSOR:

Lena Fincher

Lena Fincher

SSN

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this 17th day of July, 2006, by Lena Fincher.

Notary Public – State of Texas

TRAVIS F. THOMPSON
Notary Public, State of Texas
My Commission Expires
October 01, 2008

After recording return to:

Hollis R. Sullivan, Inc.
P.O. Box 9289
Wichita Falls, Texas 76308

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OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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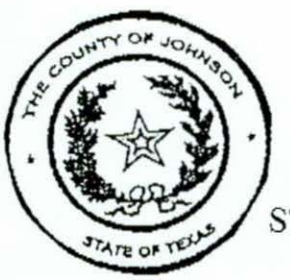
BK 3866PG0700

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 1:44 AM ☐ PM ☑

AUG 02 2006

County Clerk Johnson County
By CA Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

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OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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044831

BK 3934 PG 0424

OIL AND GAS LEASE

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

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This Oil and Gas Lease is entered into this 9th day of October, 2006, to be Effective October 15, 2006, by and between Terry S. McCarty and wife, Suzanne M. McCarty, ("Lessor"), whose address is 2400 E. Renfro Street, Burleson, TX 76028, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

13.16 acres, more or less, out of the I.W. Renfro Survey, A-739, Johnson County, Texas and being more particularly described in that certain Special Warranty Deed dated February 1, 1990, by and between Terry S. McCarty, as Grantor, and Suzanne M. McCarty, as Grantee, recorded in Volume 1486, Page 133, Official Public Records, Johnson County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of two (2) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty five percent (25%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty five percent (25%) of the amount realized by Lessee, computed at the point of sale, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. Lessor's royalty shall never bear any part of the monetary out of pocket costs or expenses incurred prior to the point of sale of production for separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage or marketing of the oil or gas produced from the leased premises or lands pooled therewith, nor any part of the costs of construction, operation or depreciation of any plant or other facilities or equipment used in the handling of oil or gas produced from the leased premises or lands pooled therewith. The value used to calculate Lessor's gas royalty shall never be less than the total proceeds received by Lessee for the sale of gas produced from the Leased Premises.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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 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 320 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

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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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, 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, 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to $50.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of Paragraph 2 of this Lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

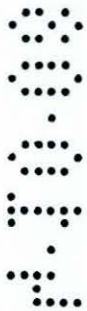
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises then the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, 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 and/or production as provided herein as if such delay had not occurred.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the "Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.



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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

20. NO SURFACE OPERATIONS. Lessee shall not enter upon the surface of the leased premises, erect, set up or place any structure or building on the leased premises, or conduct any operations upon the surface of the leased premises without the written consent of Lessor. Lessee shall not interfere with any right-of-way, water well, watercourse, pond or other impoundment used by Lessor. Lessee shall only develop the leased premises by pooling, as provided herein, or by directional or horizontal drilling commenced from a surface location on other lands in such manner that the path of the wellbore is under and through the leased premises and the bottom-hole or terminus is on the leased premises or lands pooled therewith.

LESSOR:

Terry S. McCarty

Suzanne M. McCarty

SSN

SSN

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on this 9th day of October, 2006, by Terry S. McCarty and wife, Suzanne M. McCarty.

Notary Public / State of Texas

TRAVIS F. THOMPSON
Notary Public, State of Texas
My Commission expires
October 01, 2008

After Recording please return documents to:
Norwood Land Services, LLC
204 North Main
Cleburne, TX 76033

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

BK 3934 PG 0427

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
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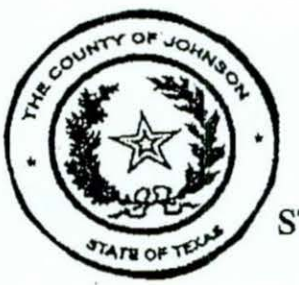
Filed For Record 11:40 AM ☑ PM ☐

OCT 25 2006

County Clerk Johnson County
By md Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

5.

File No. MF 108884

Date Filed: 4/8/08

Jerry Patterson, Commissioner

By

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OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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84

Retro

027979

BK 4128 PG 0038

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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 OF OIL AND GAS LEASES WITH RESERVATION OF OVERRIDING ROYALTY INTEREST

STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JOHNSON)

THAT, **XTO ENERGY INC.** a Delaware Corporation, whose mailing address is 810 Houston Street, Fort Worth, Texas 76102, (herein referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, transfer, assign, convey and deliver, subject to the reservation herein contained, unto **HOLLIS R. SULLIVAN, INC.,** whose mailing address is P.O. Box 9289, Wichita Falls, TX 76308, (herein referred to as "Assignee"), the interests described below in and to the following:

(a) All of Assignor's undivided interests in the oil, gas and mineral leases listed and identified on Exhibit "A" attached hereto (the "Leases"), together with corresponding interests in (i) all rights, benefits, and powers conferred upon the holder of the Leases with respect to the use and occupation of the surface of the lands covered thereby; and (ii) any rights, options, titles, and interests of Assignor, including rights to obtain or otherwise earn any interest in the Leases or lands covered thereby.

(b) All of the files, records, documents, correspondence and data now in the possession or control of Assignor that specifically relates to the items described in subparagraph (a) above (the "Records").

the properties and rights described in (a) through (b) above being collectively referred to herein as the "Properties"; it being the intent hereof to convey to Assignee all of the above described interests in and to the Properties and the lands included within the Properties, whether or not Exhibit "A" incorrectly limits or incompletely describes the Leases or Assignor's interest therein.

With respect to each of the Leases, Assignor specifically excepts from this Assignment, and reserves unto itself, and its successors and assigns, an overriding royalty interest equal to the difference (if any) between (a) Twenty Five percent (25.0%) of the oil, gas and other hydrocarbons produced and saved from the lands covered by each of the Leases and (b) all royalties, overriding royalties and other payments out of production which burden each of the Leases as of the date hereof, subject to the other terms and provisions of this Assignment, (herein called the "Overriding Royalty Interest"), it being the intention of Assignor to assign to Assignee a net revenue interest of 75.0 % of production from the undivided interests in the lands hereby assigned.

The Overriding Royalty Interest herein reserved shall be paid and delivered to the credit of Assignor free and clear of all of the risks, costs and expenses of development and operation, but such Overriding Royalty Interest shall bear and pay its proportionate share of all taxes and all costs and expenses incurred in the gathering, transportation, compression, and treatment necessary in connection with the marketing of production. In the event Assignee, or its successors and assigns, should create a subsidiary company to gather, transport, compress and treat any product to be marketed from the Leases, Assignor's Overriding Royalty Interest shall bear only its proportionate share of only the reasonable cost and expenses charged by any such subsidiary company that do not exceed similar charges by third party providers in the area.

After recording return to:

Hollis R. Sullivan, Inc.
P.O. Box 9289
Wichita Falls, Texas 76308

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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4-10-08

The Overriding Royalty Interest herein reserved is based upon the assumption that each of the Leases cover the entire leasehold estate in the land described in each Lease and that Assignor owned and assigned hereby 100% of the working interest in each Lease; provided that, if any of the Leases cover less than the entire leasehold estate in the land described therein, or if Assignor owned less than 100% of the working interest rights in any of the Leases prior to this Assignment to Assignee, then the Overriding Royalty Interest hereby reserved under such Lease shall accordingly be reduced proportionately.

The Overriding Royalty Interest hereby reserved is expressly subject to the rights, privileges and authority of Assignees, its successors, assigns and affiliates to pool, combine or unitize the lands covered by the Lease(s), or any portion thereof, with any other lands, leases or mineral interests in any manner deemed necessary by Assignee; and neither the joinder nor consent by Assignor shall be required in connection with any such pooling, combining or unitization. Where oil, gas and/or other minerals is produced from any unit so formed, Assignor shall receive on production from such unit only such portion of the Overriding Royalty Interest reserved herein, as the amount of surface acreage of the land affected by such Overriding Royalty Interest and placed in said unit bears to the total surface acreage included in the unit, unless some other formula for apportionment of production is adopted for the unit and in such case that formula shall be used.

This Assignment is made and accepted upon the following terms and conditions:

1. Assignor will execute and deliver all such other and additional instruments, notices, releases, and other documents and will do all such other acts as may be necessary to more fully assign to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

2. As part of the consideration for the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this agreement.

3. Upon receipt Assignee agrees to provide well information, including logs, to Assignor from wells participated in or drilled by Assignee on the assigned Properties or lands pooled therewith. Assignor agrees to hold said information confidential and agrees not to disseminate same to third parties.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, Assignee's successors and assigns, subject to the matters set forth herein; and Assignor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Properties unto the said Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Assignor, but not otherwise. Additionally, Assignor grants and transfers to Assignee the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against predecessors in title.

IN WITNESS WHEREOF, this Assignment is made the 12th day of June, 2007.

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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4-10-09

ASSIGNOR:

XTO ENERGY INC.

Edwin S. Ryan, Jr., Senior Vice President – Land Administration BJ

ASSIGNEE:

HOLLIS R. SULLIVAN, INC.,

By: _____
Hollis R. Sullivan, President

STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 12th day of June, 2007, by Edwin S. Ryan, Jr., as Senior Vice President-Land Administration, XTO ENERGY INC., a Delaware Corporation on behalf of such corporation.

Carla Daniels
Notary Public for the State of Texas

My Commission Expires:

_____

CARLA J. DANIELS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/14/07

STATE OF TEXAS)
COUNTY OF WICHITA)

This instrument was acknowledged before me on the 21 day of June, 2007, by Hollis R. Sullivan, President, HOLLIS R. SULLIVAN, INC.

Sharon S. Smith
Notary Public for the State of Texas

SHARON S. SMITH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES: 06-01-2009

My Commission Expires: 06-01-2009

_____

07-04

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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4-10-08

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Assignment of Oil and Gas Leases dated June12, 2007 by and between XTO Energy Inc. and Hollis R. Sullivan, Inc., covering lands in Johnson County, Texas

Lessor:	Cheryl Dianne Durham, Individually and as Independent Executor of the Estates of Kenneth Bartoo, deceased & Nadine Bartoo, deceased and Gene A. Bartoo and Glenda Bartoo, wife
Lessee:	XTO Resources I, LP
Dated:	June 8, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3842, Page 814, Official Public Records, Johnson County, Texas
Description:	5.968 acres, more or less, being out of the Issac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated May 30, 1978 from Nell Curtis et al to Kenneth M. Bartoo and Hazel N. Bartoo, husband and wife filed at Volume 760, Page 463 of the Deed Records of Johnson County, Texas.

Lessor:	Jack Gilman and Linda Gilman, wife
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 865, Official Public Records, Johnson County, Texas
Description:	Tract One: 7.75 acres, more or less, being out of the Isaac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated March 17, 2005 from Bobby G. Kirkpatrick and Arlene Kirkpatrick to Jack Gilman and Linda Gilman filed at Volume 3498, Page 56 of the Deed Records of Johnson County, Texas. Tract Two: 2.74 acres, more or less, being out of the Isaac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated March 17, 2005 from Bobby G. Kirkpatrick and Arlene Kirkpatrick to Jack Gilman and Linda Gilman filed at Volume 3498, Page 56 of the Deed Records of Johnson County, Texas. SAVE & EXCEPT: Tract One: 1.81 acres, more or less, being out of the Isaac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated October 7, 1970 from Bobby G. Kirkpatrick and Arlene Kirkpatrick to Mary Elizabeth Douglas filed at Volume 543, Page 46 of the Deed Records of Johnson County, Texas. Tract Two: 2.30 acres, more or less, being out of the Isaac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated April 23, 1979 from Bobby G. Kirkpatrick and Arlene Kirkpatrick husband and wife to Donald H. Matheson and Helen H. Matheson, husband and wife filed at Volume 794, Page 587 of the Deed Records of Johnson County, Texas. Tract Three: 1.00 acre, more or less, being out of the Isaac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated February 10, 1998 from Bobby G. Kirkpatrick and Arlene Kirkpatrick to Thomas Gordon Grant et ux, Mary Lee Grant filed at Volume 2147, Page 205 of the Deed Records of Johnson County, Texas.

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

By: Cheryl Aikman, Deputy
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4-10-09

Lessor:	Thomas Gordon Grant and Mary Lee Grant, wife
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 884, Official Public Records, Johnson County, Texas
Description:	1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated February 10, 1998 from Bobby G. Kirkpatrick, et ux Arlene G. Kirkpatrick to Thomas Gordon Grant et ux, Mary Lee Grant filed at Volume 2147, Page 205 of the Deed Records of Johnson County, Texas.

Lessor:	John L. Jenkins and Elizabeth Ann Jenkins, wife
Lessee:	XTO Resources I, LP
Dated:	June 3, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3842, Page 812, Official Public Records, Johnson County, Texas
Description:	1.543 acres, more or less, being out of the Issac W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated June 21, 2000 from Mary Elizabeth Douglas and spouse, Robert H. Douglas to John L. Jenkins filed at Volume 2492, Page 923 of the Deed Records of Johnson County, Texas.

Lessor:	Sandra Kay Prince, a single woman
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3869, Page 160, Official Public Records, Johnson County, Texas
Description:	1.00 acres, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described as Lot 15 Block 2 Ranchette Estates Addition, an Addition to Johnson County, Texas, according to the plat recorded in Volume 1, Page 279 of the Plat Records of Johnson County, Texas.

Lessor:	Ronald Lee McCullough and Jamie Lynn McCullough, wife
Lessee:	XTO Resources I, LP
Dated:	April 26, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3802, Page 351, Official Public Records, Johnson County, Texas
Description:	1.00 acres, more or less, being Lot 12 Block 2, Ranchette Estates, an addition to the city of Burleson, Johnson County, Texas, according to the plat recorded in Volume 1, Page 279 of the Plat Records of Johnson County, Texas.

Lessor:	Robert E. Gustafson and Carla M. Gustafson, wife
Lessee:	XTO Resources I, LP
Dated:	June 7, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3842, Page 818, Official Public Records, Johnson County, Texas
Description:	1.00 acres, more or less, being Lot 1 Block 1, Ranchette Estates Addition, an Addition to Johnson County, Texas, according to the plat recorded in Volume 1, Page 279 of the Plat Records of Johnson County, Texas.

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4-10-08

Lessor: Dwayne Burgamy and Cristy Burgamy, wife
Lessee: XTO Resources I, LP
Dated: June 6, 2006
Recorded: Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 25, Official Public Records, Johnson County, Texas
Description: 1.00 acres, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described as Lot 2, Block 1, Ranchette Estates, an addition to Johnson County according to the plat recorded in Volume 1, Page 279 of the Plat Records of Johnson County, Texas.

Lessor: Donald J. Hertel and Carol Hertel, wife
Lessee: XTO Resources I, LP
Dated: April 26, 2006
Recorded: Memorandum of Oil and Gas Lease recorded at Volume 3808, Page 41, Official Public Records, Johnson County, Texas
Description: 1.00 acres, more or less, being Lot 3 Block 1, Ranchette Estates, an addition to Johnson County, Texas, according to the plat recorded in Volume 1, Page 279 of the Plat Records of Johnson County, Texas.

Lessor: Robert M. Hinderliter and Sharon Ann Hinderliter, wife
Lessee: XTO Resources I, LP
Dated: May 15, 2006
Recorded: Memorandum of Oil and Gas Lease recorded at Volume 3832, Page 901, Official Public Records, Johnson County, Texas
Description: 1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated January 4, 2002 from Benny Cate and spouse, Madeline Cate to Robert M. Hinderliter, a married person filed at Volume 2760, Page 420 of the Deed Records of Johnson County, Texas.

Lessor: B.L. Cate a/k/a Benny L. Cate and Madeline I. Cate, wife
Lessee: XTO Resources I, LP
Dated: June 8, 2006
Recorded: Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 898, Official Public Records, Johnson County, Texas
Description: Tract 1: 2.00 acres, more or less, being out of the Juliet G. Brown Survey, Abstract No. 95, and the J. Rea Survey, Abstract No. 1228, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated June 26, 1974 from Lindy D. Bransom and Lucile B. Bransom, husband and wife to Benny L. Cate and Madeline Cate filed at Volume 641, Page 487 of the Deed Records of Johnson County, Texas.
Tract 2: 3.13 acres, more or less, being out of the Juliet G. Brown Survey, Abstract No. 95, Johnson county, Texas and being more particularly described in that certain Warranty Deed dated February 24, 1976 from Lindy D. Bransom and Lucile B. Bransom, husband and wife to Benny L. Cate and Madeline I. Cate filed at Volume 684, Page 11 of the Deed Records of Johnson County, Texas.
Tract 3: 4.087 acres, more or less, being out of the Issac W. Renfro Survey, Abstract No. 739, Johnson County, Texas and being more particularly described as Tract One in that certain Warranty Deed dated December 10, 1999 from Charles K. McKenzie and wife, Betty McKenzie to Benny Cate and wife, Madeline Cate filed at Volume 2417, Page 298 of the Deed Records of Johnson County.

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Cheryl Aikman

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4-10-09

Tract 4: 4.00 acres, more or less, being out of the Issac W. Renfro Survey, Abstract No. 739, Johnson County, Texas and being more particularly described as Tract Two in that certain Warranty Deed dated December 10, 1999 from Charles K. McKenzie and wife, Betty McKenzie to Benny Cate and wife, Madeline Cate filed at Volume 2417, Page 298 of the Deed Records of Johnson County.

SAVE & EXCEPT

Tract 1: 0.33 acres, more or less, being out of the Juliet G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated April 18, 1977 from Benny L. Cate and Madeline I. Cate, husband and wife to Lindy D. Bransom and Lucille B. Bransom, husband and wife filed at Volume 719, Page 516 of the Deed Records of Johnson County, Texas.

Tract 2: 0.63 acres, more or less, being out of the Juliet G. Brown Survey, Abstract No. 95, Johnson county, Texas and being more particularly described in that certain Warranty Deed dated March 30, 1983 from Benny L. Cate and Madeline I. Cate, husband and wife to Morton L. Barnes and Vicki A. Barnes filed at Volume 938, Page 685 of the Deed Records of Johnson County, Texas.

Tract 3: 2.00 acres, more or less, being out of the Juliet G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated April 18, 1977 from Benny L. Cate and Madeline I. Cate to Jimmy Cate et ux, Sherry L. Cate filed at Volume 1144, Page 254 of the Deed Records of Johnson County, Texas.

Tract 5: 1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated July 1, 2002 from Benny Cate and Madeline Cate, to Aaron Buck, a single person filed at Volume 2854, Page 813 of the Deed Records of Johnson County, Texas.

Tract 6: 1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated July 30, 2002 from Benny Cate and Madeline Cate, to Myles Carroll and A. Sue Carroll filed at Volume 2873, Page 260 of the Deed Records of Johnson County, Texas.

Tract 7: 1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated October 17, 2003 from B.L. Cate a/k/a Benny Cate and wife, Madeline Cate to Billie Cate, an unmarried person filed at Volume 3172, Page 345 of the Deed Records of Johnson County, Texas.

Tract 8: 1.09 acres, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated February 17, 2006 from Benny Cate and wife, Madeline Cate to Bradley W. Cate and wife Tina R. Cate filed at Volume 3739, Page 480 of the Deed records of Johnson County, Texas.

Lessor:	Billie Cate
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 833, Official Public Records, Johnson County, Texas
Description:	1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated October 17, 2003 from B.L. Cate a/k/a Benny Cate and wife, Madeline Cate to Billie Cate, an unmarried person filed at Volume 3172, Page 345 of the Deed Records of Johnson County, Texas.

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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4-10-08

Lessor:	Aaron Buck and Lorin A. Buck, wife
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 35, Official Public Records, Johnson County, Texas
Description:	1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated July 1, 2002 from Benny Cate and Madeline Cate to Aaron Buck a single person filed at Volume 2854, Page 813 of the Deed Records of Johnson County, Texas.

Lessor:	Myles Carroll and A. Sue Carroll, wife
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 41, Official Public Records, Johnson County, Texas
Description:	1.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated July 30, 2002 from Benny Cate and Madeline Cate to Myles Carroll and A. Sue Carroll filed at Volume 2873, Page 260 of the Deed Records of Johnson County, Texas.

Lessor:	Robert M. Hinderliter and Sharon Ann Hinderliter, wife
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 867, Official Public Records, Johnson County, Texas
Description:	0.99 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described as Lot 4, Block 1, Ranchette Estates Addition according to the plat recorded in Volume 1, Page 279 of the Plat Records of Johnson County, Texas.

Lessor:	Howard M. Price and Norma L. Price, wife
Lessee:	XTO Resources I, LP
Dated:	April 26, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3819, Page 92, Official Public Records, Johnson County, Texas
Description:	4.00 acre, more or less, being out of the I.W. Renfro Survey, Abstract No. 739, Johnson County, Texas, and being more particularly described in that certain Correction Warranty Deed dated November 9, 1982 from Dorothy Faye McMurray to Howard M. Price filed at Volume 1365, Page 905 of the Deed Records of Johnson County, Texas.

Lessor:	Charles E. Denson and Laurie L. Denson, wife
Lessee:	XTO Resources I, LP
Dated:	May 15, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 43, Official Public Records, Johnson County, Texas
Description:	2.016 acre tract of land out of the James Rea Survey, Abstract 1228, Johnson County, Texas, and being more particularly described by metes and bounds in Warranty Deed dated August 15, 2003, from Elida G. Gonzalez and spouse Benjamin Silva, to Charles E. Denson and spouse Laurie L. Denson, as recorded in Volume 3137, Page 217, of the Official County records of Johnson County, Texas.

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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4-10-08

Lessor:	George T. Haile and Mary L. Haile, his wife
Lessee:	XTO Resources I, LP
Dated:	July 22, 2005
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3589, Page 900, Official Public Records, Johnson County, Texas
Description:	Tract One: 1.757 acres, m/l, out of the J.A. Renfro Survey, A-740, Johnson County, Texas, being more particularly described as Lot 23, Block 1, Oakview Acres in that certain Waranty Deed dated May 14, 1976, from Jay Palsay, Inc. to George T. Haile et ux, filed at Volume 691, Page 817 of the Deed Records of Johnson County, Texas. Tract Two: 2.055 acres, m/l, out of the J.A. Renfro Survey, A-740, Johnson County, Texas, being more particularly described as Lot 22, Block 1, Oakview Acres in that certain Waranty Deed dated November 23, 1993, from Jay Palsay, Inc. to George T. Haile et ux, filed at Volume 1741, Page 944 of the Deed Records of Johnson County, Texas. Tract Three: 1.793 acres, m/l, out of the J.A. Renfro Survey, A-740, Johnson County, Texas, being more particularly described as Lot 21, Block 1, Oakview Acres in that certain Waranty Deed dated November 1993, from Jay Palsay, Inc. to George T. Haile et ux, filed at Volume 1741, Page 949 of the Deed Records of Johnson County, Texas. Containing a total of 5.605 acres, more or less.

Lessor:	Leon Hamilton Sapp and Mary Adeline Sapp, wife
Lessee:	XTO Resources I, LP
Dated:	May 2, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3819, Page 90, Official Public Records, Johnson County, Texas
Description:	0.99862 acre tract of land out of the W.T. Wise Survey, Abstract 919 Johnson County, Texas, and being platted as Lot 1, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed dated November 24, 1982, from El Cerro Homes, to Leon Hamilton Sapp and Mary Adeline Sapp, husband and wife, as recorded at Volume 919, Page 554, Official County records of Johnson County, Texas.

Lessor:	Judy Gayle Ward, a single woman
Lessee:	XTO Resources I, LP
Dated:	May 2, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 829, Official Public Records, Johnson County, Texas
Description:	1.00 acre, more or less, being out of the W.T. Wise Survey, Abstract No. 919, Johnson County, Texas, and being more particularly described as Lot 2, Block 1, Hidden Glen Addition, an unrecorded subdivision in that certain Warranty Deed dated August 28, 1985, from Bush Properties, Inc. to Darrell G. Ward and wife Judy Ward filed at Volume 1137, Page 686 of the Deed Records of Johnson County, Texas.

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
The ss# and other personal identifiers may have been redacted from this document but is otherwise a full true and correct copy of the original on file and of record in my office.

Lessor:	Eddie L. Mahan and Letetia T. Mahan, wife
Lessee:	XTO Resources I, LP
Dated:	May 1, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 903, Official Public Records, Johnson County, Texas
Description:	0.99862 acre tract of land out of the W.T. Wise Survey, Abstract No. 919, Johnson County, Texas, and being platted as Lot 3, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed, dated September 13, 1991, from William F. Manry and wife, Joann Manry, to Eddie L. Mahan and wife, Letetia T. Mahan, as recorded in Volume 1575, Page 719, of the Official County records of Johnson County, Texas.

Lessor:	Kimberly A. Stephens a/k/a Kimberly A. Maddock and Matthew W. Stephens, husband
Lessee:	XTO Resources I, LP
Dated:	June 8, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 873, Official Public Records, Johnson County, Texas
Description:	2.669 acre tract of land out of the W.T. Wise Survey, Abstract No. 919, Johnson County, Texas, and being platted as Lot 5, Block 1, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed, dated October 3, 1997, from Luther M. Batie, Jr. and wife, Mary Ellen Batie, to Steven P. Maddock and wife, Kimberly A. Maddock, as recorded in Volume 2113, Page 781, of the Official County records of Johnson County, Texas.

Lessor:	Robert Richard Powell a/k/a Robert R. Powell and Patricia Ann Powell, wife
Lessee:	XTO Resources I, LP
Dated:	April 25, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3808, Page 34, Official Public Records, Johnson County, Texas
Description:	10.00 acres, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described in that certain Deed dated August 27, 1999 from Veterans Land Board of the State of Texas to Robert Richard Powell filed at Volume 2378, Page 57 of the Deed records of Johnson County, Texas. SAVE & EXCEPT 1.0 acre, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated December 30, 2002 from Robert R. Powell to Larry Joseph Powell et ux filed at Volume 2951, Page 416 of the Deed Records of Johnson County, Texas.

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County Clerk, Johnson County, Texas

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4.10.08

Lessor:	Larry Joseph Powell and Melissa Powell, wife
Lessee:	XTO Resources I, LP
Dated:	April 27, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3819, Page 98, Official Public Records, Johnson County, Texas
Description:	1.00 acre tract, more or less, being a part of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described by metes and bounds, in Warranty Deed, dated December 30, 2002 from Robert R. Powell, a single man, to Larry Joseph Powell and wife, Melissa Powell, as recorded in Volume 2951, Page 416 of the Deed Records of Johnson County, Texas.

Lessor:	Jimmy Cate and Sherry L. Cate, wife
Lessee:	XTO Resources I, LP
Dated:	June 5, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 894, Official Public Records, Johnson County, Texas
Description:	2.007 acres, more or less, being a part of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described in that certain Warranty Deed, dated October 4, 1985 from Benny L. Cate et ux Madeline to Jimmy Cate et ux Sherry L. Cate filed at Volume 1144, Page 254 of the Deed Records of Johnson County, Texas.

Lessor:	Kenneth Neu, a single man
Lessee:	XTO Resources I, LP
Dated:	May 1, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3809, Page 454, Official Public Records, Johnson County, Texas
Description:	5.00 acre tract, more or less, out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated April 26, 2001, from J.M. Taylor and wife, Vicki Taylor to Kenneth Neu, a single man, as recorded in Volume 2620, Page 674, of the Official County Records of Johnson County, Texas.

Lessor:	Dana R. Kendrick a/k/a Dana R. Powell and Erik Keith Kendrick, husband
Lessee:	XTO Resources I, LP
Dated:	May 25, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3827, Page 31, Official Public Records, Johnson County, Texas
Description:	1.62 acre tract, more or less, out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Owelty Deed, dated October 20, 2000, from Michael C. Powell, to Dana R. Powell, as recorded in Volume 2448, Page 446, of the Official County Records of Johnson County, Texas.

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4-10-08

Lessor:	Barbara L. Euckert-Wilson and Cecil R. Wilson, husband
Lessee:	XTO Resources I, LP
Dated:	May 16, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 892, Official Public Records, Johnson County, Texas
Description:	2.93 acre tract, more or less, out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated June 23, 1993, from Woodrow Wilson Harbin and wife, Perry Ethelleen Harbin, to Barbara L. Euckert, a single woman, as recorded in Volume 1704, Page 11, of the Official County Records of Johnson County, Texas.

Lessor:	Thomas L. Sevier and Nancy K. Sevier, wife
Lessee:	XTO Resources I, LP
Dated:	June 1, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3842, Page 816, Official Public Records, Johnson County, Texas
Description:	2.00 acres, more or less, being out of the Juliet G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated November 30, 1999, from Philip Roy Glen and wife Cynthia Kay Glenn to Thomas L. Sevier and wife, Nancy K. Sevier filed at Volume 2413, Page 929, of the Deed Records of Johnson County, Texas.

Lessor:	Leora Fay Kelley, a single person
Lessee:	XTO Resources I, LP
Dated:	July 24, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3871, Page 605, Official Public Records, Johnson County, Texas
Description:	Being the Eastern half of a 10.0 acre tract, more or less, out of the J.G. Brown Survey, Abstract 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in a Warranty Deed, dated March 4, 1965, from Cletus Magar, a single man and Wanda Magar, a single woman, to Woodrow L. Kelley and wife, Leora Fay Kelley, as recorded in Volume 479, Page 65, of the Official County Records of Johnson County, Texas. SAVE & EXCEPT, a 5.0 acre tract, more or less, conveyed in a Warranty Deed, dated March 4, 1965 to Enoch W. Kelley and wife, Ruth J. Kelley, as recorded in Volume 479, Page 37, of the Official County Records of Johnson County, Texas.

Lessor:	Joe F. Lindamood and Katie A. Lindamood, wife
Lessee:	XTO Resources I, LP
Dated:	May 5, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3819, Page 96, Official Public Records, Johnson County, Texas
Description:	4.705 acre tract, more or less, out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated June 18, 1992, from Jerroll W. Essex and wife, Donna R. Essex to Joe F. Lindamood and wife Katie A. Lindamood, as recorded in Volume 1626, Page 118, of the Official County Records of Johnson County, Texas.

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County Clerk, Johnson County, Texas

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Lessor:	Kenneth Ray Hawkins and Paula Marilyn Hawkins, wife
Lessee:	XTO Resources I, LP
Dated:	May 16, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 896, Official Public Records, Johnson County, Texas
Description:	4.739 acres, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed dated June 1, 1989, from Frank Lester Kindred and wife, Carol A. Kindred to Kenneth Ray Hawkins and wife Paula Marilyn Hawkins filed at Volume 1422, Page 389, of the Deed Records of Johnson County, Texas.

Lessor:	Charles T. Bomgardner and Juanita M. Bomgardner, wife
Lessee:	XTO Resources I, LP
Dated:	April 28, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 886, Official Public Records, Johnson County, Texas
Description:	4.87 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed dated June 18, 1976, from James Richard Bransom and Cynthia Ann Bransom, husband and wife, to Charles T. Bomgardner and Juanita M. Bomgardner, husband and wife, as recorded in Volume 693, Page 816, of the Official County records of Johnson County, Texas.

Lessor:	Joe Fisher and Virginia Fisher, wife
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3880, Page 189, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I..W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being in the Pearl Addition, Lot 6 Block 1, lying within Johnson County, Texas. Conveyed in a Warranty Deed with Vendors Lien, dated September 21, 1998, from Gary D. Rush and wife, Cynthia D. Rush, to Joe Fisher and wife, Virginia Fisher, as recorded in Volume 2233, Page 232, of the Official County records of Johnson County, Texas and being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

Lessor:	Arville E. Stinnett and Rebecca Sheree Stinnett, wife
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3886, Page 802, Official Public Records, Johnson County, Texas
Description:	0.75 acres, more or less, being Lot 4, in Block 2, Pearl Addition, and addition in Johnson County, Texas, according to the plat thereof recorded in Volume 6, Page 83 of the Plat Records of Johnson County, Texas.

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Lessor:	Marie V. Miller, a widow
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3883, Page 209, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I..W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being in the Pearl Addition, Lot 6 Block 2, lying within Johnson County, Texas. Conveyed in a Warranty Deed, dated January 13, 1988, from Volkman Lumber, Inc., to Henry E. Miller and wife, Marie V. Miller, as recorded in Volume 1332, Page 424, of the Official County records of Johnson County, Texas and being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

Lessor:	Angela L. Beaty, a single woman
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3871, Page 603, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I.W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being the Pearl Addition, Lot 1 Block 2, lying within Johnson County, Texas. Conveyed in a Warranty Deed with Vendors Lien, dated November 4, 2004, from Terry L. Brown and wife, Carolyn Brown, to Angela L. Beaty, a single woman, as recorded in Volume 3410, Page 925, of the Official County Records of Johnson County, Texas, and being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

Lessor:	Worden E. Giles and Wilma L. Giles
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3883, Page 211, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I.W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being the Pearl Addition, Lot 7 Block 1, lying within Johnson County, Texas. Conveyed in a Warranty Deed with Vendors Lien, dated November 5, 1993, from Volkman's Inc. to Worden E. Giles and wife, Wilma L. Giles, as recorded in Volume 1737, Page 514, of the Official County Records of Johnson County, Texas, and being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

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County Clerk, Johnson County, Texas

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4-10-09

Lessor:	Jack D. Felt and Jane L. Felt, wife
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3863, Page 855, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I.W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being the Pearl Addition, Lot 5 Block 1, lying within Johnson County, Texas. Conveyed in a Warranty Deed with Vendors Lien, dated April 18, 1995, from Volkman's Inc. to Jack D. Felt and wife, Jane L. Felt, as recorded in Volume 1864, Page 735, of the Official County Records of Johnson County, Texas, and being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

Lessor:	David Bruce Bankston and Regina Lynn Bankston, wife
Lessee:	XTO Resources I, LP
Dated:	July 19, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3863, Page 215, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I.W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being the Pearl Addition, Lot 4 Block 1, lying within Johnson County, Texas. Conveyed in a Warranty Deed with Vendors Lien, dated August 8, 1990, from Volkman's Inc. to David Bruce Bankston and wife, Regina Lynn Bankston, as recorded in Volume 1503, Page 247, of the Official County Records of Johnson County, Texas, and being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

Lessor:	Steven C. Marsh and Melody D. Marsh, husband and wife
Lessee:	XTO Resources I, LP
Dated:	August 18, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3886, Page 800, Official Public Records, Johnson County, Texas
Description:	0.50 acre tract of land, more or less, out of the J.G. Brown Survey, Abstract 95, the I.W. Renfro Survey, Abstract 739, and the J. Rea Survey, Abstract 1228, being the Pearl Addition, Lot 2 Block 1, lying within Johnson County, Texas. Conveyed in a Warranty Deed with Vendors Lien, dated August 5, 1998, from Cindy Quick, to Steven C. Marsh and wife, Melody D. Marsh, as recorded in Volume 2227, Page 473, of the Official County Records of Johnson County, Texas, including all of the lessor's interest in streets, alleys, roadways, easements and rights-of-way adjacent thereto. Being more particularly described by metes and bounds in the Plat recorded in Volume 6, Page 83, Plat Records, Johnson County, Texas.

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Cheryl Aikman

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4.10.08

Lessor:	Willard D. Willis and Dorcas L. Willis, wife
Lessee:	XTO Resources I, LP
Dated:	July 24, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3894, Page 437, Official Public Records, Johnson County, Texas
Description:	1.00 acre tract, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated August 24, 1992, from Joe Edward Britton, a single man, to Willard D. Willis and wife Dorcas L. Willis, as recorded in Volume 1639, Page 406, of the Official County Records of Johnson County, Texas. AND 2.75 acre tract, more or less, out of the J.G. Brown Survey, Abstract 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in a Warranty Deed, dated August 24, 1992, from Joe Edward Britton, a single man, to Willard D. Willis and wife, Dorcas L. Willis, as recorded in Volume 1639, Page 418, of the Official County Records of Johnson County, Texas.

Lessor:	Robert E. Britton and Beverly K. Britton, wife
Lessee:	XTO Resources I, LP
Dated:	July 24, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3871, Page 601, Official Public Records, Johnson County, Texas
Description:	5.25 acre tract, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated January 6, 1988, from Joe Edward Britton and wife, Thela Britton, to Robert E. Britton and wife, Beverly K. Britton, as recorded in Volume 1331, Page 516, of the Official County Records of Johnson County, Texas.

Lessor:	Dorand Ciesynski and Sandy Ciesynski, wife
Lessee:	XTO Resources I, LP
Dated:	May 16, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3835, Page 850, Official Public Records, Johnson County, Texas
Description:	4.87 acre tract of land out of the J.G. Brown Survey, Abstract 95, Johnson County, Texas, and being more particularly described in that certain Warranty Deed dated April 24, 1987, from Danny J. Stanley and wife Carol A. Stanley to Dorand Ciesynski and wife Sandy Ciesynski filed at Volume 1276, Page 931, of the Deed Records of Johnson County, Texas.

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County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy

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4-10-09

Lessor:	Allen B. Willis and Cynthia L. Willis, wife
Lessee:	XTO Resources I, LP
Dated:	April 26, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3871, Page 607, Official Public Records, Johnson County, Texas
Description:	3.31 acre tract, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated October 18, 1989, from Sharon Vivian Warren, a single woman, to Allen B. Willis and wife, Cynthia L. Willis, as recorded in Volume 1447, Page 426, of the Official County Records of Johnson County, Texas. AND 1.06 acre tract, more or less, out of the J.G. Brown Survey, Abstract 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed with Vendor's Lien, dated July 9, 1993, from Jimmy Clyde Harrison, a single man, to Allen B. Willis and wife, Cynthia L. Willis, as recorded in Volume 1707, Page 840, of the Official County Records of Johnson County, Texas.

Lessor:	Jimmy J. Britton and Tina Britton, wife
Lessee:	XTO Resources I, LP
Dated:	July 24, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3871, Page 599, Official Public Records, Johnson County, Texas
Description:	1.00 acre tract, more or less, being out of the J.G. Brown Survey, Abstract No. 95, Johnson County, Texas, and being more particularly described, by metes and bounds, in Warranty Deed, dated January 25, 2000, from Gilbert Hernandez and wife, Wanda L. Hernandez, to Jimmy J. Britton and wife, Tina Britton, as recorded in Volume 2431, Page 302, of the Official County Records of Johnson County, Texas.

Lessor:	Melissa A. Burdette and Victor Carrington, husband
Lessee:	XTO Resources I, LP
Dated:	August 31, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3902, Page 14, Official Public Records, Johnson County, Texas
Description:	1.040 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 1, Block 2, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed dated March 23, 2006, from John Michael Peacock, to Melissa A. Burdette, a married woman, as recorded in Volume 3750, Page 994, of the Official County records of Johnson County, Texas.

Lessor:	Frank A. Mitchell and Peggy J. Mitchell, wife
Lessee:	XTO Resources I, LP
Dated:	May 2, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3831, Page 901, Official Public Records, Johnson County, Texas
Description:	1.10 acre tract of land out of the W.T. Wise Survey, Abstract 919, Johnson County, Texas, and being platted as Lot 2, Block 2, Hidden Glen Addition, according to the Plat recorded in Volume 3, Page 74, Plat Records, Johnson County, Texas, more particularly described in Warranty Deed dated June 11, 1987, from James A. Randall and wife, Sandra E. Randall, to Frank A. Mitchell, Jr. and wife Peggy J. Mitchell, as recorded in Volume 1290, Page 809, of the Official County records of Johnson County, Texas.

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March 24, 2008
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County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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r.10.08

Lessor:	Agron Iljazi and Manushaqe Hodza
Lessee:	XTO Resources I, LP
Dated:	April 26, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3802, Page 349, Official Public Records, Johnson County, Texas
Description:	3.94 acre tract of land out of the M.W. Sanders Survey, Abstract 793, Johnson County, Texas, and being more particularly described by metes and bounds in Warranty Deed dated March 7, 2005, from Abduraman K. Kaba and wife, Amdije Kaba, to Agron Iljazi and Manushaqe Hodza, as recorded in Volume 3491, Page 373, of the Official County records of Johnson County, Texas.

Lessor:	Roy L. Prince and Cynthia Prince, wife
Lessee:	XTO Resources I, LP
Dated:	August 30, 2006
Recorded:	Memorandum of Oil and Gas Lease recorded at Volume 3894, Page 435, Official Public Records, Johnson County, Texas
Description:	1.00 acre tract, more or less, of the I.W. Renfro Survey, Abstract 793, Johnson County, Texas, and being more particularly described as Lot 7, Block 2, Ranchette Estates, conveyed in a Warranty Deed with Vendor's Lien, dated December 5, 2005, from Gene Alan Bartoo et ux, to Roy L. Prince, a married person, as recorded in Volume 3690, Page 768, of the Official County records of Johnson County, Texas.

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March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy
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4-10-08

BK 4128 PG 0056

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 12:02 AM ☐ PM ☑

JUN 28 2007

County Clerk Johnson County
By _____ Deputy

STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.

CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

07-07-4

6.

File No. MF 10 888 L

Agreement

Date Filed: 3 4 2008

Jerry Patterson, Commissioner

By: [signature]

A CERTIFIED COPY
OFFICIAL PUBLIC RECORDS

March 24, 2008
CURTIS H. DOUGLAS,
County Clerk, Johnson County, Texas

Cheryl Aikman

By: Cheryl Aikman, Deputy

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DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA11-357

Unit Number	*4708*		
Operator Name	*XTO ENERGY INC*	*Effective Date*	*5/20/2008*
Customer ID	*C000044262*	*Unitized For*	*Oil & Gas*
Unit Name	*Rice Gas Unit*	*Unit Term*	*0 Months*
County1	*Johnson*		

	Old Unit Number	*Inactive Status Date*
County 2	*0*	
County 3	*0*	
RRC District: *05*	*0*	
Unit Type: *Permanent*	*0*	
	0	

State Royalty Interest: *0.0045031250*
State Part in Unit: *0.0180125000*

Unit Depth **All**
Below Depth **0**
Above Depth **0**

Well: *Unit*
Formation: *Barnett Shale*
Participation Basis: *Surface Acreage*
[If Exclusions Apply: See Remarks]

MF Number	MF109311		*Tract Number*	71	
Lease Acres	2.386	/	*Total Unit Acres*	320	=
Tract Participation:	0.0074563	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0018641		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	**MF108884**		*Tract Number*	72	
Lease Acres	3.378	/	*Total Unit Acres*	320	=
Tract Participation:	0.0105563	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0026391		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	*RRC Number*
422513251600	0

Remarks:

HROW Unit -drilling over primary term, effective date is date of lease, 2nd amendment XTO added MF109311, corrected DPU and division order. 3rd Amendment filed adding total unit acres to 320.00

Prepared By:	B Boyd	*Prepared Date:*	12-7-11
GLO Base Updated By:	B Boyd	*GLOBase Date:*	12-7-11
RAM Approval By:	JLC	*RAM Approval Date:*	12-12-2011
GIS By:		*GIS Date:*	

3rd AMENDMENT TO RICE GAS UNIT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

WHEREAS, the undersigned (whether one or more, the "Owner"), established the Rice Gas Unit (the "Unit") out of the Juliet G. Brown Survey, A-95, the Isaac W. Renfro Survey, A-739, the James Rea Survey, A-1228, the W. T. Wise Survey, A-919, the Antony Foster Survey, A-284, and the Manuel W. Sanders Survey, A-793 Johnson County, Texas, as more particularly set forth in that certain Designation of Unit, dated April 30, 2008, recorded in Volume 4347, Page 464 of the Official Public Records of Johnson County, Texas and in that certain Designation of Unit, dated April 24, 2008, recorded in Volume 4502, Page 975 of the Official Public Records of Johnson County, Texas, and in that certain 1st Amended Designation of Unit, dated July 16, 2009, recorded in Instrument No. 34011, and in that certain 2nd Amendment to Rice Gas Unit, dated February 18, 2011, recorded in Instrument No. 7083, of the Official Public Records of Johnson County, Texas. ("the Designation of Unit");

WHEREAS, the Designation of Unit pooled, consolidated, combined and unitized the oil, gas and mineral leases and the lands more particularly described and depicted in said Designation of Unit; and

WHEREAS, Owner desires to correct the list of leases listed on Exhibit "A", to correct the listed metes and bounds description described on Exhibit "B" and to correct the corresponding plat and tract acreages of Exhibit "C";

NOW, THEREFORE, in consideration of the premises, the undersigned, as the current owner and holder of the oil and gas leases subject to and described in the Unit, and described herein, acting under and by virtue of the power and authority conferred and granted by the provisions of the leases and/or the amendments thereto, and in accordance with the Designation of Unit, hereby amends said Unit by substituting the attached Exhibit "A", Exhibit "B" and Exhibit "C" in lieu of the previously attached Exhibit "A", Exhibit "B" and Exhibit "C" and the undersigned hereby pools, unitizes and combines the Leases and land covered thereby with the oil and gas leases and lands described in the Unit in accordance with the Designation of Unit.

The undersigned reserves the right, should there be a need to make any other corrections or revisions, including but not limited to, the right to commit to the Unit any newly acquired leases covering any unleased or non-pooled tract or tracts of land, or interest(s) therein, if any, located within the Unit boundaries. The undersigned specifically reserves the right to further amend or revise this Unit in any manner provided for in the Leases committed thereto, as herein amended, and in such event an appropriate amendment or instrument shall be filed for record in the county.

All of the terms and provisions of the Designation of Unit shall remain in full force and effect, except as herein amended, and the terms and provisions hereof shall be binding upon and inure to the benefit of the affected parties hereto, their heirs, legal representatives, successors and assigns.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

EFFECTIVE as of March 31, 2008, the effective date of the original Designation of Unit.

WORKING INTEREST OWNERS:

XTO ENERGY INC.

X _____

BY: Edwin S. Ryan, Jr.
Senior Vice President – Land Administration, of
XTO Energy Inc., a Delaware corporation

DEVON ENERGY PRODUCTION COMPANY, L.P.

X _____

BY: Bill A. Pennhall, Attorney and Agent-in-Fact
Devon Energy Production Company, L.P.

DB NEWARK LEASE HOLDINGS, L.P.
By: BD Newark GP LLC, its general partner

X _____

BY: Constantine M. Dakolias, President
BD Newark GP LLC

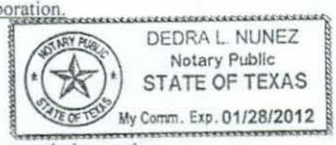
TORCH HOLDINGS, LLC

X _____

BY: Landon Dwyer, Managing Member
Torch Holdings, LLC

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5th day of Aug., 2011, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dedra L Nuñez
Notary Public in and for the State of Texas

My commission expires:
Jan. 28, 2012

Dedra L Nuñez
Printed Name of Notary

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Bill A. Pennhall, Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., acting on behalf of said corporation.

_____
Notary Public in and for the State of _____

My commission expires:

_____

_____
Printed Name of Notary

WORKING INTEREST OWNERS:

XTO ENERGY INC.

X_____

BY: Edwin S. Ryan, Jr.

Senior Vice President – Land Administration, of

XTO Energy Inc., a Delaware corporation

DEVON ENERGY PRODUCTION COMPANY, L.P.

X_____

BY: Bill A. Pennhall, Agent and Attorney-in-Fact

Devon Energy Production Company, L.P.

DB NEWARK LEASE HOLDINGS, L.P.

By: BD Newark GP LLC, its general partner

X_____

BY: Constantine M. Dakolias, President

BD Newark GP LLC

TORCH HOLDINGS, LLC

X_____

BY: Landon Dwyer, Managing Member

Torch Holdings, LLC

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

My commission expires:

_____ _____
Printed Name of Notary

STATE OF Oklahoma §
§
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 18th day of August, 2011, by Bill A. Pennhall, Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., acting on behalf of said corporation.

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/14

Marsha Bartlett
Notary Public in and for the State of Oklahoma

My commission expires:

_____ _____
Printed Name of Notary

WORKING INTEREST OWNERS:

XTO ENERGY INC.

X_____

BY: Edwin S. Ryan, Jr.

Senior Vice President – Land Administration, of

XTO Energy Inc., a Delaware corporation

DEVON ENERGY PRODUCTION COMPANY, L.P.

X_____

BY: Bill A. Pennhall, Attorney and Agent-in-Fact

Devon Energy Production Company, L.P.

DB NEWARK LEASE HOLDINGS L.P

By: DB Newark GP LLC, its general partner

X_____

BY: Constantine M. Dakolias, President

DB Newark GP LLC

TORCH HOLDINGS, LLC

X_____

BY: Landon Dwyer, Managing Member

Torch Holdings, LLC

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 11 day of August, 2011, by Constantine M. Dakolias, President, DB Newark GP LLC, as general partner of DB Newark Lease Holdings, LP, on behalf of said corporation.

Notary Public in and for the State of _____

My commission expires:

_____

Printed Name of Notary

THOMAS SANTORA
Notary Public, State of New York
No. 01SA6191079
Qualified in New York County
Commission Expires Aug. 4, 2012

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of August, 2011, by Landon Dwyer, – Managing Member, Torch Holdings, LLC, acting on behalf of said corporation.

CODY A. MARTIN
Notary Public, State of Texas
My Commission Expires
April 18, 2012

Notary Public in and for the State of TEXAS

My commission expires:
April 18, 2012

CODY A. MARTIN
Printed Name of Notary

TO THAT CERTAIN
3rd AMENDMENT TO RICE GAS UNIT

1. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2007, between Arthur Lee Rice, Trustee of the Vernon W. and Edythe L. Rice Family Trust B, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 225, of the Official Public Records of Johnson County, Texas. (Tract 1 covering 18.355 acres)

2. Memorandum of Oil, Gas and Mineral Lease dated effective May 7, 2007, between Toni Jo Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 93, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.252 acres)

3. Oil and Gas Lease dated April 14, 2008, between Mary Jim Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4362, Page 282, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.252 acres)

4. Memorandum of Oil, Gas and Mineral Lease dated effective April 28, 2007, between Gregg T. Fanning and wife, Laurie L. Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 95, of the Official Public Records of Johnson County, Texas. (Tracts 2, 50, and 51 covering 8.911 acres)

5. Memorandum of Oil and Gas Lease dated April 25, 2006, between Robert Richard Powell a/k/a Robert R. Powell and Patricia Ann Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3808, Page 34, of the Official Public Records of Johnson County, Texas. (Tract 3 covering 9.103 acres)

6. Memorandum of Oil and Gas Lease dated April 27, 2006, between Larry Joseph Powell and Melissa Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 98, of the Official Public Records of Johnson County, Texas. (Tract 3a covering 1.00 acre)

7. Memorandum of Oil and Gas Lease dated May 5, 2006, between Joe F. Lindamood and Katie A. Lindamood, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 96, of the Official Public Records of Johnson County, Texas. (Tract 4 covering 4.768 acres)

8. Memorandum of Oil and Gas Lease dated July 24, 2006, between Leora Fay Kelley, a single person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 605, of the Official Public Records of Johnson County, Texas. (Tract 5 covering 4.838 acres)

9. Memorandum of Oil and Gas Lease dated July 24, 2006, between Robert E. Britton and Beverly K. Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 601, of the Official Public Records of Johnson County, Texas. (Tract 6 covering 5.291 acres)

10. Memorandum of Oil, Gas and Mineral Lease dated effective October 22, 2007, between William J. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 162, of the Official Public Records of Johnson County, Texas. (Tract 7a covering 1.719 acres)

11. Oil and Gas Lease dated November 28, 2007, between Michael Ancy and wife, Roxanne D. Ancy, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4255, Page 557, of the Official Public Records of Johnson County, Texas. (Tract 7b covering 1.583 acres)

12. Memorandum of Oil, Gas and Mineral Lease dated effective August 17, 2007, between William F. Manry and wife, Joe Ann Manry, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 775, of the Official Public Records of Johnson County, Texas. (Tract 7c covering 1.287 acres)

13. Memorandum of Oil, Gas and Mineral Lease dated effective August 21, 2007, between Raymond L. Crain and wife, Donna K. Crain, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 773, of the Official Public Records of Johnson County, Texas. (Tract 7d covering 0.616 of an acre)

14. Memorandum of Oil, Gas and Mineral Lease dated effective August 15, 2007, between Candice Dippel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 771, of the Official Public Records of Johnson County, Texas. (Tract 7e covering 0.645 of an acre)

15. Memorandum of Oil, Gas and Mineral Lease dated effective September 4, 2007, between Robert Aumuller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 767, of the Official Public Records of Johnson County, Texas. (Tract 7f covering 0.675 of an acre)

16. Oil and Gas Lease dated November 19, 2007, between Merlyn L. Ridlen and wife, Colleen M. Ridlen, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 446, of the Official Public Records of Johnson County, Texas. (Tract 7g covering 0.685 of an acre)

17. Memorandum of Oil, Gas and Mineral Lease dated effective August 23, 2007, between Mike Muse and wife, Tammy Muse, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 765, of the Official Public Records of Johnson County, Texas. (Tract 7h covering 0.714 of an acre)

18. Memorandum of Oil, Gas and Mineral Lease dated effective September 10, 2007, between Billy M. Chappell and wife, Kathy A. Chappell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 763, of the Official Public Records of Johnson County, Texas. (Tract 7i covering 0.582 of an acre)

19. Memorandum of Oil, Gas and Mineral Lease dated effective October 8, 2007, between Willard D. Willis and wife, Dorcas L. Willis, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 543, of the Official Public Records of Johnson County, Texas. (Tract 7j covering 1.699 acres)

20. Memorandum of Oil, Gas and Mineral Lease dated effective February 28, 2007, between William A. Payne and wife, Patricia D. Payne, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 400, of the Official Public Records of Johnson County, Texas. (Tract 8 covering 2.729 acres)

21. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Kyle A. Mann and wife, Christy L. Mann, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 196, of the Official Public Records of Johnson County, Texas. (Tract 9 covering 4.452 acres)

22. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Scott E. Horn and wife, Sharon A. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 190, of the Official Public Records of Johnson County, Texas. (Tract 10 covering 4.324 acres)

23. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Apolonio B. Gayton and wife, Elena Gayton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 418, of the Official Public Records of Johnson County, Texas. (Tract 11 covering 2.594 acres)

24. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles W. Cox and wife, Shelley Cox, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 184, of the Official Public Records of Johnson County, Texas. (Tract 12 covering 2.594 acres)

25. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Roy A. Rudewick and wife, Tamra Rudewick, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 198, of the Official Public Records of Johnson County, Texas. (Tract 13 covering 8.119 acres)

26. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Judy M. Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 194, of the Official Public Records of Johnson County, Texas. (Tract 14 covering 4.112 acres)

27. Memorandum of Oil and Gas Lease dated April 28, 2006, between Charles T. Bomgardner and Juanita M. Bomgardner, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 886, of the Official Public Records of Johnson County, Texas. (Tract 15 covering 4.967 acres)

28. Memorandum of Oil and Gas Lease dated May 1, 2006, between Kenneth Neu, a single man, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3809, Page 454, of the Official Public Records of Johnson County, Texas. (Tract 16 covering 5.061 acres)

29. Memorandum of Oil and Gas Lease dated May 25, 2006, between Dana R. Kendrick a/k/a Dana R. Powell and Eric Keith Kendrick, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 31, of the Official Public Records of Johnson County, Texas. (Tract 17 covering 1.643 acres)

30. Memorandum of Oil and Gas Lease dated June 5, 2006, between Jimmy Cate and Sherry L. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 894, of the Official Public Records of Johnson County, Texas. (Tract 18 covering 2.257 acres being)

31. Memorandum of Oil and Gas Lease dated June 8, 2006, between B. L. Cate a/k/a Benny L. Cate and Madeline I. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 898, of the Official Public Records of Johnson County, Texas. (Tracts 19 and 31 covering 4.47 acres)

32. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles Franklin and wife, Karyn Franklin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 188, of the Official Public Records of Johnson County, Texas. (Tract 20 covering 3.582 acres)

33. Memorandum of Oil and Gas Lease dated June 3, 2006, between John L. Jenkins and Elizabeth Ann Jenkins, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 812, of the Official Public Records of Johnson County, Texas. (Tract 22 covering 1.905 acres)

34. Memorandum of Oil and Gas Lease dated May 15, 2006, between Thomas Gordon Grant and Mary Lee Grant, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 884, of the Official Public Records of Johnson County, Texas. (Tract 23 covering 1.140 acres)
35. Memorandum of Oil and Gas Lease dated May 15, 2006, between Jack Gilman and Linda Gilman, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 865, of the Official Public Records of Johnson County, Texas. (Tract 24 covering 5.451 acres)

36. Memorandum of Oil and Gas Lease dated June 8, 2006, between Cheryl Dianne Durham, Individually and as Independent Executor of the Estates of Kenneth Bartoo, deceased & Nadine Bartoo, deceased and Gene A. Bartoo and Glenda Bartoo, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 814, of the Official Public Records of Johnson County, Texas. (Tract 25 covering 6.222 acres)

37. Memorandum of Oil and Gas Lease dated June 7, 2006, between Robert E. Gustafson and Carla M. Gustafson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 818, of the Official Public Records of Johnson County, Texas. (Tract 26a covering 1.424 acres)

38. Memorandum of Oil and Gas Lease dated July 19, 2006, between Sandra Kay Prince, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3869, Page 160, of the Official Public Records of Johnson County, Texas. (Tract 26b covering 1.246 acres)

39. Oil and Gas Lease dated December 28, 2006, between Jeffrey J. Wood and wife, Laura D. Wood, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3995, Page 626, of the Official Public Records of Johnson County, Texas. (Tract 26c covering 0.996 of an acre)

40. Memorandum of Oil, Gas and Mineral Lease dated effective October 5, 2007, between Rene Moreno and wife, Irene Arauza, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 545, of the Official Public Records of Johnson County, Texas. (Tract 26d covering 1.006 acres)

41. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Gordon E. Buswell and wife, Sandra Buswell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 202, of the Official Public Records of Johnson County, Texas. (Tract 27 covering 10.126 acres)

42. Memorandum of Oil, Gas and Mineral Lease dated effective June 14, 2007, between Gary Louis Kilgore, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 221, of the Official Public Records of Johnson County, Texas. (Tract 28a covering 0.750 of an acre)

43. Memorandum of Oil and Gas Lease dated August 18, 2006, between Steven C. Marsh and Melody D. Marsh, husband and wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 800, of the Official Public Records of Johnson County, Texas. (Tract 28b covering 0.609 of an acre)

44. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Linda Clemons, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 200, of the Official Public Records of Johnson County, Texas. (Tract 28c covering 0.639 of an acre)

45. Memorandum of Oil and Gas Lease dated July 19, 2006, between David Bruce Bankston and Regina Lynn Bankston, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 215, of the Official Public Records of Johnson County, Texas. (Tract 28d covering 0.64 of an acre)

46. Memorandum of Oil and Gas Lease dated July 19, 2006, between Jack D. Felt and Jane L. Felt, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3863, Page 855, of the Official Public Records of Johnson County, Texas. (Tract 28e covering 0.616 of an acre)

47. Memorandum of Oil and Gas Lease dated July 19, 2006, between Joe Fisher and Virginia Fisher, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3880, Page 189, of the Official Public Records of Johnson County, Texas. (Tract 28f covering 0.616 of an acre)

48. Memorandum of Oil and Gas Lease dated July 19, 2006, between Worden E. Giles and Wilma L. Giles, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 211, of the Official Public Records of Johnson County, Texas. (Tract 28g covering 0.615 of an acre)

49. Memorandum of Oil, Gas and Mineral Lease dated effective October 29, 2007, between Curtis Micheal Wilson and wife, Larea H. Wilson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 164, of the Official Public Records of Johnson County, Texas. (Tract 28h covering 0.595 of an acre)

50. Memorandum of Oil, Gas and Mineral Lease dated effective August 10, 2007, between Robert L. Scott and wife, Susan L. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 769, of the Official Public Records of Johnson County, Texas. (Tract 28i covering 0.599 of an acre)

51. Memorandum of Oil and Gas Lease dated July 19, 2006, between Marie V. Miller, a widow, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 209, of the Official Public Records of Johnson County, Texas. (Tract 28j covering 0.596 of an acre)

52. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Royce L. Hearne and Deborah K. Hearne, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4583, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 28k covering 0.597 of an acre)

53. Memorandum of Oil and Gas Lease dated July 19, 2006, between Arville E. Stinnett and Rebecca Sheree Stinnett, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 802, of the Official Public Records of Johnson County, Texas. (Tract 28l covering 0.592 of an acre)

54. Memorandum of Oil and Gas Lease dated August 17, 2006, between Lori Lynn Rutherford, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 213, of the Official Public Records of Johnson County, Texas. (Tract 28m covering 0.569 of an acre)

55. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Elizabeth Woody Woody, a/k/a Minnie E. Woody, a/k/a Minnie Elizabeth Woody, a widow, having not since remarried, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4563, Page 152, of the Official Public Records of Johnson County, Texas. (Tract 28n covering 0.606 of an acre)

56. Memorandum of Oil and Gas Lease dated July 19, 2006, between Angela L. Beaty, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 603, of the Official Public Records of Johnson County, Texas. (Tract 28o covering 0.766 of an acre)

57. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between James Duff, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 186, of the Official Public Records of Johnson County, Texas. (Tract 29 covering 0.584 of an acre)

58. Memorandum of Oil and Gas Lease dated effective December 2, 2008, between Bradley W. Cate and Tina R. Cate, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4500, Page 374, of the Official Public Records of Johnson County, Texas. (Tract 30 covering 1.164 acres)

59. Memorandum of Oil and Gas Lease dated May 15, 2006, between Aaron Buck and Lorin A. Buck, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 35, of the Official Public Records of Johnson County, Texas. (Tract 32 covering 1.065 acres)

60. Memorandum of Oil and Gas Lease dated May 15, 2006, between Billie Cate, an unmarried person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 33, of the Official Public Records of Johnson County, Texas. (Tract 33 covering 1.095 acres)

61. Memorandum of Oil and Gas Lease dated May 15, 2006, between Myles Carroll and A. Sue Carroll, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 41, of the Official Public Records of Johnson County, Texas. (Tract 34 covering 1.067 acres)

62. Memorandum of Oil and Gas Lease dated May 15, 2006, between Robert M. Hinderliter and Sharon Ann Hinderliter, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3832, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 35 covering 1.068 acres)

63. Memorandum of Oil and Gas Lease dated April 26, 2006, between Howard M. Price and Norma L. Price, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 92, of the Official Public Records of Johnson County, Texas. (Tract 36 covering 4.00 acres)

64. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between David C. Johnson and Merry Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 204, of the Official Public Records of Johnson County, Texas. (Tract 38 covering 4.088 acres)

65. Memorandum of Oil and Gas Lease dated May 16, 2006, between Dorand Ciesynski and Sandy Ciesynski, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3835, Page 850, of the Official Public Records of Johnson County, Texas. (Tract 39 covering 4.843 acres)

66. Memorandum of Oil and Gas Lease dated May 15, 2006, between Charles E. Denson and Laurie L. Denson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 43, of the Official Public Records of Johnson County, Texas. (Tract 40 covering 2.05 acres)

67. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Russell Scott Houghton and wife, Rhonda Houghton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 182, of the Official Public Records of Johnson County, Texas. (Tract 41 covering 1.969 acres)

68. Oil and Gas Lease dated October 3, 2007, between Marvin D. McCullough and wife, Myra L. McCullough, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 258, of the Official Public Records of Johnson County, Texas. (Tract 42 covering 3.192 acres)

69. Memorandum of Oil and Gas Lease dated June 1, 2006, between Thomas L. Sevier and Nancy K. Sevier, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 816, of the Official Public Records of Johnson County, Texas. (Tract 43 covering 2.087 acres)

70. Memorandum of Oil, Gas and Mineral Lease dated effective November 7, 2007, between Holly Hughes McGhee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 44 covering 2.11 acres)

71. Memorandum of Oil and Gas Lease dated May 16, 2006, between Barbara L. Euckert-Wilson and Cecil R. Wilson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 892, of the Official Public Records of Johnson County, Texas. (Tract 45 covering 2.98 acres)

72. Memorandum of Oil and Gas Lease dated May 16, 2006, between Kenneth Ray Hawkins and Paula Marilyn Hawkins, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 896, of the Official Public Records of Johnson County, Texas. (Tract 46 covering 4.684 acres)

73. Memorandum of Oil and Gas Lease dated April 26, 2006, between Allen B. Willis and Cynthia L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 607, of the Official Public Records of Johnson County, Texas. (Tracts 47 and 48 covering 4.543 acres)

74. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Diane M. Humphries, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 192, of the Official Public Records of Johnson County, Texas. (Tract 49 covering 0.819 of an acre)

75. Memorandum of Oil and Gas Lease dated July 24, 2006, between Willard D. Willis and Dorcas L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3894, Page 437, of the Official Public Records of Johnson County, Texas. (Tracts 52 and 54 covering 3.347 acres)

76. Memorandum of Oil and Gas Lease dated July 24, 2006, between Jimmy J. Britton and Tina Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 599, of the Official Public Records of Johnson County, Texas. (Tract 53 covering 1.064 acres)

77. Oil and Gas Lease dated June 22, 2006, between Derek B. Morris, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 751, of the Official Public Records of Johnson County, Texas. (Tract 55 covering 1.072 acres)

78. Oil and Gas Lease dated effective October 15, 2006, between Terry S. McCarty and wife, Suzanne M. McCarty, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 56 covering 13.202 acres)

79. Oil and Gas Lease dated July 13, 2006, between Lena Fincher, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 57 and 58 covering 9.701 acres)

80. Memorandum of Oil and Gas Lease dated effective November 13, 2006, between Harold F. Massey and wife, Mancy Massey, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3965, Page 1, of the Official Public Records of Johnson County, Texas. (Tract 59 covering 5.881 acres)

81. Memorandum of Oil and Gas Lease dated April 26, 2006, between Agron Iljazi and Manushaqe Hodza, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3802, Page 349, of the Official Public Records of Johnson County, Texas. (Tract 60 covering 4.477 acres)

82. Memorandum of Oil and Gas Lease dated May 1, 2006, between Eddie L. Mahan and Letetia T. Mahan, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 903, of the Official Public Records of Johnson County, Texas. (Tract 62 covering 1.037 acres)

83. Memorandum of Oil and Gas Lease dated June 8, 2006, between Kimberly A. Stephens a/k/a Kimberly A. Maddock and Matthew W. Stephens, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 873, of the Official Public Records of Johnson County, Texas. (Tract 63 covering 2.921 acres)

84. Memorandum of Oil and Gas Lease dated May 2, 2006, between Judy Gayle Ward, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 29, of the Official Public Records of Johnson County, Texas. (Tract 64 covering 1.011 acres)

85. Memorandum of Oil and Gas Lease dated May 2, 2006, between Leon Hamilton Sapp and Mary Adeline Sapp, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 90, of the Official Public Records of Johnson County, Texas. (Tract 65 covering 1.215 acres)

86. Memorandum of Oil and Gas Lease dated effective October 23, 2006, between Cana Baptist Church, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 25, of the Official Public Records of Johnson County, Texas. (Tracts 66, 69, and 67z covering 13.137 acres)

87. Memorandum of Oil and Gas Lease dated August 31, 2006, between Melissa A. Burdette and Victor Carrington, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3902, Page 14, of the Official Public Records of Johnson County, Texas. (Tract 67a covering 1.349 acres)

88. Memorandum of Oil and Gas Lease dated May 2, 2006, between Frank A. Mitchell and Peggy J. Mitchell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 67b covering 1.431 acres)

89. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between Michael L. Jenkins and wife, Lisa A. Jenkins, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 428, of the Official Public Records of Johnson County, Texas. (Tract 67c covering 1.202 acres)

90. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Doy C. Cloninger and wife, Deborah L. Cloninger, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 711, of the Official Public Records of Johnson County, Texas. (Tract 67d covering 1.193 acres)

91. Memorandum of Oil, Gas and Mineral Lease dated effective March 28, 2007, between Walter C. Haberle and wife, JoAnn Haberle, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 67e covering 1.178 acres)

92. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between James S. Webb and wife, Karen Webb, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 67f covering 1.549 acres)

93. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Robert F. Scott IV and wife, Karen W. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 412, of the Official Public Records of Johnson County, Texas. (Tract 67g covering 1.338 acres)

94. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between David Ray Stanton and wife, Jill Smith Stanton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 426, of the Official Public Records of Johnson County, Texas. (Tract 67h covering 1.106 acres)

95. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between John C. Gezel and wife, Sherry L. Gezel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 67i covering 1.111 acres)

96. Memorandum of Oil, Gas and Mineral Lease dated effective March 6, 2007, between Doran R. Card and wife, Debra Card, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 699, of the Official Public Records of Johnson County, Texas. (Tract 67j covering 1.116 acres)

97. Memorandum of Oil, Gas and Mineral Lease dated effective March 12, 2007, between Gary A. Browning and wife, Susan N. Browning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 713, of the Official Public Records of Johnson County, Texas. (Tract 67k covering 1.483 acres)

98. Memorandum of Oil, Gas and Mineral Lease dated effective March 14, 2007, between Lydia E. Woolf, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 705, of the Official Public Records of Johnson County, Texas. (Tract 67l covering 1.381 acres)

99. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2009, between Mike Weems and Stacy Weems, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 19489 of the Official Public Records of Johnson County, Texas. (Tract 67m covering 1.070 acres)

100. Memorandum of Oil, Gas and Mineral Lease dated effective February 16, 2007, between James C. Harvey, Jr., as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 420, of the Official Public Records of Johnson County, Texas. (Tract 67n covering 1.067 acres)

101. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Michael D. Kerr and wife, Judy D. Kerr, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 410, of the Official Public Records of Johnson County, Texas. (Tract 67o covering 1.066 acres)

102. Memorandum of Oil, Gas and Mineral Lease dated effective March 7, 2007, between Wayne Arthur Lea and wife, Pamela Lea, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 701, of the Official Public Records of Johnson County, Texas. (Tract 67p covering 1.065 acres)

103. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Bobby J. White and wife, Elizabeth F. White, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 416, of the Official Public Records of Johnson County, Texas. (Tract 67q covering 1.518 acres)

104. Memorandum of Oil, Gas and Mineral Lease dated effective March 2, 2007, between Linda Limbaugh and husband, Dave R. Limbaugh, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 414, of the Official Public Records of Johnson County, Texas. (Tract 67r covering 1.514 acres)

105. Memorandum of Oil, Gas and Mineral Lease dated effective March 10, 2007, between Freddy H. Patton and wife, Caron Willingham Patton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 719, of the Official Public Records of Johnson County, Texas. (Tract 67s covering 1.064 acres)

106. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Richard D. Martin and wife, Nada R. Martin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 406, of the Official Public Records of Johnson County, Texas. (Tract 67t covering 1.066 acres)

107. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Eugene R. Brymer and wife, Gertha Jo Brymer, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 402, of the Official Public Records of Johnson County, Texas. (Tract 67u covering 1.067 acres)

108. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Robert M. Welch and wife, Cynthia J. Welch, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 408, of the Official Public Records of Johnson County, Texas. (Tract 67v covering 1.069 acres)

109. Memorandum of Oil, Gas and Mineral Lease dated effective February 15, 2007, between Donald A. Russell and wife, Carolyn June Russell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 422, of the Official Public Records of Johnson County, Texas. (Tract 67w covering 1.367 acres)

110. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert C. Severns and wife, Victoria F. Severns, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 717, of the Official Public Records of Johnson County, Texas. (Tract 67x covering 1.944 acres)

111. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert L. Wolfe and wife, Sharon Wolfe, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 715, of the Official Public Records of Johnson County, Texas. (Tract 67y covering 1.245 acres)

112. Oil and Gas Lease dated July 17, 2006, between Peggy L. Keller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 68 covering 1.555 acres)

113. Oil, Gas and Mineral Lease dated October 12, 2001, between David G. Pugh and wife, Sue E. Pugh, as Lessor, and Mitchell Energy Company L.P., as Lessee, recorded at Volume 2732, Page 145, of the Official Public Records of Johnson County, Texas; a Memorandum of Extension and Amendment of Oil, Gas and Mineral Lease recorded at Volume 3697, Page 523, of the Official Public Records of Johnson County, Texas. (Tract 70 insofar as it covers 26.575 acres)

114. Oil, Gas and Mineral Lease dated June 4, 2004, between Michael E. Pennington and wife, Debra Pennington, as Lessor, and Devon Energy Operating Company, L.P., as Lessee, recorded at Volume 3354, Page 430, of the Official Public Records of Johnson County, Texas. (Tract 71 covering 0.778 of an acre)

115. Oil and Gas Lease dated May 20, 2008, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4389, Page 576, of the Official Public Records of Johnson County, Texas. (Tract 72 insofar as it covers 3.378 acres)

116. Oil and Gas Lease dated August 19, 2008, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4449, Page 634, of the Official Public Records of Johnson County, Texas. (Tract 73 covering 2.386 acres)

117. Oil and Gas Lease dated May 22, 2006, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3827, Page 443 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

118. Oil and Gas Lease dated May 12, 2006, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3818, Page 190 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

119. Oil and Gas Lease dated May 22, 2006, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 369 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

120. Oil and Gas Lease dated May 26, 2006, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 387 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

121. Oil and Gas Lease dated January 24, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 612 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

122. Oil and Gas Lease dated January 24, 2007, between The Linda L. Downey 2003 Trust, Linda L. Downey, Trustee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 627 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

123. Oil and Gas Lease dated October 12, 2007, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 559 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

124. Oil and Gas Lease dated October 10, 2007, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 555 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

125. Oil and Gas Lease dated October 22, 2007, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4228, Page 262 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

126. Oil and Gas Lease dated October 9, 2007, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 551 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

127. Oil and Gas Lease dated November 26, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 467 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

128. Oil and Gas Lease dated November 5, 2007, between The Linda L. Downey 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 454 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

Insofar as said Oil, Gas and Mineral Leases cover all depths.

EXHIBIT "B"

TO THAT CERTAIN
3rd AMENDMENT TO RICE GAS UNIT

BEING A 320.000 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JULIET G. BROWN SURVEY, A-95, THE ISAAC W. RENFRO, A-739, THE JAMES REA, A-1228, THE W.T. WISE, A-919, THE ANTONY FOSTER, A-284, THE MANUEL W. SANDERS, A-793, THE JAMES A. RENFRO, A-740, OF JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;
BEGINNING AT ½" IRON ROD FOUND AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JACK GILMAN, ETUX AS RECORDED IN VOLUME 3498, PAGE 56, DEED RECORDS, JOHNSON COUNTY, TEXAS;
THENCE N 06°20'25" W A DISTANCE OF 409.87 FEET TO A POINT;

THENCE N 88°41'29" W A DISTANCE OF 36.87 FEET TO A POINT;

THENCE N 03°14'17" W A DISTANCE OF 573.93 FEET TO A POINT;

THENCE N 52°33'34" W A DISTANCE OF 91.65 FEET TO A POINT;

THENCE N 52°33'34" W A DISTANCE OF 269.40 FEET TO A POINT;

THENCE N 52°19'54" W A DISTANCE OF 148.08 FEET TO A POINT;

THENCE N 01°42'42" E A DISTANCE OF 821.70 FEET TO A POINT;

THENCE N 50°00'06" W A DISTANCE OF 110.37 FEET TO A POINT;

THENCE N 39°13'49" E A DISTANCE OF 433.27 FEET TO A POINT;

THENCE S 50°40'25" E A DISTANCE OF 90.30 FEET TO A POINT;

THENCE N 39°06'38" E A DISTANCE OF 173.26 FEET TO A POINT;

THENCE N 29°41'37" W A DISTANCE OF 42.21 FEET TO A POINT;

THENCE N 60°32'03" E A DISTANCE OF 1268.77 FEET TO A POINT;

THENCE S 25°19'42" E A DISTANCE OF 155.98 FEET TO A POINT;

THENCE S 59°56'28" W A DISTANCE OF 339.12 FEET TO A POINT;

THENCE S 29°35'29" E A DISTANCE OF 319.81 FEET TO A POINT;

THENCE N 60°17'58" E A DISTANCE OF 315.19 FEET TO A POINT;

THENCE N 51°15'11" E A DISTANCE OF 135.61 FEET TO A POINT;

THENCE S 89°32'51" E A DISTANCE OF 198.25 FEET TO A POINT;

THENCE S 18°47'25" E A DISTANCE OF 726.17 FEET TO A POINT;

THENCE S 04°34'33" E A DISTANCE OF 440.18 FEET TO A POINT;

THENCE N 61°04'11" E A DISTANCE OF 569.86 FEET TO A POINT;

THENCE S 28°58'01" E A DISTANCE OF 482.88 FEET TO A POINT;

THENCE S 30°05'26" E A DISTANCE OF 561.73 FEET TO A POINT;

THENCE S 59°18'45" W A DISTANCE OF 92.85 FEET TO A POINT;

THENCE S 29°42'26" E A DISTANCE OF 657.27 FEET TO A POINT;

THENCE N 59°20'03" E A DISTANCE OF 175.63 FEET TO A POINT;

THENCE N 59°08'50" E A DISTANCE OF 301.57 FEET TO A POINT;

THENCE S 29°11'13" E A DISTANCE OF 655.26 FEET TO A POINT;

THENCE S 60°18'12" W A DISTANCE OF 152.94 FEET TO A POINT;

THENCE S 30°04'13" E A DISTANCE OF 658.48 FEET TO A POINT;

THENCE S 57°39'24" W A DISTANCE OF 185.01 FEET TO A POINT;

THENCE S 26°38'06" E A DISTANCE OF 691.45 FEET TO A POINT;

THENCE S 59°02'34" W A DISTANCE OF 210.90 FEET TO A POINT;

THENCE S 60°34'11" W A DISTANCE OF 212.50 FEET TO A POINT;

THENCE S 60°36'40" W A DISTANCE OF 310.73 FEET TO A POINT;

THENCE S 60°39'31" W A DISTANCE OF 157.34 FEET TO A POINT;

THENCE S 60°39'31" W A DISTANCE OF 151.48 FEET TO A POINT;

THENCE S 60°19'39" W A DISTANCE OF 306.34 FEET TO A POINT;

THENCE S 60°16'08" W A DISTANCE OF 304.00 FEET TO A POINT;

THENCE S 60°11'48" W A DISTANCE OF 1020.97 FEET TO A POINT;

THENCE N 30°32'33" W A DISTANCE OF 571.32 FEET TO A POINT;

THENCE S 00°16'25" W A DISTANCE OF 87.84 FEET TO A POINT;

THENCE N 30°32'43" W A DISTANCE OF 687.06 FEET TO A POINT;

THENCE N 23°34'52" W A DISTANCE OF 297.41 FEET TO A POINT;

THENCE N 06°11'32" W A DISTANCE OF 305.11 FEET TO A POINT;

THENCE S 87°07'56" W A DISTANCE OF 139.44 FEET TO A POINT;

THENCE N 02°40'10" W A DISTANCE OF 312.11 FEET TO A POINT;

THENCE S 87°28'41" W A DISTANCE OF 268.88 FEET TO A POINT;

THENCE N 01°35'33" W A DISTANCE OF 293.06 FEET TO A POINT;

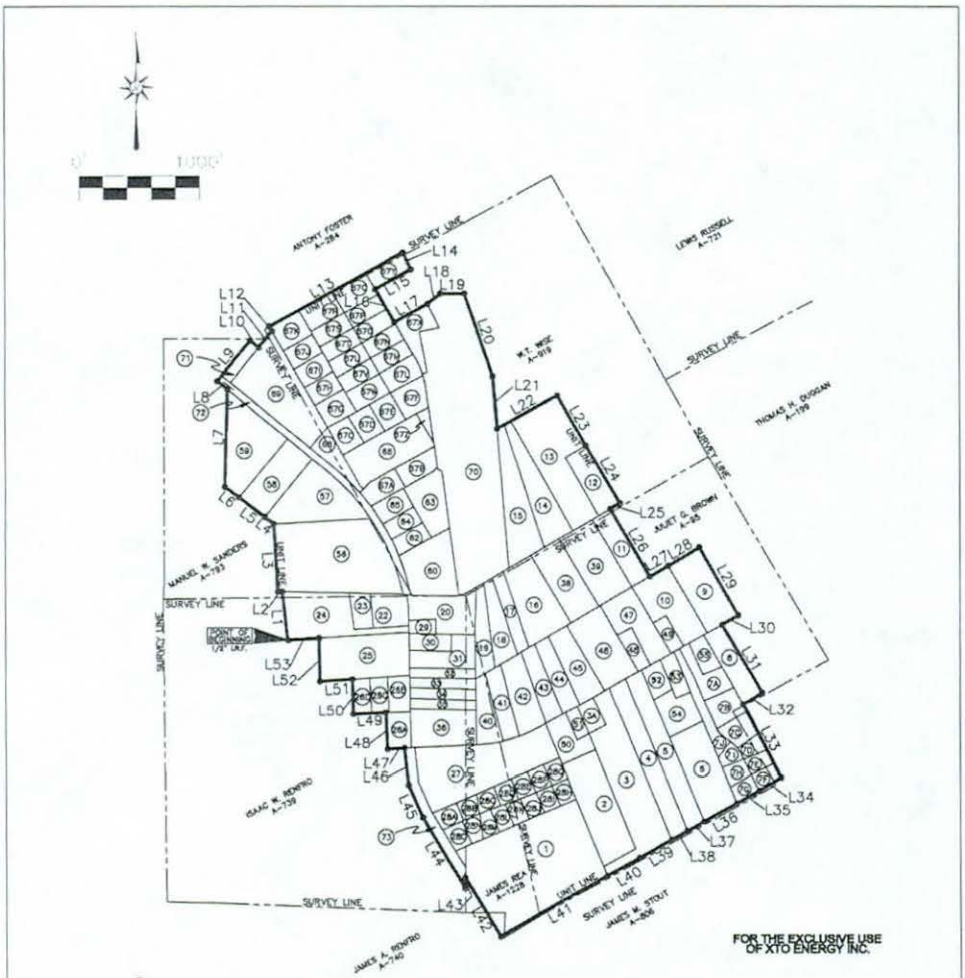
THENCE S 86°14'20" W A DISTANCE OF 269.04 FEET TO A POINT;

THENCE N 00°44'28" W A DISTANCE OF 364.00 FEET TO A POINT;

THENCE S 86°11'34" W A DISTANCE OF 259.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 320.000 ACRES, MORE OR LESS.

EXHIBIT "C"

TO THAT CERTAIN
3rd AMENDMENT TO RICE GAS UNIT



FOR THE EXCLUSIVE USE OF XTO ENERGY INC.

TOTAL ACRES IN UNIT-320.000

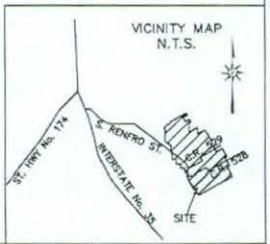
JUNE ,2011

THE LOCATION SHOWN HEREON WAS STAKED FROM TRACT LINES AS EVIDENCED BY OCCUPATION. DISTANCES SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. THE ACREAGE SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.

STATE OF TEXAS
REGISTERED
RICKEY LYNN HICKMAN
4974
PROFESSIONAL
LAND SURVEYOR

RICKEY LYNN HICKMAN RPLS #4974
NOT AN ORIGINAL WITHOUT AN IMPRESSED SEAL
PRELIMINARY

TO REACH THE RICE UNIT FROM THE INTERSECTION OF INTERSTATE No. 35 AND RENFRO STREET, TRAVEL SOUTH ON RENFRO STREET 4.50 MILES AND THE ENTRANCE TO THE SITE IS ON THE LEFT.



RICE UNIT
DESIGNATION OF UNIT PLAT
JULIET G. BROWN SURVEY, A-95, ISAAC W. RENFRO, A-739, JAMES REA, A-1228, W.T. WISE, A-919, ANTONY FOSTER, A-284, MANUEL W. SANDERS, A-793, JAMES A. RENFRO, A-740
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

FORT WORTH SURVEYING 107 E. COLLEGE AVENUE ALVARADO, TEXAS 76009 817-790-5900	JOB # 2010_016 JOB: RICE_UNIT_DOU_REV2	DATE: 06-29-11 PAGE 1 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

TRACT TABLE

1	RICE FAMILY TRUST	18.355
2	MARY JIM FANNING, ETAL	9.720
3	ROBERT RICHARD POWELL	1.704
3A	LARRY JOSEPH POWELL, ETUX MELISSA	1.000
4	JOE AND KATIE LINDAMOOD	4.769
5	GEORGIA FAY KELLY	4.818
6	ROBERT AND BEVERLY BRITTON	5.091
7	WILLIAM HORN	1.470
7A	JAMES ARCY, ETUX ROXANNE	1.719
7B	WILLIAM MANRY, ETUX JO ANN	1.663
7C	RAYMOND AND DONNA CRAIN	1.269
7D	LANDACE DIPPLE	0.676
7E	ROBERT ALMUILLER	0.954
7F	MERLIN BIDLEN, ETUX COLLEEN	0.954
7G	MIKE MUSE, ETUX TAMMY	0.565
7H	BILLY ZAPPEL, ETUX KATHY	0.714
7J	WILLARD D. WILLIS	0.582
8	WILLIAM AND PATRICIA PAYNE	1.698
9	KYLE AND CHRISTY MANN	2.769
10	SCOTT AND SHARON HORN	4.462
11	APOLONIO AND DELENA GAYTON	4.454
12	CHARLES AND SHELLY COX	2.564
13	ROY AND TAMARA RUDEWICK	2.594
14	RAYMOND J. JOHNSON	8.119
15	CHARLES AND JUANITA BAMGARDNER	4.110
16	KENNETH NEU	4.967
17	DANA POWELL	5.051
18	JIMMY AND SHERRY CATE	1.643
19	BENNY AND MADELINE CATE	2.254
20	CHARLES AND CAROLYN FRANKLIN	4.197
21	JOHN AND ELIZABETH JENKINS	4.030
22	THOMAS AND MARY LEE GRANT	1.582
23	JACK AND LINDA GILMAN	1.905
24	CHERYL DIANNE DURHAM	2.451
24A	TERRY DINGLER, ETUX SAUNDRA	6.922
24B	SANDRA K. BRINER	1.444
24C	JEFFERY WOOD, ETUX LAURA	1.246
24D	RENE MORENO, ETUX IRENE	0.998
24E	GORDON AND SANDRA BUSWELL	1.005
24F	MARY LOUISE KILGORE	10.126
24G	STEVEN MARSH, ETUX MELODY	0.750
24H	LINDA CLEMONS	1.000
24I	DAVID BANKSTON, ETUX REGINA	0.538
24J	JACK FISHER, ETUX JANE	0.554
24K	JOE FISHER, ETUX VIRGINIA	0.616
24L	WORDEN GILES, ETUX WILMA	0.554
24M	CURTIS WILSON, ETUX LAREA	0.615
24N	ROBERT SCOTT, ETUX SUSAN	0.923
24O	MARIE MILLER	0.554
24P	ROYCE HEARNE	0.554
24Q	BRUCE BENNETT, ETUX REBECCA	0.554
24R	LORI LYNN RUTHERFORD	0.554
24N	MINNIE WOODY	0.554
24O	ANGELA BEATY	0.615
39	JAMES CUFF	0.554
40	BRADLEY CATE	1.184
41	BENNY CATE	2.44
42	AARON BUCK	1.065
43	BILLIE CAL	1.059
44	MYLES CARROLL	1.067
45	ROBERT HINDERLITER	1.066
46	HOWARD PIPE	4.000
47	DAVID JOHNSON	4.088
48	DORAND CIESYNSKI	4.843
49	CHARLES DIESIN	2.05
50	RUSSELL HOUSTON	1.969
51	MARVIN MCCULLOUGH	3.192
52	THOMAS SEVIER	2.067
53	HOLLY REYNOLDS	4.110
54	BARBARA EUCKERT-WILSON	2.980
55	KENNETH HAWKINS	4.253
56	ALLEN WILLIS	3.533
57	ALLEN WILLIS	1.010
58	DIANNE HUMPHRIES	0.819
59	GREEN FANNING	2.009
60	GREEN FANNING	0.851
61	WILLARD WILLIS	1.081
62	JIMMY BRITTON	1.054
63	WILLARD WILLIS	2.256
64	DEREK MORRIS	1.079
65	SUZANNE MCCARTY	13.202
66	LENA FINCHER	6.809
67	LENA FINCHER	3.803
68	HAROLD MASSEY	5.881
69	[illegible]	4.477
70	[illegible]	2.017
71	KIMBERELY MADDOCK	2.921
72	JUDY WARD	1.011
73	KEN SAPP	1.015
74	CANA BAPTIST CHURCH	5.119
77A	MELISA BURDETTE	1.349
77B	FRANK MITCHELL	1.431
77C	MICHAEL J. PERKINS, ETUX LISA	1.242
77D	DOUG CLONINGER, ETUX DEBORAH	1.185
77E	WALTER AND JOANN HARBERLE	1.178
77F	JAMES WEBB, ETUX KAREN	1.449
77G	ROBERT F. SCOTT	1.339
77H	DAVID R. STANTON	1.105
77I	DAVID C. OLLER, ETUX SHERYL	1.111
77J	LOGAN R. CARR, ETUX DEBRA	1.116
77K	GARY A. BROWNING	1.453
77L	ROBERT C. WOOLF, ETUX LYDIA	1.381
77M	MIKE AND STACY WEEMS	1.070
77N	JAMES C. HARVEY JR., ETUX SANDRA	1.067
77O	MICHAEL D. KERR	1.066
77P	WAYNE A. LEA, ETUX PAMELA	1.065
77Q	BOBBY J. SMITH	1.416
77R	LINDA LIMBAUGH	1.514
77S	FREDDY PATTON	1.064
77T	RICHARD D. MARTIN, ETUX NADA	1.066
77U	EUGENE R. BROWER, ETUX BERTHA	1.067
77V	ROBERT AND CYNTHIA WELCH	1.069
77W	DONALD RUSSELL, ETUX CAROLYN	1.357
77X	STEVEN LEWIS	1.244
77Y	ROBERT L. WOLFE, ETUX SHARON	1.245
77Z	CANA BAPTIST CHURCH	0.375
78A	PEGGY KELLEY	1.666
78B	CANA BAPTIST CHURCH	7.857
20	DAVID AND SUE RUSH	28.575
21	MICHAEL E. AND DEBRA PENNINGTON	0.779
72	STATE OF TEXAS	0.378
73	STATE OF TEXAS	2.388
	TOTAL ACRES IN UNIT	320.000

RICE UNIT
DESIGNATION OF UNIT PLAT
JULIET G. BROWN SURVEY, A-95, ISAAC W. RENFRO, A-739, JAMES REA, A-1228, W.T. WISE, A-919, ANTONY FOSTER, A-284, MANUEL W. SANDERS, A-793, JAMES A. RENFRO, A-740
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

FORT WORTH SURVEYING 107 E COLLEGE AVENUE ALVARADO, TEXAS 76009 817-790-5900	JOB # 2010_016 JOB: RICE_UNIT_DOU_REV2	DATE: 06-29-11 PAGE 2 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 06°20'25" W	409.87'
L2	N 88°41'29" W	36.87'
L3	N 03°14'17" W	573.93'
L4	N 52°33'34" W	91.65'
L5	N 52°33'34" W	269.40'
L6	N 52°19'54" W	148.08'
L7	N 01°42'42" E	821.70'
L8	N 50°00'06" W	110.37'
L9	N 39°13'49" E	433.27'
L10	S 50°40'25" E	90.30'
L11	N 39°06'38" E	173.26'
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L28	N 59°08'50" E	301.57'
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L33	S 26°38'06" E	691.45'
L34	S 59°02'34" W	210.90'
L35	S 60°34'11" W	212.50'
L36	S 60°36'40" W	310.73'
L37	S 60°39'31" W	157.34'
L38	S 60°39'31" W	151.48'
L39	S 60°19'39" W	306.34'
L40	S 60°16'08" W	304.00'
L41	S 60°11'48" W	1020.97'
L42	N 30°32'33" W	571.32'
L43	S 00°16'25" W	87.84'
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JOHNSON COUNTY, TEXAS
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FORT WORTH SURVEYING 107 E COLLEGE AVENUE ALVARADO, TEXAS 76009 817-790-5900	JOB # 2010_016 JOB: RICE_UNIT_DOU_REV2	DATE: 06-29-11 PAGE 3 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

Return to:
XTO Energy, Inc.
810 Houston Street
Ft Worth, TX 76102-6298
ATTN: Land Department - AH

3rd AMENDMENT TO RICE GAS UNIT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

WHEREAS, the undersigned (whether one or more, the "Owner"), established the Rice Gas Unit (the "Unit") out of the Juliet G. Brown Survey, A-95, the Isaac W. Renfro Survey, A-739, the James Rea Survey, A-1228, the W. T. Wise Survey, A-919, the Antony Foster Survey, A-284, and the Manuel W. Sanders Survey, A-793 Johnson County, Texas, as more particularly set forth in that certain Designation of Unit, dated April 30, 2008, recorded in Volume 4347, Page 464 of the Official Public Records of Johnson County, Texas and in that certain Designation of Unit, dated April 24, 2008, recorded in Volume 4502, Page 975 of the Official Public Records of Johnson County, Texas, and in that certain 1st Amended Designation of Unit, dated July 16, 2009, recorded in Instrument No. 34011, and in that certain 2nd Amendment to Rice Gas Unit, dated February 18, 2011, recorded in Instrument No. 7083, of the Official Public Records of Johnson County, Texas. ("the Designation of Unit");

WHEREAS, the Designation of Unit pooled, consolidated, combined and unitized the oil, gas and mineral leases and the lands more particularly described and depicted in said Designation of Unit; and

WHEREAS, Owner desires to correct the list of leases listed on Exhibit "A", to correct the listed metes and bounds description described on Exhibit "B" and to correct the corresponding plat and tract acreages of Exhibit "C";

NOW, THEREFORE, in consideration of the premises, the undersigned, as the current owner and holder of the oil and gas leases subject to and described in the Unit, and described herein, acting under and by virtue of the power and authority conferred and granted by the provisions of the leases and/or the amendments thereto, and in accordance with the Designation of Unit, hereby amends said Unit by substituting the attached Exhibit "A", Exhibit "B" and Exhibit "C" in lieu of the previously attached Exhibit "A", Exhibit "B" and Exhibit "C" and the undersigned hereby pools, unitizes and combines the Leases and land covered thereby with the oil and gas leases and lands described in the Unit in accordance with the Designation of Unit.

The undersigned reserves the right, should there be a need to make any other corrections or revisions, including but not limited to, the right to commit to the Unit any newly acquired leases covering any unleased or non-pooled tract or tracts of land, or interest(s) therein, if any, located within the Unit boundaries. The undersigned specifically reserves the right to further amend or revise this Unit in any manner provided for in the Leases committed thereto, as herein amended, and in such event an appropriate amendment or instrument shall be filed for record in the county.

All of the terms and provisions of the Designation of Unit shall remain in full force and effect, except as herein amended, and the terms and provisions hereof shall be binding upon and inure to the benefit of the affected parties hereto, their heirs, legal representatives, successors and assigns.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

EFFECTIVE as of March 31, 2008, the effective date of the original Designation of Unit.

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RICE UNIT
DESIGNATION OF UNIT PLAT
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JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

FORT WORTH SURVEYING 107 E COLLEGE AVENUE ALVARADO, TEXAS 76009 817-790-5900	JOB # 2010_016 JOB: RICE_UNIT_DOU_REV2	DATE: 06-29-11 PAGE 3 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

Return to:
XTO Energy, Inc.
810 Houston Street
Ft Worth, TX 76102-6298
ATTN: Land Department - AH

Electronically Recorded Instrument Number
Official Public Records 20479
Page: 20 of 20
Becky Williams, County Clerk 08/26/2011 09:02:48
Johnson County, Texas Fee: 92.00 No. of Pages: 20

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA10-46

Unit Number	*4708*		
Operator Name	*XTO ENERGY INC*	*Effective Date*	*5/20/2008*
Customer ID	*C000044262*	*Unitized For*	*Gas*
Unit Name	*Rice Gas Unit*	*Unit Term*	*0 Months*
County1	*Johnson*		

	Old Unit Number	*Inactive Status Date*
County 2	*0*	
County 3	*0*	
RRC District: *05*	*0*	
Unit Type: *Permanent*	*0*	
	0	

State Royalty Interest: *0.0046260923*
State Part in Unit: *0.0185043693*
Unit Depth **All** *Well:* *Unit*
Below Depth **0** *Formation:* *Barnett Shale*
Above Depth **0** *Participation Basis:* *Surface Acreage*
[If Exclusions Apply: See Remarks]

MF Number	**MF109311**		*Tract Number*	71	
Lease Acres	2.386	/	*Total Unit Acres*	311.494	=
Tract Participation:	0.0076599	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0019150		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	**MF108884**		*Tract Number*	72	
Lease Acres	3.378	/	*Total Unit Acres*	311.494	=
Tract Participation:	0.0108445	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0027111		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	*RRC Number*
422513251600	0

Remarks:

HROW Unit - drilling over primary term; Effective date is date of lease; Barnett Shale-2nd Amendment received, XTO added MF109311, corrected DPU and division order

Prepared By:	BBoyd	*Prepared Date:*	7-27-11
GLO Base Updated By:	BBoyd	*GLOBase Date:*	7-27-11
RAM Approval By:	JK	*RAM Approval Date:*	8-2-2011
GIS By:		*GIS Date:*	

REVISED DIVISION ORDER

Internal Use Only
100W142727-75
S

TO:	**XTO ENERGY INC.** **810 Houston Street** **Fort Worth, Texas 76102**	Date:	**December 06, 2011**
		Analyst Initials:	**APAR**
Property Number:	**142727**	Effective Date:	**FIRST SALES**
Property Name:	**RICE UNIT 01H**	Product:	**GAS**
Operator:	**XTO ENERGY INC.**		
County & State:	**JOHNSON COUNTY, TX**		
Property Description:	**320.00 ac. of the I.W. renfro svy A-739,J. Rea Svy A-1228,J G Brown SvyA-95, W.T. Wise Svy A-919 and M.W.Sanders Svy A-793,Johnson Co. TX.**		

Owner Name and address:	**COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS** **PO BOX 12873** **AUSTIN, TX 787112873**	OWNER NUMBER:	**89042**
		Type of Interest:	**ROYALTY**
		Decimal Interest:	**0.004503120**

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____ _____

Owner(s) Printed Name: _____ _____

Owner(s) Tax ID or SSN: [redacted] _____

Owner Daytime Telephone #: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

********** SIGN AND RETURN THIS COPY TO XTO **********

5.764

From: <Brent_Kunkel@xtoenergy.com>
To: "Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>
Date: 12/6/2011 1:47 PM
Subject: Re: Fw: Rice 3rd Amended DOU

yes the DOI changed somewhat.

Brent
X2388

From: "Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>
To: <Brent_Kunkel@xtoenergy.com>
Date: 12/06/2011 01:44 PM
Subject: Re: Fw: Rice 3rd Amended DOU

The amendment states that the Exhibit A, B & C are being replaced. Is that all that's changed? I won't have to re-do the unit set-up if the State's not effected by the changes.

I guess I need the division order.

Thanks
Bev

>>> <Brent_Kunkel@xtoenergy.com> 12/6/2011 11:39 AM >>>
Beverly,

I'm sending the DOU file-

Brent Kunkel
XTO Energy, Inc.
817-870-2800
X2388

----- Forwarded by Brent Kunkel/FTW/CTOC on 12/06/2011 11:37 AM -----

From: Austin Hardwick/FTW/CTOC
To: Austin Hardwick/FTW/CTOC@CTOC
Cc: "Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>, Brent Kunkel/FTW/CTOC@CTOC, Ann Parr/FTW/CTOC@CTOC
Date: 09/19/2011 03:35 PM
Subject: Re: Rice 2nd Amended DOU

Beverly,

Attached is a 3rd Amendment to the XTO Operated Rice Unit in Johnson County; filed 8/26/2011.

I believe you should have just received a revised DO based on the 2nd (February) Amendment to the Rice Unit.

We have found several errors in calculation and will be sending out another revised DO shortly. This DO will correct up to the 3rd Amendment.

Please let me know if you have any questions.

Austin Hardwick
XTO Energy
810 Houston St.
Ft. Worth, TX 76102
817.885.2587

Austin Hardwick/FTW/CTOC
07/22/2011 08:26 AM

To
"Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>
cc
Brent Kunkel/FTW/CTOC@CTOC, Charles Scherer/FTW/CTOC@CTOC
Subject
Re: Rice 2nd Amended DOU

Beverly,

The Division of Interest was revised in February of 2011.

The state has a decimal interest of .00271113 in one tract and a decimal interest of .00191496 into another tract.

Let me know if the State would like to request a copy.

Austin Hardwick
XTO Energy
810 Houston St.
Ft. Worth, TX 76102
817.885.2587

"Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>
07/22/2011 08:13 AM

To
<Austin_Hardwick@xtoenergy.com>
cc

Subject

Re: Rice 2nd Amended DOU

Thanks for the DPU, the division order I have for the Rice Unit is dated 2/8/10. It has the State's royalty at 0.002714030.
Has there been an additional DO sent out?
Hope to get this finished today.

Beverly

>>> <Austin_Hardwick@xtoenergy.com> 7/21/2011 3:46 PM >>>
Beverly,

Attached is a copy of the Second Amended Designation of Unit for the Rice Unit in Johnson County, Texas.

Austin Hardwick
XTO Energy
810 Houston St.
Ft. Worth, TX 76102
817.885.2587

Electronically Recorded Instrument: 7083 Book: RP Volume: 0 Page: 0

2nd AMENDMENT TO RICE GAS UNIT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

WHEREAS, the undersigned (whether one or more, the "Owner"), established the Rice Gas Unit (the "Unit") out of the Juliet G. Brown Survey, A-95, the Isaac W. Renfro Survey, A-739, the James Rea Survey, A-1228, the W. T. Wise Survey, A-919, the Antony Foster Survey, A-284, and the Manuel W. Sanders Survey, A-793 Johnson County, Texas, as more particularly set forth in that certain Designation of Unit, dated April 30, 2008, recorded in Volume 4347, Page 464 of the Official Public Records of Johnson County, Texas and in that certain Designation of Unit, dated April 24, 2008, recorded in Volume 4502, Page 975 of the Official Public Records of Johnson County, Texas, and in that certain 1st Amended Designation of Unit, dated July 16, 2009, recorded in Instrument No. 34011, of the Official Public Records of Johnson County, Texas. ("the Designation of Unit");

WHEREAS, the Designation of Unit pooled, consolidated, combined and unitized the oil, gas and mineral leases and the lands more particularly described and depicted in said Designation of Unit; and

WHEREAS, Owner has acquired additional leases covering lands located within the boundaries of the Unit, said leases being more particularly described on Exhibit "A" attached hereto, (the "Leases"), and Owner hereby desires to amend the Designation of Unit to include the Leases and lands covered by the Leases in said Unit; and

WHEREAS, Owner desires to correct the metes and bounds description described on Exhibit "B" and to correct the corresponding plat and tract acreages of Exhibit "C";

NOW, THEREFORE, in consideration of the premises, the undersigned, as the current owner and holder of the oil and gas leases subject to and described in the Unit, and described herein, acting under and by virtue of the power and authority conferred and granted by the provisions of the leases and/or the amendments thereto, and in accordance with the Designation of Unit, hereby amends said Unit by substituting the attached Exhibit "A", Exhibit "B" and Exhibit "C" in lieu of the previously attached Exhibit "A", Exhibit "B" and Exhibit "C" and the undersigned hereby pools, unitizes and combines the Leases and land covered thereby with the oil and gas leases and lands described in the Unit in accordance with the Designation of Unit.

The undersigned reserves the right, should there be a need to make any other corrections or revisions, including but not limited to, the right to commit to the Unit any newly acquired leases covering any unleased or non-pooled tract or tracts of land, or interest(s) therein, if any, located within the Unit boundaries. The undersigned specifically reserves the right to further amend or revise this Unit in any manner provided for in the Leases committed thereto, as herein amended, and in such event an appropriate amendment or instrument shall be filed for record in the county.

All of the terms and provisions of the Designation of Unit shall remain in full force and effect, except as herein amended, and the terms and provisions hereof shall be binding upon and inure to the benefit of the affected parties hereto, their heirs, legal representatives, successors and assigns.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

EFFECTIVE as of March 31, 2008, the effective date of the original Designation of Unit.

WORKING INTEREST OWNERS:

XTO ENERGY INC.

x _____ AH

BY: Edwin S. Ryan, Jr.
Senior Vice President – Land Administration, of
XTO Energy Inc., a Delaware corporation

DEVON ENERGY PRODUCTION COMPANY, L.P.

x _____

BY: Bill A. Penhall, Agent and Attorney-in-Fact
Devon Energy Production Company, L.P.

After Recording Return to:
XTO Energy Inc. – Land Dept.
810 Houston St.
Fort Worth, TX 76102 - LIZ

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 18th day of January, 2011, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said ~~corporation~~.

DEDRA L. NUNEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/28/2012

Dedra L. Nunez
Notary Public in and for the State of Texas

My commission expires:
Jan. 28, 2012

Dedra L. Nuñez
Printed Name of Notary

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 2nd day of March, 2011, by Bill A. Penhall, Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., acting on behalf of said ~~corporation~~ limited partnership.

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/14

Marsha Bartlett
Notary Public in and for the State of ~~Texas~~ Oklahoma

My commission expires:

_____

_____
Printed Name of Notary

EXHIBIT "A"

TO THAT CERTAIN
2nd AMENDMENT TO RICE GAS UNIT

1. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2007, between Arthur Lee Rice, Trustee of the Vernon W. and Edythe L. Rice Family Trust B, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 225, of the Official Public Records of Johnson County, Texas. (Tract 1 covering 18.355 acres)

2. Memorandum of Oil, Gas and Mineral Lease dated effective May 7, 2007, between Toni Jo Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 93, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.252 acres)

3. Oil and Gas Lease dated April 14, 2008, between Mary Jim Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4362, Page 282, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.252 acres)

4. Memorandum of Oil, Gas and Mineral Lease dated effective April 28, 2007, between Gregg T. Fanning and wife, Laurie L. Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 95, of the Official Public Records of Johnson County, Texas. (Tracts 2, 50, and 51 covering 8.911 acres)

5. Memorandum of Oil and Gas Lease dated April 25, 2006, between Robert Richard Powell a/k/a Robert R. Powell and Patricia Ann Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3808, Page 34, of the Official Public Records of Johnson County, Texas. (Tract 3 covering 9.103 acres)

6. Memorandum of Oil and Gas Lease dated April 27, 2006, between Larry Joseph Powell and Melissa Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 98, of the Official Public Records of Johnson County, Texas. (Tract 3a covering 1.00 acre)

7. Memorandum of Oil and Gas Lease dated May 5, 2006, between Joe F. Lindamood and Katie A. Lindamood, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 96, of the Official Public Records of Johnson County, Texas. (Tract 4 covering 4.768 acres)

8. Memorandum of Oil and Gas Lease dated July 24, 2006, between Leora Fay Kelley, a single person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 605, of the Official Public Records of Johnson County, Texas. (Tract 5 covering 4.838 acres)

9. Memorandum of Oil and Gas Lease dated July 24, 2006, between Robert E. Britton and Beverly K. Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 601, of the Official Public Records of Johnson County, Texas. (Tract 6 covering 5.291 acres)

10. Memorandum of Oil, Gas and Mineral Lease dated effective October 22, 2007, between William J. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 162, of the Official Public Records of Johnson County, Texas. (Tract 7a covering 1.719 acres)

11. Oil and Gas Lease dated November 28, 2007, between Michael Ancy and wife, Roxanne D. Ancy, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4255, Page 557, of the Official Public Records of Johnson County, Texas. (Tract 7b covering 1.583 acres)

12. Memorandum of Oil, Gas and Mineral Lease dated effective August 17, 2007, between William F. Manry and wife, Joe Ann Manry, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 775, of the Official Public Records of Johnson County, Texas. (Tract 7c covering 1.287 acres)

13. Memorandum of Oil, Gas and Mineral Lease dated effective August 21, 2007, between Raymond L. Crain and wife, Donna K. Crain, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 773, of the Official Public Records of Johnson County, Texas. (Tract 7d covering 0.616 of an acre)

14. Memorandum of Oil, Gas and Mineral Lease dated effective August 15, 2007, between Candice Dippel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 771, of the Official Public Records of Johnson County, Texas. (Tract 7e covering 0.645 of an acre)

15. Memorandum of Oil, Gas and Mineral Lease dated effective September 4, 2007, between Robert Aumuller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 767, of the Official Public Records of Johnson County, Texas. (Tract 7f covering 0.675 of an acre)

16. Oil and Gas Lease dated November 19, 2007, between Merlyn L. Ridlen and wife, Colleen M. Ridlen, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 446, of the Official Public Records of Johnson County, Texas. (Tract 7g covering 0.685 of an acre)

17. Memorandum of Oil, Gas and Mineral Lease dated effective August 23, 2007, between Mike Muse and wife, Tammy Muse, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 765, of the Official Public Records of Johnson County, Texas. (Tract 7h covering 0.714 of an acre)

18. Memorandum of Oil, Gas and Mineral Lease dated effective September 10, 2007, between Billy M. Chappell and wife, Kathy A. Chappell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 763, of the Official Public Records of Johnson County, Texas. (Tract 7i covering 0.582 of an acre)

19. Memorandum of Oil, Gas and Mineral Lease dated effective October 8, 2007, between Willard D. Willis and wife, Dorcas L. Willis, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 543, of the Official Public Records of Johnson County, Texas. (Tract 7j covering 1.699 acres)

20. Memorandum of Oil, Gas and Mineral Lease dated effective February 28, 2007, between William A. Payne and wife, Patricia D. Payne, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 400, of the Official Public Records of Johnson County, Texas. (Tract 8 covering 2.729 acres)

21. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Kyle A. Mann and wife, Christy L. Mann, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 196, of the Official Public Records of Johnson County, Texas. (Tract 9 covering 4.452 acres)

22. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Scott E. Horn and wife, Sharon A. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 190, of the Official Public Records of Johnson County, Texas. (Tract 10 covering 4.324 acres)

23. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Apolonio B. Gayton and wife, Elena Gayton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 418, of the Official Public Records of Johnson County, Texas. (Tract 11 covering 2.594 acres)

24. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles W. Cox and wife, Shelley Cox, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 184, of the Official Public Records of Johnson County, Texas. (Tract 12 covering 2.594 acres)

25. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Roy A. Rudewick and wife, Tamra Rudewick, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 198, of the Official Public Records of Johnson County, Texas. (Tract 13 covering 8.119 acres)

26. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Judy M. Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 194, of the Official Public Records of Johnson County, Texas. (Tract 14 covering 4.112 acres)

27. Memorandum of Oil and Gas Lease dated April 28, 2006, between Charles T. Bomgardner and Juanita M. Bomgardner, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 886, of the Official Public Records of Johnson County, Texas. (Tract 15 covering 4.967 acres)

28. Memorandum of Oil and Gas Lease dated May 1, 2006, between Kenneth Neu, a single man, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3809, Page 454, of the Official Public Records of Johnson County, Texas. (Tract 16 covering 5.061 acres)

29. Memorandum of Oil and Gas Lease dated May 25, 2006, between Dana R. Kendrick a/k/a Dana R. Powell and Eric Keith Kendrick, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 31, of the Official Public Records of Johnson County, Texas. (Tract 17 covering 1.643 acres)

30. Memorandum of Oil and Gas Lease dated June 5, 2006, between Jimmy Cate and Sherry L. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 894, of the Official Public Records of Johnson County, Texas. (Tract 18 covering 2.257 acres being)

31. Memorandum of Oil and Gas Lease dated June 8, 2006, between B. L. Cate a/k/a Benny L. Cate and Madeline I. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 898, of the Official Public Records of Johnson County, Texas. (Tracts 19 and 31 covering 4.47 acres)

32. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles Franklin and wife, Karyn Franklin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 188, of the Official Public Records of Johnson County, Texas. (Tract 20 covering 3.582 acres)

33. Memorandum of Oil and Gas Lease dated June 3, 2006, between John L. Jenkins and Elizabeth Ann Jenkins, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 812, of the Official Public Records of Johnson County, Texas. (Tract 22 covering 1.905 acres)

34. Memorandum of Oil and Gas Lease dated May 15, 2006, between Thomas Gordon Grant and Mary Lee Grant, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 884, of the Official Public Records of Johnson County, Texas. (Tract 23 covering 1.140 acres)

35. Memorandum of Oil and Gas Lease dated May 15, 2006, between Jack Gilman and Linda Gilman, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 865, of the Official Public Records of Johnson County, Texas. (Tract 24 covering 5.451 acres)

36. Memorandum of Oil and Gas Lease dated June 8, 2006, between Cheryl Dianne Durham, Individually and as Independent Executor of the Estates of Kenneth Bartoo, deceased & Nadine Bartoo, deceased and Gene A. Bartoo and Glenda Bartoo, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 814, of the Official Public Records of Johnson County, Texas. (Tract 25 covering 6.222 acres)

37. Memorandum of Oil and Gas Lease dated June 7, 2006, between Robert E. Gustafson and Carla M. Gustafson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 818, of the Official Public Records of Johnson County, Texas. (Tract 26a covering 1.424 acres)

38. Memorandum of Oil and Gas Lease dated July 19, 2006, between Sandra Kay Prince, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3869, Page 160, of the Official Public Records of Johnson County, Texas. (Tract 26b covering 1.246 acres)

39. Oil and Gas Lease dated December 28, 2006, between Jeffrey J. Wood and wife, Laura D. Wood, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3995, Page 626, of the Official Public Records of Johnson County, Texas. (Tract 26c covering 0.996 of an acre)

40. Memorandum of Oil, Gas and Mineral Lease dated effective October 5, 2007, between Rene Moreno and wife, Irene Arauza, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 545, of the Official Public Records of Johnson County, Texas. (Tract 26d covering 1.006 acres)

41. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Gordon E. Buswell and wife, Sandra Buswell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 202, of the Official Public Records of Johnson County, Texas. (Tract 27 covering 10.126 acres)

42. Memorandum of Oil, Gas and Mineral Lease dated effective June 14, 2007, between Gary Louis Kilgore, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 221, of the Official Public Records of Johnson County, Texas. (Tract 28a covering 0.750 of an acre)

43. Memorandum of Oil and Gas Lease dated August 18, 2006, between Steven C. Marsh and Melody D. Marsh, husband and wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 800, of the Official Public Records of Johnson County, Texas. (Tract 28b covering 0.609 of an acre)

44. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Linda Clemons, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 200, of the Official Public Records of Johnson County, Texas. (Tract 28c covering 0.639 of an acre)

45. Memorandum of Oil and Gas Lease dated July 19, 2006, between David Bruce Bankston and Regina Lynn Bankston, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 215, of the Official Public Records of Johnson County, Texas. (Tract 28d covering 0.64 of an acre)

46. Memorandum of Oil and Gas Lease dated July 19, 2006, between Jack D. Felt and Jane L. Felt, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3863, Page 855, of the Official Public Records of Johnson County, Texas. (Tract 28e covering 0.616 of an acre)

47. Memorandum of Oil and Gas Lease dated July 19, 2006, between Joe Fisher and Virginia Fisher, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3880, Page 189, of the Official Public Records of Johnson County, Texas. (Tract 28f covering 0.616 of an acre)

48. Memorandum of Oil and Gas Lease dated July 19, 2006, between Worden E. Giles and Wilma L. Giles, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 211, of the Official Public Records of Johnson County, Texas. (Tract 28g covering 0.615 of an acre)

49. Memorandum of Oil, Gas and Mineral Lease dated effective October 29, 2007, between Curtis Micheal Wilson and wife, Larea H. Wilson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 164, of the Official Public Records of Johnson County, Texas. (Tract 28h covering 0.595 of an acre)

50. Memorandum of Oil, Gas and Mineral Lease dated effective August 10, 2007, between Robert L. Scott and wife, Susan L. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 769, of the Official Public Records of Johnson County, Texas. (Tract 28i covering 0.599 of an acre)

51. Memorandum of Oil and Gas Lease dated July 19, 2006, between Marie V. Miller, a widow, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 209, of the Official Public Records of Johnson County, Texas. (Tract 28j covering 0.596 of an acre)

52. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Royce L. Hearne and Deborah K. Hearne, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4583, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 28k covering 0.597 of an acre)

53. Memorandum of Oil and Gas Lease dated July 19, 2006, between Arville E. Stinnett and Rebecca Sheree Stinnett, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 802, of the Official Public Records of Johnson County, Texas. (Tract 28l covering 0.592 of an acre)

54. Memorandum of Oil and Gas Lease dated August 17, 2006, between Lori Lynn Rutherford, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 213, of the Official Public Records of Johnson County, Texas. (Tract 28m covering 0.569 of an acre)

55. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Elizabeth Woody Woody, a/k/a Minnie E. Woody, a/k/a Minnie Elizabeth Woody, a widow, having not since remarried, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4563, Page 152, of the Official Public Records of Johnson County, Texas. (Tract 28n covering 0.606 of an acre)

56. Memorandum of Oil and Gas Lease dated July 19, 2006, between Angela L. Beaty, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 603, of the Official Public Records of Johnson County, Texas. (Tract 28o covering 0.766 of an acre)

57. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between James Duff, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 186, of the Official Public Records of Johnson County, Texas. (Tract 29 covering 0.584 of an acre)

58. Memorandum of Oil and Gas Lease dated effective December 2, 2008, between Bradley W. Cate and Tina R. Cate, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4500, Page 374, of the Official Public Records of Johnson County, Texas. (Tract 30 covering 1.164 acres)

59. Memorandum of Oil and Gas Lease dated May 15, 2006, between Aaron Buck and Lorin A. Buck, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 35, of the Official Public Records of Johnson County, Texas. (Tract 32 covering 1.065 acres)

60. Memorandum of Oil and Gas Lease dated May 15, 2006, between Billie Cate, an unmarried person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 33, of the Official Public Records of Johnson County, Texas. (Tract 33 covering 1.095 acres)

61. Memorandum of Oil and Gas Lease dated May 15, 2006, between Myles Carroll and A. Sue Carroll, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 41, of the Official Public Records of Johnson County, Texas. (Tract 34 covering 1.067 acres)

62. Memorandum of Oil and Gas Lease dated May 15, 2006, between Robert M. Hinderliter and Sharon Ann Hinderliter, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3832, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 35 covering 1.068 acres)

63. Memorandum of Oil and Gas Lease dated April 26, 2006, between Howard M. Price and Norma L. Price, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 92, of the Official Public Records of Johnson County, Texas. (Tract 36 covering 4.00 acres)

64. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between David C. Johnson and Merry Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 204, of the Official Public Records of Johnson County, Texas. (Tract 38 covering 4.088 acres)

65. Memorandum of Oil and Gas Lease dated May 16, 2006, between Dorand Ciesynski and Sandy Ciesynski, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3835, Page 850, of the Official Public Records of Johnson County, Texas. (Tract 39 covering 4.843 acres)

66. Memorandum of Oil and Gas Lease dated May 15, 2006, between Charles E. Denson and Laurie L. Denson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 43, of the Official Public Records of Johnson County, Texas. (Tract 40 covering 2.05 acres)

67. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Russell Scott Houghton and wife, Rhonda Houghton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 182, of the Official Public Records of Johnson County, Texas. (Tract 41 covering 1.969 acres)

68. Oil and Gas Lease dated October 3, 2007, between Marvin D. McCullough and wife, Myra L. McCullough, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 258, of the Official Public Records of Johnson County, Texas. (Tract 42 covering 3.192 acres)

69. Memorandum of Oil and Gas Lease dated June 1, 2006, between Thomas L. Sevier and Nancy K. Sevier, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 816, of the Official Public Records of Johnson County, Texas. (Tract 43 covering 2.087 acres)

70. Memorandum of Oil, Gas and Mineral Lease dated effective November 7, 2007, between Holly Hughes McGhee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 44 covering 2.11 acres)

71. Memorandum of Oil and Gas Lease dated May 16, 2006, between Barbara L. Euckert-Wilson and Cecil R. Wilson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 892, of the Official Public Records of Johnson County, Texas. (Tract 45 covering 2.98 acres)

72. Memorandum of Oil and Gas Lease dated May 16, 2006, between Kenneth Ray Hawkins and Paula Marilyn Hawkins, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 896, of the Official Public Records of Johnson County, Texas. (Tract 46 covering 4.684 acres)

73. Memorandum of Oil and Gas Lease dated April 26, 2006, between Allen B. Willis and Cynthia L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 607, of the Official Public Records of Johnson County, Texas. (Tracts 47 and 48 covering 4.543 acres)

74. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Diane M. Humphries, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 192, of the Official Public Records of Johnson County, Texas. (Tract 49 covering 0.819 of an acre)

75. Memorandum of Oil and Gas Lease dated July 24, 2006, between Willard D. Willis and Dorcas L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3894, Page 437, of the Official Public Records of Johnson County, Texas. (Tracts 52 and 54 covering 3.347 acres)

76. Memorandum of Oil and Gas Lease dated July 24, 2006, between Jimmy J. Britton and Tina Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 599, of the Official Public Records of Johnson County, Texas. (Tract 53 covering 1.064 acres)

77. Oil and Gas Lease dated June 22, 2006, between Derek B. Morris, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 751, of the Official Public Records of Johnson County, Texas. (Tract 55 covering 1.072 acres)

78. Oil and Gas Lease dated effective October 15, 2006, between Terry S. McCarty and wife, Suzanne M. McCarty, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 56 covering 13.202 acres)

79. Oil and Gas Lease dated July 13, 2006, between Lena Fincher, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 57 and 58 covering 9.701 acres)

80. Memorandum of Oil and Gas Lease dated effective November 13, 2006, between Harold F. Massey and wife, Mancy Massey, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3965, Page 1, of the Official Public Records of Johnson County, Texas. (Tract 59 covering 5.881 acres)

81. Memorandum of Oil and Gas Lease dated April 26, 2006, between Agron Iljazi and Manushaqe Hodza, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3802, Page 349, of the Official Public Records of Johnson County, Texas. (Tract 60 covering 4.477 acres)

82. Memorandum of Oil and Gas Lease dated May 1, 2006, between Eddie L. Mahan and Letetia T. Mahan, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 903, of the Official Public Records of Johnson County, Texas. (Tract 62 covering 1.037 acres)

83. Memorandum of Oil and Gas Lease dated June 8, 2006, between Kimberly A. Stephens a/k/a Kimberly A. Maddock and Matthew W. Stephens, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 873, of the Official Public Records of Johnson County, Texas. (Tract 63 covering 2.921 acres)

84. Memorandum of Oil and Gas Lease dated May 2, 2006, between Judy Gayle Ward, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 29, of the Official Public Records of Johnson County, Texas. (Tract 64 covering 1.011 acres)

85. Memorandum of Oil and Gas Lease dated May 2, 2006, between Leon Hamilton Sapp and Mary Adeline Sapp, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 90, of the Official Public Records of Johnson County, Texas. (Tract 65 covering 1.215 acres)

86. Memorandum of Oil and Gas Lease dated effective October 23, 2006, between Cana Baptist Church, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 25, of the Official Public Records of Johnson County, Texas. (Tracts 66, 69, and 67z covering 13.137 acres)

87. Memorandum of Oil and Gas Lease dated August 31, 2006, between Melissa A. Burdette and Victor Carrington, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3902, Page 14, of the Official Public Records of Johnson County, Texas. (Tract 67a covering 1.349 acres)

88. Memorandum of Oil and Gas Lease dated May 2, 2006, between Frank A. Mitchell and Peggy J. Mitchell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 67b covering 1.431 acres)

89. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between Michael L. Jenkins and wife, Lisa A. Jenkins, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 428, of the Official Public Records of Johnson County, Texas. (Tract 67c covering 1.202 acres)

90. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Doy C. Cloninger and wife, Deborah L. Cloninger, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 711, of the Official Public Records of Johnson County, Texas. (Tract 67d covering 1.193 acres)

91. Memorandum of Oil, Gas and Mineral Lease dated effective March 28, 2007, between Walter C. Haberle and wife, JoAnn Haberle, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 67e covering 1.178 acres)

92. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between James S. Webb and wife, Karen Webb, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 67f covering 1.549 acres)

93. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Robert F. Scott IV and wife, Karen W. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 412, of the Official Public Records of Johnson County, Texas. (Tract 67g covering 1.338 acres)

94. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between David Ray Stanton and wife, Jill Smith Stanton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 426, of the Official Public Records of Johnson County, Texas. (Tract 67h covering 1.106 acres)

95. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between John C. Gezel and wife, Sherry L. Gezel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 67i covering 1.111 acres)

96. Memorandum of Oil, Gas and Mineral Lease dated effective March 6, 2007, between Doran R. Card and wife, Debra Card, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 699, of the Official Public Records of Johnson County, Texas. (Tract 67j covering 1.116 acres)

97. Memorandum of Oil, Gas and Mineral Lease dated effective March 12, 2007, between Gary A. Browning and wife, Susan N. Browning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 713, of the Official Public Records of Johnson County, Texas. (Tract 67k covering 1.483 acres)

98. Memorandum of Oil, Gas and Mineral Lease dated effective March 14, 2007, between Lydia E. Woolf, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 705, of the Official Public Records of Johnson County, Texas. (Tract 67l covering 1.381 acres)

99. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2009, between Mike Weems and Stacy Weems, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 19489 of the Official Public Records of Johnson County, Texas. (Tract 67m covering 1.070 acres)

100. Memorandum of Oil, Gas and Mineral Lease dated effective February 16, 2007, between James C. Harvey, Jr., as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 420, of the Official Public Records of Johnson County, Texas. (Tract 67n covering 1.067 acres)

101. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Michael D. Kerr and wife, Judy D. Kerr, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 410, of the Official Public Records of Johnson County, Texas. (Tract 67o covering 1.066 acres)

102. Memorandum of Oil, Gas and Mineral Lease dated effective March 7, 2007, between Wayne Arthur Lea and wife, Pamela Lea, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 701, of the Official Public Records of Johnson County, Texas. (Tract 67p covering 1.065 acres)

103. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Bobby J. White and wife, Elizabeth F. White, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 416, of the Official Public Records of Johnson County, Texas. (Tract 67q covering 1.518 acres)

104. Memorandum of Oil, Gas and Mineral Lease dated effective March 2, 2007, between Linda Limbaugh and husband, Dave R. Limbaugh, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 414, of the Official Public Records of Johnson County, Texas. (Tract 67r covering 1.514 acres)

105. Memorandum of Oil, Gas and Mineral Lease dated effective March 10, 2007, between Freddy H. Patton and wife, Caron Willingham Patton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 719, of the Official Public Records of Johnson County, Texas. (Tract 67s covering 1.064 acres)

106. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Richard D. Martin and wife, Nada R. Martin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 406, of the Official Public Records of Johnson County, Texas. (Tract 67t covering 1.066 acres)

107. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Eugene R. Brymer and wife, Gertha Jo Brymer, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 402, of the Official Public Records of Johnson County, Texas. (Tract 67u covering 1.067 acres)

108. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Robert M. Welch and wife, Cynthia J. Welch, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 408, of the Official Public Records of Johnson County, Texas. (Tract 67v covering 1.069 acres)

109. Memorandum of Oil, Gas and Mineral Lease dated effective February 15, 2007, between Donald A. Russell and wife, Carolyn June Russell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 422, of the Official Public Records of Johnson County, Texas. (Tract 67w covering 1.367 acres)

110. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert C. Severns and wife, Victoria F. Severns, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 717, of the Official Public Records of Johnson County, Texas. (Tract 67x covering 1.944 acres)

111. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert L. Wolfe and wife, Sharon Wolfe, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 715, of the Official Public Records of Johnson County, Texas. (Tract 67y covering 1.245 acres)

112. Oil and Gas Lease dated July 17, 2006, between Peggy L. Keller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 68 covering 1.555 acres)

113. Oil, Gas and Mineral Lease dated October 12, 2001, between David G. Pugh and wife, Sue E. Pugh, as Lessor, and Mitchell Energy Company L.P., as Lessee, recorded at Volume 2732, Page 145, of the Official Public Records of Johnson County, Texas; a Memorandum of Extension and Amendment of Oil, Gas and Mineral Lease recorded at Volume 3697, Page 523, of the Official Public Records of Johnson County, Texas. (Tract 70 insofar as it covers 18.069 acres)

114. Oil, Gas and Mineral Lease dated June 4, 2004, between Michael E. Pennington and wife, Debra Pennington, as Lessor, and Devon Energy Operating Company, L.P., as Lessee, recorded at Volume 3354, Page 430, of the Official Public Records of Johnson County, Texas. (Tract 71 covering 0.778 of an acre)

115. Oil and Gas Lease dated May 20, 2008, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4389, Page 576, of the Official Public Records of Johnson County, Texas. (Tract 72 insofar as it covers 3.378 acres) 108834

added

116. Oil and Gas Lease dated August 19, 2008, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4449, Page 634, of the Official Public Records of Johnson County, Texas. (Tract 73 covering 2.386 acres) 109311

117. Oil and Gas Lease dated May 22, 2006, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3827, Page 443 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

118. Oil and Gas Lease dated May 12, 2006, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3818, Page 190 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

119. Oil and Gas Lease dated May 22, 2006, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 369 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

120. Oil and Gas Lease dated May 26, 2006, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 387 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

121. Oil and Gas Lease dated January 24, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 612 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

122. Oil and Gas Lease dated January 24, 2007, between The Linda L. Downey 2003 Trust, Linda L. Downey, Trustee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 627 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers 80.809 acres)

123. Oil and Gas Lease dated October 12, 2007, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 559 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

124. Oil and Gas Lease dated October 10, 2007, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 555 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

125. Oil and Gas Lease dated October 22, 2007, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4228, Page 262 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

126. Oil and Gas Lease dated October 9, 2007, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 551 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

127. Oil and Gas Lease dated November 26, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 467 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

128. Oil and Gas Lease dated November 5, 2007, between The Linda L. Downey 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 454 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o insofar as it covers 9.432 acres)

Insofar as said Oil, Gas and Mineral Leases cover all depths.

EXHIBIT "B"

TO THAT CERTAIN
2nd AMENDMENT TO RICE GAS UNIT

BEING A 311.494 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JULIET G. BROWN SURVEY, A-95, THE ISAAC W. RENFRO, A-739, THE JAMES REA, A-1228, THE W.T. WISE, A-919, THE ANTONY FOSTER, A-284, THE MANUEL W. SANDERS, A-793, OF JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;
BEGINNING AT ½" IRON ROD FOUND AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JACK GILMAN, ETUX AS RECORDED IN VOLUME 3498, PAGE 56, DEED RECORDS, JOHNSON COUNTY, TEXAS;
THENCE N 06°20'25" W A DISTANCE OF 409.87 FEET TO A POINT;

THENCE N 88°41'29" W A DISTANCE OF 36.87 FEET TO A POINT;

THENCE N 03°14'17" W A DISTANCE OF 573.93 FEET TO A POINT;

THENCE N 52°33'34" W A DISTANCE OF 91.65 FEET TO A POINT;

THENCE N 52°33'34" W A DISTANCE OF 269.40 FEET TO A POINT;

THENCE N 52°19'54" W A DISTANCE OF 148.08 FEET TO A POINT;

THENCE N 01°42'42" E A DISTANCE OF 821.70 FEET TO A POINT;

THENCE N 50°00'06" W A DISTANCE OF 110.37 FEET TO A POINT;

THENCE N 39°13'49" E A DISTANCE OF 433.27 FEET TO A POINT;

THENCE S 50°40'25" E A DISTANCE OF 90.30 FEET TO A POINT;

THENCE N 39°06'38" E A DISTANCE OF 173.26 FEET TO A POINT;

THENCE N 29°41'37" W A DISTANCE OF 42.21 FEET TO A POINT;

THENCE N 60°32'03" E A DISTANCE OF 1268.77 FEET TO A POINT;

THENCE S 25°19'42" E A DISTANCE OF 155.98 FEET TO A POINT;

THENCE S 59°56'28" W A DISTANCE OF 339.12 FEET TO A POINT;

THENCE S 29°35'29" E A DISTANCE OF 319.81 FEET TO A POINT;

THENCE N 60°17'58" E A DISTANCE OF 315.19 FEET TO A POINT;

THENCE S 25°37'45" E A DISTANCE OF 224.98 FEET TO A POINT;

THENCE S 79°08'24" W A DISTANCE OF 167.19 FEET TO A POINT;

THENCE S 10°37'10" E A DISTANCE OF 341.63 FEET TO A POINT;

THENCE S 72°04'53" W A DISTANCE OF 40.87 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 630.50';

THENCE ALONG SAID CURVE A DISTANCE OF 124.29', A CHORD BEARING OF S 12°16'16" E, AND A CHORD LENGTH OF 124.09';

THENCE S 08°11'02" E A DISTANCE OF 192.36 FEET TO A POINT;

THENCE N 61°09'31" E A DISTANCE OF 601.59 FEET TO A POINT;

THENCE S 04°34'33" E A DISTANCE OF 440.18 FEET TO A POINT;

THENCE N 61°04'11" E A DISTANCE OF 569.86 FEET TO A POINT;

THENCE S 28°58'01" E A DISTANCE OF 482.88 FEET TO A POINT;

THENCE S 30°05'26" E A DISTANCE OF 561.73 FEET TO A POINT;

THENCE S 59°18'45" W A DISTANCE OF 92.85 FEET TO A POINT;

THENCE S 29°42'26" E A DISTANCE OF 657.27 FEET TO A POINT;

THENCE N 59°20'03" E A DISTANCE OF 175.63 FEET TO A POINT;

THENCE N 59°08'50" E A DISTANCE OF 301.57 FEET TO A POINT;

THENCE S 29°11'13" E A DISTANCE OF 655.26 FEET TO A POINT;

THENCE S 60°18'12" W A DISTANCE OF 152.94 FEET TO A POINT;

THENCE S 30°04'13" E A DISTANCE OF 658.48 FEET TO A POINT;

THENCE S 57°39'24" W A DISTANCE OF 185.01 FEET TO A POINT;

THENCE S 26°38'06" E A DISTANCE OF 691.45 FEET TO A POINT;

THENCE S 59°02'34" W A DISTANCE OF 210.90 FEET TO A POINT;

THENCE S 60°34'11" W A DISTANCE OF 212.50 FEET TO A POINT;

THENCE S 60°36'40" W A DISTANCE OF 310.73 FEET TO A POINT;

THENCE S 60°39'31" W A DISTANCE OF 157.34 FEET TO A POINT;

THENCE S 60°39'31" W A DISTANCE OF 151.48 FEET TO A POINT;

THENCE S 60°19'39" W A DISTANCE OF 306.34 FEET TO A POINT;

THENCE S 60°16'08" W A DISTANCE OF 304.00 FEET TO A POINT;

THENCE S 60°11'48" W A DISTANCE OF 1020.97 FEET TO A POINT;

THENCE N 30°32'33" W A DISTANCE OF 571.32 FEET TO A POINT;

THENCE S 00°16'25" W A DISTANCE OF 87.84 FEET TO A POINT;

THENCE N 30°32'43" W A DISTANCE OF 687.06 FEET TO A POINT;

THENCE N 23°34'52" W A DISTANCE OF 297.41 FEET TO A POINT;

THENCE N 06°11'32" W A DISTANCE OF 305.11 FEET TO A POINT;

THENCE S 87°07'56" W A DISTANCE OF 139.44 FEET TO A POINT;

THENCE N 02°40'10" W A DISTANCE OF 312.11 FEET TO A POINT;

THENCE S 87°28'41" W A DISTANCE OF 268.88 FEET TO A POINT;

THENCE N 01°35'33" W A DISTANCE OF 293.06 FEET TO A POINT;

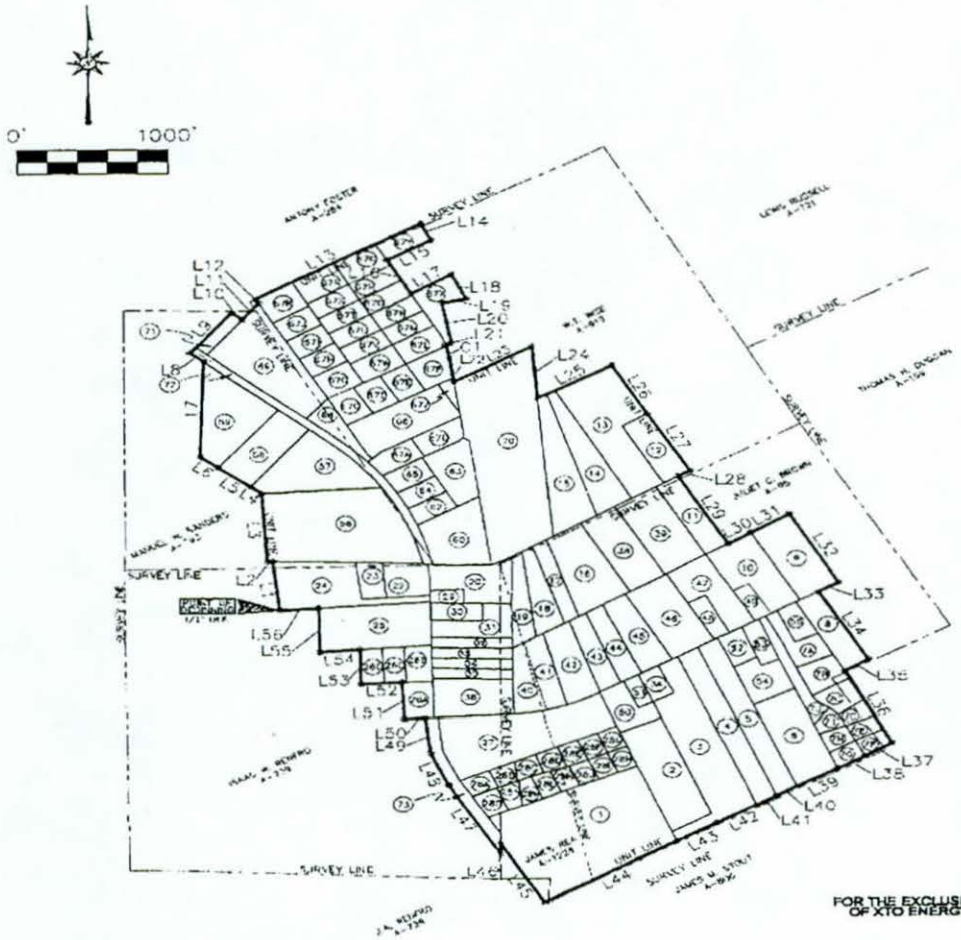
THENCE S 86°14'20" W A DISTANCE OF 269.04 FEET TO A POINT;

THENCE N 00°44'28" W A DISTANCE OF 364.00 FEET TO A POINT;

THENCE S 86°11'34" W A DISTANCE OF 259.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 311.494 ACRES, MORE OR LESS.

EXHIBIT "C"

TO THAT CERTAIN
2nd AMENDMENT TO RICE GAS UNIT



FOR THE EXCLUSIVE USE OF XTO ENERGY INC.

JANUARY ,2011

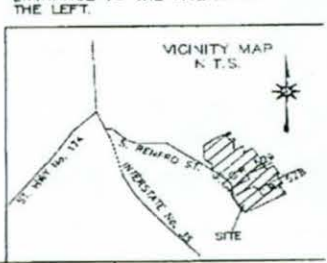
THE LOCATION SHOWN HEREON WAS STAKED FROM TRACT LINES AS EVIDENCED BY OCCUPATION. DISTANCES SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. THE ACREAGE SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.

TOTAL ACRES IN UNIT=311.494

STATE OF TEXAS
REGISTERED
RICKEY LYNN HICKMAN
4974
PROFESSIONAL
LAND SURVEYOR

RICKEY LYNN HICKMAN RPLS #4974
NOT AN ORIGINAL WITHOUT AN EMBOSSED SEAL
PRELIMINARY

TO REACH THE RICE UNIT FROM THE INTERSECTION OF INTERSTATE No. 35 AND RENFRO STREET, TRAVEL SOUTH ON RENFRO STREET 4.50 MILES AND THE ENTRANCE TO THE SITE IS ON THE LEFT.



RICE UNIT
DESIGNATION OF UNIT PLAT
JULIET C. BROWN SURVEY, A-95, ISAAC W. RENFRO, A-739, JAMES REA, A-1228, W.T. WISE, A-919, ANTONY FOSTER, A-284, MANUEL W. SANDERS, A-793
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

FORT WORTH SURVEYING 107 E COLLEGE AVENUE ALVARADO, TEXAS 76009 817-790-5900	JOB # 2010_016 JOB: RICE_UNIT_DOU_REV1	DATE: 01-26-11 PAGE 1 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

TRACT NUMBERS	TRACT NAME	ACRES
1	RICE FAMILY TRUST	18.355
2	MARY JIM FANNING, ETAL	6.252
3	ROBERT RICHARD POWELL	9.103
3A	LARRY JOSEPH POWELL, ETUX MELISSA	1.000
4	JOE AND KATIE LINDAMOOD	4.768
5	LEORA FAY KELLY	4.838
6	ROBERT AND BEVERLY BRITTON	5.291
7A	WILLIAM J. HORN	1.719
7B	JAMES ANCY, ETUX ROXANNE	1.583
7C	WILLIAM MANRY, ETUX JO ANN	1.287
7D	RAYMOND AND DONNA CRAIN	0.616
7E	CANDACE DIPPLE	0.645
7F	ROBERT AUMULLER	0.675
7G	MERYLN RIDLEN, ETUX COLLEEN	0.685
7H	MIKE MUSE, ETUX TAMMY	0.714
7I	BILLY CHAPPELL, ETUX KATHY	0.582
7J	WILLARD D. WILLIS	1.699
8	WILLIAM AND PATRICIA PAYNE	2.729
9	KYLE AND CHRISTY MANN	4.452
10	SCOTT AND SHARON HORN	4.324
11	APOLONTO AND DELENA GAYTON	2.594
12	CHARLES AND SHELLY COX	2.594
13	ROY AND TAMARA RUDEWICK	8.119
14	RAYMOND AND JUDY JOHNSON	4.112
15	CHARLES AND JUANITA BAMGARDNER	4.967
16	KENNETH NEU	5.061
17	DANA POWELL	1.643
18	JIMMY AND SHERRY CATE	2.257
19	BENNY AND MADELINE CATE	2.030
20	CHARLES AND CARLOYN FRANKLIN	3.582
22	JOHN AND ELIZABETH JENKINS	1.905
23	THOMAS AND MARY LEE GRANT	1.140
24	JACK AND LINDA GILMAN	5.451
25	CHERYL DIANNE DURHAM	6.222
26A	TERRY DINGLER, ETUX SAUNDRA	1.424
26B	SANDRA K. PRINCE	1.246
26C	JEFFERY WOOD, ETUX LAURA	0.996
26D	RENE MORENO, ETUX IRENE	1.006
27	GORDON AND SANDRA BUSWELL	10.126
28A	GARY LOUIS KILGORE	0.750
28B	STEVEN MARSH, ETUX MELODY	0.609
28C	LINDA CLEMONS	0.639
28D	DAVID BANKSTON, ETUX REGINA	0.64
28E	JACK FELT, ETUX JANE	0.616
28F	JOE FISHER, ETUX VIRGINIA	0.616
28G	WORDEN GILES, ETUX WILMA	0.615
28H	CURIS WILSON, ETUX LAREA	0.595
28I	ROBERT SCOTT, ETUX SUSAN	0.599
28J	MARIE MILLER	0.596
28K	ROYCE HEARNE	0.597
28L	ARVILLE STINNET, ETUX REBECCA	0.592
28M	LORI LYNN RUTHERFORD	0.569
28N	MINNIE WOODY	0.606
28O	ANGELA BEATY	0.766

29	JAMES DUFF	0.584
30	BRADLEY CATE	1.164
31	BENNY CATE	2.44
32	AARON BUCK	1.065
33	BILLIE CATE	1.095
34	MYLES CARROLL	1.067
35	ROBERT HINDERLITER	1.068
36	HOWARD PRICE	4.000
38	DAVID JOHNSON	4.088
39	DORAND CIESYNSKI	4.843
40	CHARLES DENSON	2.05
41	RUSSELL HOUGHTON	1.969
42	MARVIN McCULLOUGH	3.192
43	THOMAS SEVIER	2.087
44	HOLLY REYNOLDS	2.110
45	BARBARA EUCKERT-WILSON	2.980
46	KENNETH HAWKINS	4.684
47	ALLEN WILLIS	3.533
48	ALLEN WILLIS	1.010
49	DIANNE HUMPHRIES	0.819
50	GREGG FANNING	2.008
51	GREGG FANNING	0.651
52	WILLARD WILLIS	1.081
53	JIMMY BRITTON	1.064
54	WILLARD WILLIS	2.266
55	DEREK MORRIS	1.072
56	SUZANNE McCARTY	13.202
57	LENA FINCHER	5.808
58	LENA FINCHER	3.893
59	HAROLD MASSEY	5.881
60	SEVDAT ILJAZI	4.477
62	EDDIE MAHAN	1.037
63	KIMBERELY MADDOCK	2.921
64	DARRELL WARD	1.011
65	LEON SAPP	1.215
66	CANA BAPTIST CHURCH	5.111
67A	MELISA BURDETTE	1.349
67B	FRANK MITCHELL	1.431
67C	MICHAEL L. JENKINS, ETUX LISA	1.202
67D	DOY CLONINGER, ETUX DEBORAH	1.193
67E	WALTER AND JOANN HARBERLE	1.178
67F	JAMES WEBB, ETUX KAREN	1.549
67G	ROBERT F. SCOTT	1.338
67H	DAVID R. STANTON	1.106
67I	DAVID C. GEZEBEL, ETUX SHERYL	1.111
67J	DORAN R. CARD, ETUX DEBRA	1.116
67K	GARY A. BROWNING	1.483
67L	ROBERT C. WOOLF, ETUX LYDIA	1.381
67M	MIKE AND STACY WEEMS	1.070
67N	JAMES C. HARVEY JR., ETUX SANDRA	1.067
67O	MICHAEL D. KERR	1.066
67P	WAYNE A. LEA, ETUX PAMELA	1.065
67Q	BOBBY J. WHITE	1.518
67R	LINDA LIMBAUGH	1.514
67S	FREDDY PATTON	1.064

67T	RICHARD D. MARTIN, ETUX NADA	1.066
67U	EUGENE R. BRYMER, ETUX GERTHA	1.067
67V	ROBERT AND CYNTHIA WELCH	1.069
67W	DONALD RUSSELL, ETUX CAROLYN	1.367
67X	R.C. STEVENS	1.944
67Y	ROBERT L. WOLFE, ETUX SHARON	1.245
67Z	CANA BAPTIST CHURCH	0.375
68	PEGGY KELLER	1.555
69	CANA BAPTIST CHURCH	7.651
70	DAVID AND SUE PUGH	18.069
71	MICHAEL E. AND DEBRA PENNINGTON	0.778
72	STATE OF TEXAS	3.378
73	STATE OF TEXAS	2.386
	TOTAL ACRES IN UNIT	**311.494**

Return to:
XTO Energy, Inc.
810 Houston Street
Ft Worth, TX 76102-6298
ATTN: Land Department - LK

Electronically Recorded Instrument Number
Official Public Records 7083
Book: RP Volume: 0 Page: 0
Becky Williams, County Clerk 03-25-2011 11:29:14
Johnson County, Texas Fee: 0.00 No. of Pages: 17

From: <Austin_Hardwick@xtoenergy.com>
To: "Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>
CC: <Brent_Kunkel@xtoenergy.com>, <Charles_Scherer@xtoenergy.com>
Date: 7/22/2011 8:27 AM
Subject: Re: Rice 2nd Amended DOU

Beverly,

The Division of Interest was revised in February of 2011.

The state has a decimal interest of .00271113 in one tract and a decimal interest of .00191496 into another tract.

Let me know if the State would like to request a copy.

Austin Hardwick
XTO Energy
810 Houston St.
Ft. Worth, TX 76102
817.885.2587

"Beverly Boyd" <Beverly.Boyd@GLO.STATE.TX.US>
07/22/2011 08:13 AM

To
<Austin_Hardwick@xtoenergy.com>
cc

Subject
Re: Rice 2nd Amended DOU

Thanks for the DPU, the division order I have for the Rice Unit is dated 2/8/10. It has the State's royalty at 0.002714030.
Has there been an additional DO sent out?
Hope to get this finished today.

Beverly

>>> <Austin_Hardwick@xtoenergy.com> 7/21/2011 3:46 PM >>>
Beverly,

Attached is a copy of the Second Amended Designation of Unit for the Rice Unit in Johnson County, Texas.

Austin Hardwick
XTO Energy
810 Houston St.
Ft. Worth, TX 76102
817.885.2587

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA10-46

Unit Number	*4708*		
Operator Name	*XTO ENERGY INC*	*Effective Date*	*5/20/2008*
Customer ID	*C000044262*	*Unitized For*	*Gas*
Unit Name	*Rice Gas Unit*	*Unit Term*	*0 Months*
County1	*Johnson*		
County 2			
County 3			
RRC District:	*05*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0027376344504*		
State Part in Unit:	*0.0109505378017*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

Unit Depth	All	*Well:*	*Unit*
Below Depth	0	*Formation:*	*Barnett Shale*
Above Depth	0	*Participation Basis:*	*Surface Acreage*
		[If Exclusions Apply: See Remarks]	

MF Number	MF108884		*Tract Number*	72	
Lease Acres	3.378	/	*Total Unit Acres*	308.478	=
Tract Participation:	0.0109505	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0027376		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	*RRC Number*
422513251600	0
421613396400	0

Remarks:

HROW Unit - drilling over primary term; Effective date is date of lease; Barnett Shale

Prepared By:	M	***Prepared Date:***	5-11-10
GLO Base Updated By:	M	***GLOBase Date:***	5-11-10
RAM Approval By:	JK	***RAM Approval Date:***	5-11-2010
GIS By:		***GIS Date:***	

Electronically Recorded Instrument: 34011 Book: RP Volume: 0 Page: 0

1ST AMENDED DESIGNATION OF UNIT
RICE GAS UNIT

STATE OF TEXAS §§
COUNTY OF JOHNSON §§

KNOW ALL MEN BY THESE PRESENTS:

1. **Designation of Unit.** The undersigned (the "Owner") is the owner of valid and subsisting oil, gas and mineral leases listed in Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes said Leases and associated leasehold rights, overriding royalty, and royalty interests for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below) If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

2. **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval, as described on Exhibit A, and is comprised only of the lands described in Exhibit B as depicted on the map attached as Exhibit C.

3. **Production from the Unit.** This Designation of Unit covers all production from the land and depths described on the attached Exhibits A, B and C, which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion that the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

4. **Amendment.** The Owner reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the Leases, by appropriate amendments or instruments.

5. **Counterpart Signatures.** This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the

1ST AMENDED DESIGNATION OF UNIT
RICE GAS UNIT

STATE OF TEXAS §§
COUNTY OF JOHNSON §§

KNOW ALL MEN BY THESE PRESENTS:

1. **Designation of Unit.** The undersigned (the "Owner") is the owner of valid and subsisting oil, gas and mineral leases listed in Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes said Leases and associated leasehold rights, overriding royalty, and royalty interests for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below) If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

2. **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval, as described on Exhibit A, and is comprised only of the lands described in Exhibit B as depicted on the map attached as Exhibit C.

3. **Production from the Unit.** This Designation of Unit covers all production from the land and depths described on the attached Exhibits A, B and C, which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion that the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

4. **Amendment.** The Owner reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the Leases, by appropriate amendments or instruments.

5. **Counterpart Signatures.** This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the

validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

6. **Effective Date.** The Unit hereby created shall be effective as of April 30, 2008, and 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 by payment or tender of shut-in royalties or by any other means, in accordance with the terms of the Leases.

This Designation of Unit shall be binding on the Owners and their representatives, successors and assigns.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 16th day of July, 2009.

This 1ST Amended Designation of Unit is being filed for the purpose of adding leases to that certain Designation of Unit recorded in Volume 4347, Page 464, of the Official Public Records of Johnson County, Texas.

WORKING INTEREST OWNERS:

XTO ENERGY INC.

X _____ pb

BY: Edwin S. Ryan, Jr.
Senior Vice President – Land Administration, of
XTO Energy Inc., a Delaware corporation

DEVON ENERGY PRODUCTION COMPANY, L.P.

X _____ gm

BY: _____ BSK
Devon Energy Production Company, L.P.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of July, 2009, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

CHARLA F. WILKES
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-06-2012

Charla F Wilkes
Notary Public in and for the State of Texas

My commission expires:
3-5-2012

Charla F Wilkes
Printed Name of Notary

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 3rd day of November, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for ~~of~~ Devon Energy Production Company, L.P., acting on behalf of said ~~corporation~~ limited partnership.

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/10

Marsha Bartlett
Notary Public in and for the State of ~~Texas~~ Oklahoma

My commission expires:
8-9-10

Marsha Bartlett
Printed Name of Notary

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF

THAT CERTAIN 1ST AMENDED DESIGNATION OF UNIT

RICE GAS UNIT

1. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2007, between Arthur Lee Rice, Trustee of the Vernon W. and Edythe L. Rice Family Trust B, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 225, of the Official Public Records of Johnson County, Texas. (Tract 1 covering 17.906 acres being called 17.906 acres)

2. Memorandum of Oil, Gas and Mineral Lease dated effective May 7, 2007, between Toni Jo Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 93, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.190 acres being called 6.190 acres)

3. Oil and Gas Lease dated April 14, 2008, between Mary Jim Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4362, Page 282, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.190 acres being called 6.190 acres)

4. Memorandum of Oil, Gas and Mineral Lease dated effective April 28, 2007, between Gregg T. Fanning and wife, Laurie L. Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 95, of the Official Public Records of Johnson County, Texas. (Tract 2, 50, and 51 covering 8.824 acres being called 8.86 acres)

5. Memorandum of Oil and Gas Lease dated April 25, 2006, between Robert Richard Powell a/k/a Robert R. Powell and Patricia Ann Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3808, Page 34, of the Official Public Records of Johnson County, Texas. (Tract 3 being called 9.00 acres)

6. Memorandum of Oil and Gas Lease dated April 27, 2006, between Larry Joseph Powell and Melissa Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 98, of the Official Public Records of Johnson County, Texas. (Tract 3a being called 1.00 acre)

7. Memorandum of Oil and Gas Lease dated May 5, 2006, between Joe F. Lindamood and Katie A. Lindamood, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 96, of the Official Public Records of Johnson County, Texas. (Tract 4 covering 4.705 acres being called 4.705 acres)

8. Memorandum of Oil and Gas Lease dated July 24, 2006, between Leora Fay Kelley, a single person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 605, of the Official Public Records of Johnson County, Texas. (Tract 5 covering 5.00 acres being called 5.00 acres)

9. Memorandum of Oil and Gas Lease dated July 24, 2006, between Robert E. Britton and Beverly K. Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 601, of the Official Public Records of Johnson County, Texas. (Tract 6 covering 5.25 acres being called 5.25 acres)

10. Memorandum of Oil, Gas and Mineral Lease dated effective October 22, 2007, between William J. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 162, of the Official Public Records of Johnson County, Texas. (Tract 7a covering 1.678 acres being called 1.34 acres)

11. Oil and Gas Lease dated November 28, 2007, between Michael Ancy and wife, Roxanne D. Ancy, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4255, Page 557, of the Official Public Records of Johnson County, Texas. (Tract 7b covering 1.552 acres being called 1.39 acres)

12. Memorandum of Oil, Gas and Mineral Lease dated effective August 17, 2007, between William F. Manry and wife, Joe Ann Manry, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 775, of the Official Public Records of Johnson County, Texas. (Tract 7c covering 1.279 acres being called 1.13 acres)

13. Memorandum of Oil, Gas and Mineral Lease dated effective August 21, 2007, between Raymond L. Crain and wife, Donna K. Crain, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 773, of the Official Public Records of Johnson County, Texas. (Tract 7d covering 0.617 of an acre being called 0.548 of an acre)

14. Memorandum of Oil, Gas and Mineral Lease dated effective August 15, 2007, between Candice Dippel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 771, of the Official Public Records of Johnson County, Texas. (Tract 7e covering 0.643 of an acre being called 0.558 of an acre)

15. Memorandum of Oil, Gas and Mineral Lease dated effective September 4, 2007, between Robert Aumuller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 767, of the Official Public Records of Johnson County, Texas. (Tract 7f covering 0.677 of an acre being called 0.59 of an acre)

16. Oil and Gas Lease dated November 19, 2007, between Merlyn L. Ridlen and wife, Colleen M. Ridlen, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 446, of the Official Public Records of Johnson County, Texas. (Tract 7g covering 0.691 of an acre being called 0.574 of an acre)

17. Memorandum of Oil, Gas and Mineral Lease dated effective August 23, 2007, between Mike Muse and wife, Tammy Muse, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 765, of the Official Public Records of Johnson County, Texas. (Tract 7h covering 0.713 of an acre being called 0.60 of an acre)

18. Memorandum of Oil, Gas and Mineral Lease dated effective September 10, 2007, between Billy M. Chappell and wife, Kathy A. Chappell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 763, of the Official Public Records of Johnson County, Texas. (Tract 7i covering 0.594 of an acre being called 0.454 of an acre)

19. Memorandum of Oil, Gas and Mineral Lease dated effective October 8, 2007, between Willard D. Willis and wife, Dorcas L. Willis, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 543, of the Official Public Records of Johnson County, Texas. (Tract 7j covering 1.765 acres being called 1.481 acres)

20. Memorandum of Oil, Gas and Mineral Lease dated effective February 28, 2007, between William A. Payne and wife, Patricia D. Payne, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 400, of the Official Public Records of Johnson County, Texas. (Tract 8 covering 2.639 acres being called 2.64 acres)

21. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Kyle A. Mann and wife, Christy L. Mann, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 196, of the Official Public Records of Johnson County, Texas. (Tract 9 covering 4.43 acres being called 4.43 acres)

22. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Scott E. Horn and wife, Sharon A. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 190, of the Official Public Records of Johnson County, Texas. (Tract 10 covering 4.448 acres being called 4.25 acres)

23. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Apolonio B. Gayton and wife, Elena Gayton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 418, of the Official Public Records of Johnson County, Texas. (Tract 11 covering 2.60 acres being called 2.60 acres)

24. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles W. Cox and wife, Shelley Cox, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 184, of the Official Public Records of Johnson County, Texas. (Tract 12 covering 2.517 acres being called 2.00 acres)

25. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Roy A. Rudewick and wife, Tamra Rudewick, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 198, of the Official Public Records of Johnson County, Texas. (Tract 13 covering 8.106 acres being called 8.501 acres)

26. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Judy M. Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 194, of the Official Public Records of Johnson County, Texas. (Tract 14 covering 4.118 acres being called 4.00 acres)

27. Memorandum of Oil and Gas Lease dated April 28, 2006, between Charles T. Bomgardner and Juanita M. Bomgardner, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 886, of the Official Public Records of Johnson County, Texas. (Tract 15 covering 4.984 acres being called 4.87 acres)

28. Memorandum of Oil and Gas Lease dated May 1, 2006, between Kenneth Neu, a single man, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3809, Page 454, of the Official Public Records of Johnson County, Texas. (Tract 16 covering 5.092 acres being called 5.00 acres)

29. Memorandum of Oil and Gas Lease dated May 25, 2006, between Dana R. Kendrick a/k/a Dana R. Powell and Eric Keith Kendrick, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 31, of the Official Public Records of Johnson County, Texas. (Tract 17 covering 1.658 acres being called 1.62 acres)

30. Memorandum of Oil and Gas Lease dated June 5, 2006, between Jimmy Cate and Sherry L. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 894, of the Official Public Records of Johnson County, Texas. (Tract 18 covering 2.029 acres being called 2.007 acres)

31. Memorandum of Oil and Gas Lease dated June 8, 2006, between B. L. Cate a/k/a Benny L. Cate and Madeline I. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 898, of the Official Public Records of Johnson County, Texas. (Tracts 19 and 31 covering 5.169 acres being called 5.167 acres)

32. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles Franklin and wife, Karyn Franklin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 188, of the Official Public Records of Johnson County, Texas. (Tract 20 covering 3.831 acres being called 3.50 acres)

33. Memorandum of Oil and Gas Lease dated June 3, 2006, between John L. Jenkins and Elizabeth Ann Jenkins, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 812, of the Official Public Records of Johnson County, Texas. (Tract 22 covering 1.733 acres being called 1.543 acres)

34. Memorandum of Oil and Gas Lease dated May 15, 2006, between Thomas Gordon Grant and Mary Lee Grant, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 884, of the Official Public Records of Johnson County, Texas. (Tract 23 covering 1.00 acre being called 1.00 acre)

35. Memorandum of Oil and Gas Lease dated May 15, 2006, between Jack Gilman and Linda Gilman, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 865, of the Official Public Records of Johnson County, Texas. (Tract 24 covering 7.39 acres being called 5.38 acres)

36. Memorandum of Oil and Gas Lease dated June 8, 2006, between Cheryl Dianne Durham, Individually and as Independent Executor of the Estates of Kenneth Bartoo, deceased &

Nadine Bartoo, deceased and Gene A. Bartoo and Glenda Bartoo, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 814, of the Official Public Records of Johnson County, Texas. (Tract 25 covering 6.248 acres being called 5.968 acres)

37. Memorandum of Oil and Gas Lease dated June 7, 2006, between Robert E. Gustafson and Carla M. Gustafson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 818, of the Official Public Records of Johnson County, Texas. (Tract 26a covering 1.389 acres being called 1.00 acre)

38. Memorandum of Oil and Gas Lease dated July 19, 2006, between Sandra Kay Prince, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3869, Page 160, of the Official Public Records of Johnson County, Texas. (Tract 26b covering 1.253 acres being called 1.0 acre)

39. Oil and Gas Lease dated December 28, 2006, between Jeffrey J. Wood and wife, Laura D. Wood, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3995, Page 626, of the Official Public Records of Johnson County, Texas. (Tract 26c covering 0.992 of an acre being called 0.89 of an acre)

40. Memorandum of Oil, Gas and Mineral Lease dated effective October 5, 2007, between Rene Moreno and wife, Irene Arauza, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 545, of the Official Public Records of Johnson County, Texas. (Tract 26d covering 0.984 of an acre being called 0.8846 of an acre)

41. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Gordon E. Buswell and wife, Sandra Buswell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 202, of the Official Public Records of Johnson County, Texas. (Tract 27 covering 10.026 acres being called 9.64 acres)

42. Memorandum of Oil, Gas and Mineral Lease dated effective June 14, 2007, between Gary Louis Kilgore, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 221, of the Official Public Records of Johnson County, Texas. (Tract 28a covering 0.745 of an acre being called 0.506 of an acre)

43. Memorandum of Oil and Gas Lease dated August 18, 2006, between Steven C. Marsh and Melody D. Marsh, husband and wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 800, of the Official Public Records of Johnson County, Texas. (Tract 28b covering 0.604 of an acre being called 0.50 of an acre)

44. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Linda Clemons, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 200, of the Official Public Records of Johnson County, Texas. (Tract 28c covering 0.638 of an acre being called 0.513 of an acre)

45. Memorandum of Oil and Gas Lease dated July 19, 2006, between David Bruce Bankston and Regina Lynn Bankston, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 215, of the Official Public Records of Johnson County, Texas. (Tract 28d covering 0.634 of an acre being called 0.50 of an acre)

46. Memorandum of Oil and Gas Lease dated July 19, 2006, between Jack D. Felt and Jane L. Felt, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3863, Page 855, of the Official Public Records of Johnson County, Texas. (Tract 28e covering 0.623 of an acre being called 0.50 of an acre)

47. Memorandum of Oil and Gas Lease dated July 19, 2006, between Joe Fisher and Virginia Fisher, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3880, Page 189, of the Official Public Records of Johnson County, Texas. (Tract 28f covering 0.613 of an acre being called 0.50 of an acre)

48. Memorandum of Oil and Gas Lease dated July 19, 2006, between Worden E. Giles and Wilma L. Giles, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at

Volume 3883, Page 211, of the Official Public Records of Johnson County, Texas. (Tract 28g covering 0.605 of an acre being called 0.50 of an acre)

49. Memorandum of Oil, Gas and Mineral Lease dated effective October 29, 2007, between Curtis Micheal Wilson and wife, Larea H. Wilson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 164, of the Official Public Records of Johnson County, Texas. (Tract 28h covering 0.603 of an acre being called 0.504 of an acre)

50. Memorandum of Oil, Gas and Mineral Lease dated effective August 10, 2007, between Robert L. Scott and wife, Susan L. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 769, of the Official Public Records of Johnson County, Texas. (Tract 28i covering 0.601 of an acre being called 0.504 of an acre)

51. Memorandum of Oil and Gas Lease dated July 19, 2006, between Marie V. Miller, a widow, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 209, of the Official Public Records of Johnson County, Texas. (Tract 28j covering 0.602 of an acre being called 0.50 of an acre)

52. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Royce L. Hearne and Deborah K. Hearne, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4583, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 28k being a called 0.601 of an acre)

53. Memorandum of Oil and Gas Lease dated July 19, 2006, between Arville E. Stinnett and Rebecca Sheree Stinnett, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 802, of the Official Public Records of Johnson County, Texas. (Tract 28l covering 0.593 of an acre being called 1.00 acre)

54. Memorandum of Oil and Gas Lease dated August 17, 2006, between Lori Lynn Rutherford, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 213, of the Official Public Records of Johnson County, Texas. (Tract 28m covering 0.570 of an acre being called 0.50 of an acre)

55. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Elizabeth Woody Woody, a/k/a Minnie E. Woody, a/k/a Minnie Elizabeth Woody, a widow, having not since remarried, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4563, Page 152, of the Official Public Records of Johnson County, Texas. (Tract 28n being a called 0.589 of an acre)

56. Memorandum of Oil and Gas Lease dated July 19, 2006, between Angela L. Beaty, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 603, of the Official Public Records of Johnson County, Texas. (Tract 28o covering 0.768 of an acre being called 0.50 of an acre)

57. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between James Duff, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 186, of the Official Public Records of Johnson County, Texas. (Tract 29 covering 0.58 of an acre being called 0.50 of an acre)

58. Memorandum of Oil and Gas Lease dated effective December 2, 2008, between Bradley W. Cate and Tina R. Cate, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4500, Page 374, of the Official Public Records of Johnson County, Texas. (Tract 30 covering 1.09 acres)

59. Memorandum of Oil and Gas Lease dated May 15, 2006, between Aaron Buck and Lorin A. Buck, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 35, of the Official Public Records of Johnson County, Texas. (Tract 32 covering 1.064 acres being called 1.00 acre)

60. Memorandum of Oil and Gas Lease dated May 15, 2006, between Billie Cate, an unmarried person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume

3827, Page 33, of the Official Public Records of Johnson County, Texas. (Tract 33 covering 1.064 acres being called 1.00 acre)

61. Memorandum of Oil and Gas Lease dated May 15, 2006, between Myles Carroll and A. Sue Carroll, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 41, of the Official Public Records of Johnson County, Texas. (Tract 34 covering 1.064 acres being called 1.00 acre)

62. Memorandum of Oil and Gas Lease dated May 15, 2006, between Robert M. Hinderliter and Sharon Ann Hinderliter, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3832, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 35 covering 1.064 acres being called 1.00 acre)

63. Memorandum of Oil and Gas Lease dated April 26, 2006, between Howard M. Price and Norma L. Price, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 92, of the Official Public Records of Johnson County, Texas. (Tract 36 covering 4.402 acres being called 4.00 acres)

64. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between David C. Johnson and Merry Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 204, of the Official Public Records of Johnson County, Texas. (Tract 38 covering 4.111 acres being called 4.111 acres)

65. Memorandum of Oil and Gas Lease dated May 16, 2006, between Dorand Ciesynski and Sandy Ciesynski, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3835, Page 850, of the Official Public Records of Johnson County, Texas. (Tract 39 covering 4.870 acres being called 4.87 acres)

66. Memorandum of Oil and Gas Lease dated May 15, 2006, between Charles E. Denson and Laurie L. Denson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 43, of the Official Public Records of Johnson County, Texas. (Tract 40 covering 2.088 acres being called 2.016 acres)

67. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Russell Scott Houghton and wife, Rhonda Houghton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 182, of the Official Public Records of Johnson County, Texas. (Tract 41 covering 2.048 acres being called 2.001 acres)

68. Oil and Gas Lease dated October 3, 2007, between Marvin D. McCullough and wife, Myra L. McCullough, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 258, of the Official Public Records of Johnson County, Texas. (Tract 42 covering 3.082 acres being called 3.00 acres)

69. Memorandum of Oil and Gas Lease dated June 1, 2006, between Thomas L. Sevier and Nancy K. Sevier, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 816, of the Official Public Records of Johnson County, Texas. (Tract 43 covering 2.055 acres being called 2.00 acres)

70. Memorandum of Oil, Gas and Mineral Lease dated effective November 7, 2007, between Holly Hughes McGhee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 44 covering 2.055 being called 2.00 acres)

71. Memorandum of Oil and Gas Lease dated May 16, 2006, between Barbara L. Euckert-Wilson and Cecil R. Wilson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 892, of the Official Public Records of Johnson County, Texas. (Tract 45 covering 2.890 acres being called 2.93 acres)

72. Memorandum of Oil and Gas Lease dated May 16, 2006, between Kenneth Ray Hawkins and Paula Marilyn Hawkins, wife, as Lessor, and XTO Resources I, LP, as Lessee,

recorded at Volume 3831, Page 896, of the Official Public Records of Johnson County, Texas. (Tract 46 covering 4.739 acres being called 4.739 acres)

73. Memorandum of Oil and Gas Lease dated April 26, 2006, between Allen B. Willis and Cynthia L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 607, of the Official Public Records of Johnson County, Texas. (Tracts 47 and 48 covering 4.58 acres being called 4.37 acres)

74. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Diane M. Humphries, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 192, of the Official Public Records of Johnson County, Texas. (Tract 49 covering 0.750 of an acre being called 0.7498 of an acre)

75. Memorandum of Oil and Gas Lease dated July 24, 2006, between Willard D. Willis and Dorcas L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3894, Page 437, of the Official Public Records of Johnson County, Texas. (Tracts 52 and 54 covering 3.261 acres being called 3.75 acres)

76. Memorandum of Oil and Gas Lease dated July 24, 2006, between Jimmy J. Britton and Tina Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 599, of the Official Public Records of Johnson County, Texas. (Tract 53 covering 1.00 acre being called 1.00 acre)

77. Oil and Gas Lease dated June 22, 2006, between Derek B. Morris, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 751, of the Official Public Records of Johnson County, Texas. (Tract 55 covering 1.072 acres being called 1.072 acres)

78. Oil and Gas Lease dated effective October 15, 2006, between Terry S. McCarty and wife, Suzanne M. McCarty, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 56 covering 13.648 acres being called 13.16 acres)

79. Oil and Gas Lease dated July 13, 2006, between Lena Fincher, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 57 and 58 covering 10.699 acres being called 8.743 acres)

80. Memorandum of Oil and Gas Lease dated effective November 13, 2006, between Harold F. Massey and wife, Mancy Massey, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3965, Page 1, of the Official Public Records of Johnson County, Texas. (Tract 59 covering 6.451 acres being called 5.99 acres)

81. Memorandum of Oil and Gas Lease dated April 26, 2006, between Agron Iljazi and Manushaqe Hodza, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3802, Page 349, of the Official Public Records of Johnson County, Texas. (Tract 60 covering 4.289 acres being called 3.94 acres)

82. Memorandum of Oil and Gas Lease dated May 1, 2006, between Eddie L. Mahan and Letetia T. Mahan, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 903, of the Official Public Records of Johnson County, Texas. (Tract 62 covering 1.108 acres being called 0.99862 of an acre)

83. Memorandum of Oil and Gas Lease dated June 8, 2006, between Kimberly A. Stephens a/k/a Kimberly A. Maddock and Matthew W. Stephens, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 873, of the Official Public Records of Johnson County, Texas. (Tract 63 covering 2.669 acres being called 2.669 acres)

84. Memorandum of Oil and Gas Lease dated May 2, 2006, between Judy Gayle Ward, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827,

Page 29, of the Official Public Records of Johnson County, Texas. (Tract 64 covering 1.107 acres being called 1.00 acre)

85. Memorandum of Oil and Gas Lease dated May 2, 2006, between Leon Hamilton Sapp and Mary Adeline Sapp, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 90, of the Official Public Records of Johnson County, Texas. (Tract 65 covering 1.107 acres being called 0.99862 of an acre)

86. Memorandum of Oil and Gas Lease dated effective October 23, 2006, between Cana Baptist Church, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 25, of the Official Public Records of Johnson County, Texas. (Tracts 66, 69, and 67z covering 14.79 acres being called 12.188 acres)

87. Memorandum of Oil and Gas Lease dated August 31, 2006, between Melissa A. Burdette and Victor Carrington, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3902, Page 14, of the Official Public Records of Johnson County, Texas. (Tract 67a covering 1.465 acres being called 1.040 acres)

88. Memorandum of Oil and Gas Lease dated May 2, 2006, between Frank A. Mitchell and Peggy J. Mitchell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 67b covering 1.798 acres being called 1.10 acres)

89. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between Michael L. Jenkins and wife, Lisa A. Jenkins, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 428, of the Official Public Records of Johnson County, Texas. (Tract 67c covering 1.240 acres being called 1.01 acres)

90. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Doy C. Cloninger and wife, Deborah L. Cloninger, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 711, of the Official Public Records of Johnson County, Texas. (Tract 67d covering 1.197 acres being called 1.01 acres)

91. Memorandum of Oil, Gas and Mineral Lease dated effective March 28, 2007, between Walter C. Haberle and wife, JoAnn Haberle, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 67e covering 1.196 acres being called 1.01 acres)

92. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between James S. Webb and wife, Karen Webb, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 67f covering 1.774 acres being called 1.16 acres)

93. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Robert F. Scott IV and wife, Karen W. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 412, of the Official Public Records of Johnson County, Texas. (Tract 67g covering 1.391 acres being called 1.00 acre)

94. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between David Ray Stanton and wife, Jill Smith Stanton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 426, of the Official Public Records of Johnson County, Texas. (Tract 67h covering 1.121 acres being called 1.00 acre)

95. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between John C. Gezel and wife, Sherry L. Gezel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 67i covering 1.115 acres being called 1.00 acre)

96. Memorandum of Oil, Gas and Mineral Lease dated effective March 6, 2007, between Doran R. Card and wife, Debra Card, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 699, of the Official Public Records of Johnson County, Texas. (Tract 67j covering 1.100 acres being called 0.998 of an acre)

97. Memorandum of Oil, Gas and Mineral Lease dated effective March 12, 2007, between Gary A. Browning and wife, Susan N. Browning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 713, of the Official Public Records of Johnson County, Texas. (Tract 67k covering 1.445 acres being called 1.00 acre)

98. Memorandum of Oil, Gas and Mineral Lease dated effective March 14, 2007, between Lydia E. Woolf, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 705, of the Official Public Records of Johnson County, Texas. (Tract 67l covering 1.359 acres being called 0.965 of an acre)

99. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2009, between Mike Weems and Stacy Weems, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 19489 of the Official Public Records of Johnson County, Texas. (Tract 67m covering 1.065 acres being called 1.065 acres)

100. Memorandum of Oil, Gas and Mineral Lease dated effective February 16, 2007, between James C. Harvey, Jr., as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 420, of the Official Public Records of Johnson County, Texas. (Tract 67n covering 1.065 acres being called 0.97 of an acre)

101. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Michael D. Kerr and wife, Judy D. Kerr, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 410, of the Official Public Records of Johnson County, Texas. (Tract 67o covering 1.065 acres being called 1.161 acres)

102. Memorandum of Oil, Gas and Mineral Lease dated effective March 7, 2007, between Wayne Arthur Lea and wife, Pamela Lea, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 701, of the Official Public Records of Johnson County, Texas. (Tract 67p covering 1.065 acres being called 0.97 of an acre)

103. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Bobby J. White and wife, Elizabeth F. White, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 416, of the Official Public Records of Johnson County, Texas. (Tract 67q covering 1.532 acres being called 0.97 of an acre)

104. Memorandum of Oil, Gas and Mineral Lease dated effective March 2, 2007, between Linda Limbaugh and husband, Dave R. Limbaugh, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 414, of the Official Public Records of Johnson County, Texas. (Tract 67r covering 1.532 acres being called 0.97 of an acre)

105. Memorandum of Oil, Gas and Mineral Lease dated effective March 10, 2007, between Freddy H. Patton and wife, Caron Willingham Patton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 719, of the Official Public Records of Johnson County, Texas. (Tract 67s covering 1.065 acres being called 0.97 of an acre)

106. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Richard D. Martin and wife, Nada R. Martin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 406, of the Official Public Records of Johnson County, Texas. (Tract 67t covering 1.065 acres being called 0.97 of an acre)

107. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Eugene R. Brymer and wife, Gertha Jo Brymer, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 402, of the Official Public Records of Johnson County, Texas. (Tract 67u covering 1.065 acres being called 0.97 of an acre)

108. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Robert M. Welch and wife, Cynthia J. Welch, as Lessor, and Hollis R. Sullivan,

Inc., as Lessee, recorded at Volume 4043, Page 408, of the Official Public Records of Johnson County, Texas. (Tract 67v covering 1.065 acres being called 0.97 of an acre)

109. Memorandum of Oil, Gas and Mineral Lease dated effective February 15, 2007, between Donald A. Russell and wife, Carolyn June Russell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 422, of the Official Public Records of Johnson County, Texas. (Tract 67w covering 1.36 acres being called 0.97 of an acre)

110. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert C. Severns and wife, Victoria F. Severns, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 717, of the Official Public Records of Johnson County, Texas. (Tract 67x covering 2.044 acres being called 1.619 acres)

111. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert L. Wolfe and wife, Sharon Wolfe, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 715, of the Official Public Records of Johnson County, Texas. (Tract 67y covering 1.224 acres being called 1.161 acres)

112. Oil and Gas Lease dated July 17, 2006, between Peggy L. Keller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 68 covering 1.30 acres being called 0.97 of an acre)

113. Oil, Gas and Mineral Lease dated October 12, 2001, between David G. Pugh and wife, Sue E. Pugh, as Lessor, and Mitchell Energy Company L.P., as Lessee, recorded at Volume 2732, Page 145, of the Official Public Records of Johnson County, Texas; a Memorandum of Extension and Amendment of Oil, Gas and Mineral Lease recorded at Volume 3697, Page 523, of the Official Public Records of Johnson County, Texas. (Tract 70 covering 17.314 acres being called 26.97 acres)

114. Oil, Gas and Mineral Lease dated June 4, 2004, between Michael E. Pennington and wife, Debra Pennington, as Lessor, and Devon Energy Operating Company, L.P., as Lessee, recorded at Volume 3354, Page 430, of the Official Public Records of Johnson County, Texas. (Tract 71 covering 0.740 of an acre being called 0.74 of an acre)

115. Oil and Gas Lease dated May 20, 2008, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4389, Page 576, of the Official Public Records of Johnson County, Texas. (Tract 72 insofar as it covers a called 3.278 acres)

116. Oil and Gas Lease dated May 22, 2006, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3827, Page 443 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

117. Oil and Gas Lease dated May 12, 2006, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3818, Page 190 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

118. Oil and Gas Lease dated May 22, 2006, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 369 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

119. Oil and Gas Lease dated May 26, 2006, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 387 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

120. Oil and Gas Lease dated January 24, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 612 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

121. Oil and Gas Lease dated January 24, 2007, between The Linda L. Downey 2003 Trust, Linda L. Downey, Trustee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 627 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

122. Oil and Gas Lease dated October 12, 2007, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 559 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

123. Oil and Gas Lease dated October 10, 2007, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 555 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

124. Oil and Gas Lease dated October 22, 2007, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4228, Page 262 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

125. Oil and Gas Lease dated October 9, 2007, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 551 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

126. Oil and Gas Lease dated November 26, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 467 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

127. Oil and Gas Lease dated November 5, 2007, between The Linda L. Downey 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 454 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

Insofar as said Oil, Gas and Mineral Leases cover all depths.

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF

THAT CERTAIN 1ST AMENDED DESIGNATION OF UNIT

RICE GAS UNIT

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

Metes and Bounds Description of a 308.97 acre Pooled Unit located in the M. W. Sanders Survey, Abstract No. 793, W. T. Wise Survey, Abstract No. 919, A. Foster Survey, Abstract No. 284, I. W. Renfro Survey, Abstract No. A-739, J. G. Brown Survey, Abstract No. 95, and J. Rea Survey, Abstract No. 1228, Johnson County, Texas, and being a portion of land owned by John Bernard Erickson, and wife Bonnie Blanton Erickson as recorded in Volume 712, Page 736 of the Deed Records of Johnson County, Texas.

BEGINNING at a point in said Erickson tract for corner, from which a 1/2 inch iron rod being the southeast corner of said Erickson tract bears N 78°57'33" E, 103.80 feet;

THENCE N 38°59'31" E, 417.88 feet to a point for corner;

THENCE S 50°54'25" E, 90.54 feet to a point for corner;

THENCE N 39°02'28" E, 171.12 feet to a point for corner;

THENCE N 29°37'39" W, 51.78 feet to a point for corner;

THENCE N 60°47'01" E, 582.20 feet to a point for corner;

THENCE N 59°48'28" E, 674.77 feet to a point for corner;

THENCE S 25°40'56" E, 156.73 feet to a point for corner;

THENCE S 59°57'34" W, 336.23 feet to a point for corner;

THENCE S 30°02'26" E, 320.00 feet to a point for corner;

THENCE N 59°57'34" E, 314.81 feet to a point for corner;

THENCE S 28°01'15" E, 234.56 feet to a point for corner;

THENCE S 78°41'19" W, 166.73 feet to a point for corner;

THENCE S 09°38'52" E, 426.57 feet to a point for corner;

THENCE S 08°13'27" E, 233.23 feet to a point for corner;

THENCE N 60°33'52" E, 572.37 feet to a point for corner;

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO B PROSPECT	DATE: 06/09/09	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

THENCE S 04°41'26" E, 441.06 feet to a point for corner;

THENCE N 60°02'44" E, 129.91 feet to a point for corner;

THENCE N 60°56'48" E, 439.82 feet to a point for corner;

THENCE S 28°59'48" E, 1,044.66 feet to a point for corner;

THENCE S 62°05'03" W, 85.48 feet to a point for corner;

THENCE S 30°01'44" E, 661.50 feet to a point for corner;

THENCE N 59°39'36" E, 175.94 feet to a point for corner;

THENCE N 59°22'00" E, 296.61 feet to a point for corner;

THENCE S 29°37'33" E, 657.19 feet to a point for corner;

THENCE S 60°23'30" W, 152.69 feet to a point for corner;

THENCE S 30°01'45" E, 650.19 feet to a point for corner;

THENCE N 59°48'28" E, 185.36 feet to a point for corner;

THENCE S 26°18'46" E, 72.75 feet to a point for corner;

THENCE S 26°42'37" E, 627.04 feet to a point for corner;

THENCE S 60°27'03" W, 422.86 feet to a point for corner;

THENCE S 60°39'04" W, 245.22 feet to a point for corner;

THENCE S 60°22'24" W, 681.13 feet to a point for corner;

THENCE S 60°14'56" W, 1,292.20 feet to a point for corner;

THENCE N 31°27'18" W, 814.88 feet to a point for corner;

THENCE N 67°39'05" E, 26.00 feet to a point for corner;

THENCE N 31°13'05" W, 368.35 feet to a point for corner;

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO B PROSPECT	DATE: 06/09/09	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
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3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

THENCE N 23°38'58" W, 278.39 feet to a point for corner;

THENCE N 05°43'26" W, 286.54 feet to a point for corner;

THENCE S 87°04'43" W, 33.24 feet to a point for corner;

THENCE S 87°00'50" W, 191.81 feet to a point for corner;

THENCE N 02°48'43" W, 313.24 feet to a point for corner;

THENCE S 87°06'10" W, 262.62 feet to a point for corner;

THENCE N 02°53'50" W, 294.25 feet to a point for corner;

THENCE S 86°15'54" W, 269.18 feet to a point for corner;

THENCE N 00°52'37" W, 363.70 feet to a point for corner;

THENCE S 86°09'51" W, 314.14 feet to a point for corner;

THENCE N 03°23'00" W, 987.64 feet to a point for corner;

THENCE N 52°10'54" W, 91.64 feet to a point for corner;

THENCE N 52°29'34" W, 414.51 feet to a point for corner;

THENCE N 01°18'26" E, 840.58 feet to a point for corner;

THENCE N 51°06'42" W, 90.00 feet to the Point of Beginning, containing 308.97 acres or 13,458,645.5 square feet more or less.

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO B PROSPECT	DATE: 06/09/08	DRAWN: JLT

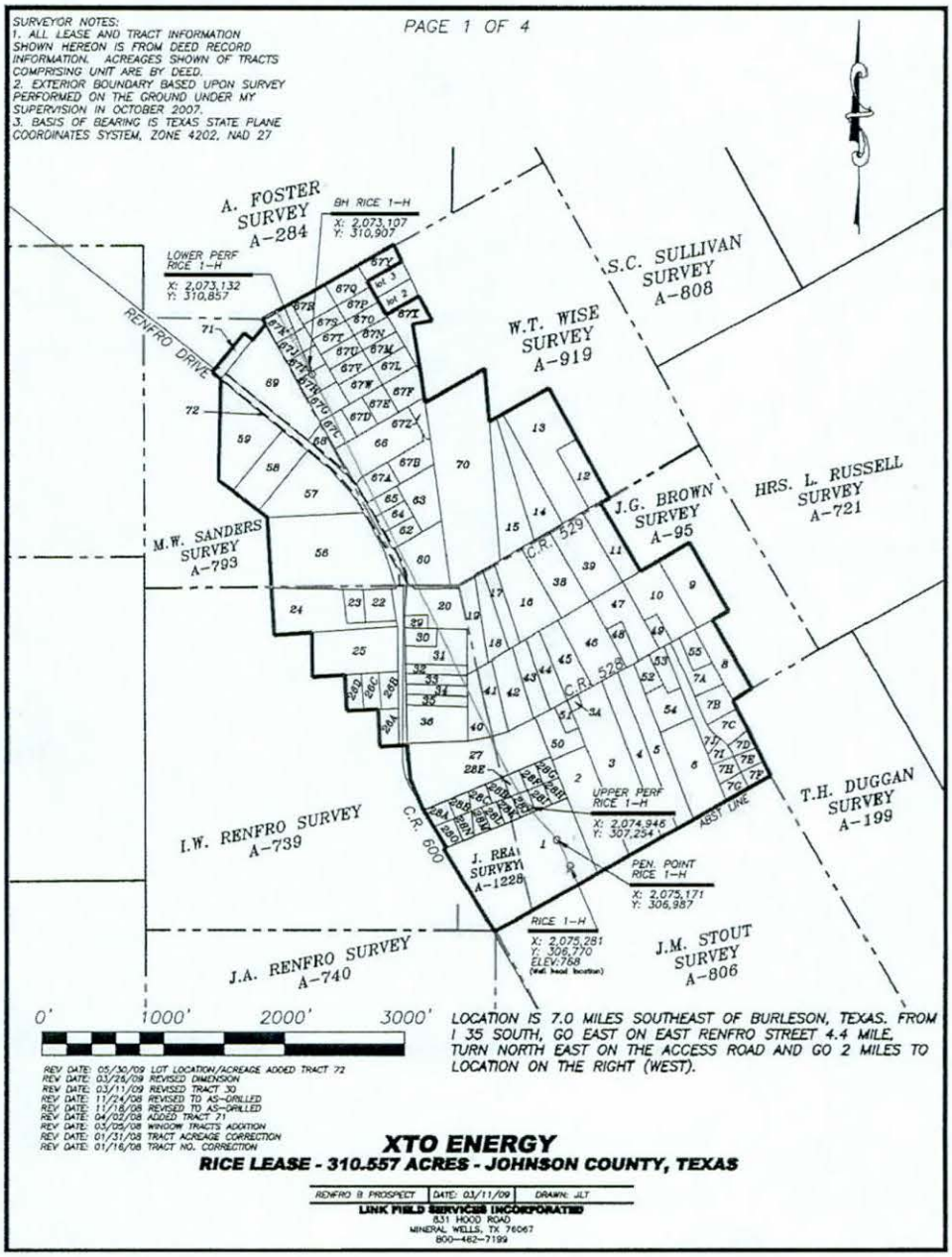
LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

EXHIBIT "C"

ATTACHED TO AND MADE A PART OF

THAT CERTAIN 1ST AMENDED DESIGNATION OF UNIT

RICE GAS UNIT



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	MINERAL OWNER	ACREAGE
1	Rice Family Trust B	17.906
2	Clarence L. Mayberry	6.190
3	Robert Richard Powell	10.000
3A	Larry Joseph Powell etux Melissa	1.000
4	Joe and Katie Lindamood	4.705
5	Woodrow Lloyd Kelly	5.000
6	Robert and Beverly Britton	5.250
7A	William J. Horn	1.678
7B	James Ancy etux Roxanne	1.552
7C	William Manry etux Jo Ann	1.279
7D	W Scott Fort etux Natascha	0.617
7E	Candice Dipple	0.643
7F	Robert Amuller	0.677
7G	Merlyn Ridlen etux Colleen	0.691
7H	Mike Muse etux Tammy	0.713
7I	Billy Chappell etux Kathy	0.594
7J	Willard D. Willis	1.765
8	William and Patricia Payne	2.639
9	Kyle and Christy Mann	4.430
10	Scott and Sharon Horn	4.448
11	Apolonio and Elena Gayton	2.600
12	Charles and Shelly Cox	2.517
13	George and Becky Feaster	8.106
14	Raymond and Judy Johnson	4.118
15	Charles and Juanita Bomgardner	4.984
16	Kenneth Neu	5.092
17	Dana Powell	1.658
18	Jimmy and Sherry Cate	2.029
19	Benny and Madeline Cate	2.024
20	Charles and Karyn Franklin	3.831
22	John and Elizabeth Jenkins	1.733
23	Thomas and Mary Lee Grant	1.000
24	Jack and Linda Gilman	5.600
25	Gregory and Becky Prince	6.248
26A	Terry Dingler etux Saundra	1.389
26B	Larry G Prince	1.253
26C	Jeffery Wood etux Laura	0.992
26D	Rene Moreno etux Irene	0.984
27	Gordon and Sandra Buswell	10.026

	MINERAL OWNER	ACREAGE
28A	Gary Louis Kilgore	0.745
28B	Steven Marsh etux Melody	0.604
28C	Linda Clemons	0.638
28D	David Bankston etux Regina	0.634
28E	Jack Felt etux Jane	0.623
28F	Joe Fisher etux Virginia	0.613
28G	Worden Giles etux Wilma	0.605
28H	Curtis Wilson etux Lorea	0.603
28I	Robert Scott etux Susan	0.601
28J	Marie Miller	0.602
28K	Royce Hearne	0.600
28L	Arville Stinnett etux Rebecca	0.593
28M	Dawn Moore	0.570
28N	Minnie Woody	0.600
28O	Angela Beaty	0.768
29	James Duff	0.580
30	Bradley Cate	1.090
31	Benny Cate	3.145
32	Aaron Buck	1.064
33	Billie Cate	1.064
34	Myles Carroll	1.064
35	Robert Hinderliter	1.064
36	Howard Price	4.402
38	David Johnson	4.111
39	Dorand Olesynski	4.870
40	Charles Denson	2.088
41	Russell Houghton	2.048
42	Marvin McCullough	3.082
43	Thomas Sevier	2.055
44	Holly Reynolds	2.055
45	Barbara Euckert	2.890
46	Kenneth Hawkins	4.739
47	Allen Willis	3.520
48	Allen Willis	1.060
49	Dianne Humphries	0.750
50	Gregg Fanning	2.004
51	Gregg Fanning	0.630
52	Willard Willis	1.000
53	Jimmy Britton	1.000

REV DATE: 05/30/09 LOT LOCATION/ACREAGE ADDED TRACT 72
REV DATE: 03/21/09 REVISED TRACT OWNER INFORMATION
REV DATE: 11/18/08 REVISED ACREAGE ON TRACT 30
REV DATE: 04/02/08 ADDED TRACT 71
REV DATE: 03/05/08 WINDOW TRACTS ADDITION
REV DATE: 01/31/08 TRACT ACREAGE CORRECTION
REV DATE: 01/16/08 TRACT NO. CORRECTION

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

REMFRO B PROSPECT	DATE: 11/25/08	DRAWN: JLT

LINX FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
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3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

	MINERAL OWNER	ACREAGE
54	Willard Willis	2.261
55	Derek Morris	1.072
56	McCarty, Suzanne	13.648
57	Fincher, Lena	6.509
58	Fincher, Lena	4.190
59	Massey, Harold	6.451
60	Iljazi, Sevdat	4.289
62	Mahan, Eddie	1.108
63	Maddock, Kimberly	2.669
64	Ward, Darrell	1.107
65	Sapp, Leon	1.107
66	Canna Baptist Church	5.230
67A	Melisa Burdette	1.465
67B	Frank Mitchell	1.798
67C	Michael L Jenkins etux Lisa	1.240
67D	Day Cloninger etux Deborah	1.197
67E	Gary Schwein etux Letitia	1.196
67F	James Webb etux Karen	1.774
67G	Robert F Scott	1.391
67H	David R Stanton	1.121
67I	John C Gezel etux Sheryl	1.115

	MINERAL OWNER	ACREAGE
67J	Doran R Card etux Debra	1.100
67K	Gary A Browning	1.445
67L	Robert C Woolf etux Lydia	1.359
67M	Octavio Valenzuela etux Maria	1.065
67N	James C Harvey Jr etux Sandra	1.065
67O	Michael D Kerr	1.065
67P	Wayne A Lea etux Pamela	1.065
67Q	Bobby J White	1.532
67R	Linda Limbaugh	1.532
67S	Freddy Patton	1.065
67T	Richard D Martin etux Nada	1.065
67U	Eugene R Brymer etux Gertha	1.065
67V	Timmothy Redwine etux Lanie	1.065
67W	Donald Russel etux Carolyn	1.360
67X	R C Severns	2.044
67Y	Robert L Wolfe etux Sharon	1.224
67Z	Canna Baptist Church	0.689
68	Keller, Robert	1.300
69	Canna Baptist Church	8.871
70	Pugh, David and Sue	17.314
71	Pennington, Michael E. and Debra	0.740
72	State of Texas (Rd Easement 60')	3.278

REV DATE: 05/30/09 LOT LOCATION/ACREAGE ADDED TRACT 72
REV DATE: 03/23/09 REVISED TRACT OWNER INFORMATION
REV DATE: 11/18/08 REVISED ACREAGE ON TRACT 30
REV DATE: 04/02/08 ADDED TRACT 71
REV DATE: 03/05/08 WINDOW TRACTS ADDITION
REV DATE: 01/31/08 TRACT ACREAGE CORRECTION
REV DATE: 01/16/08 TRACT NO. CORRECTION

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

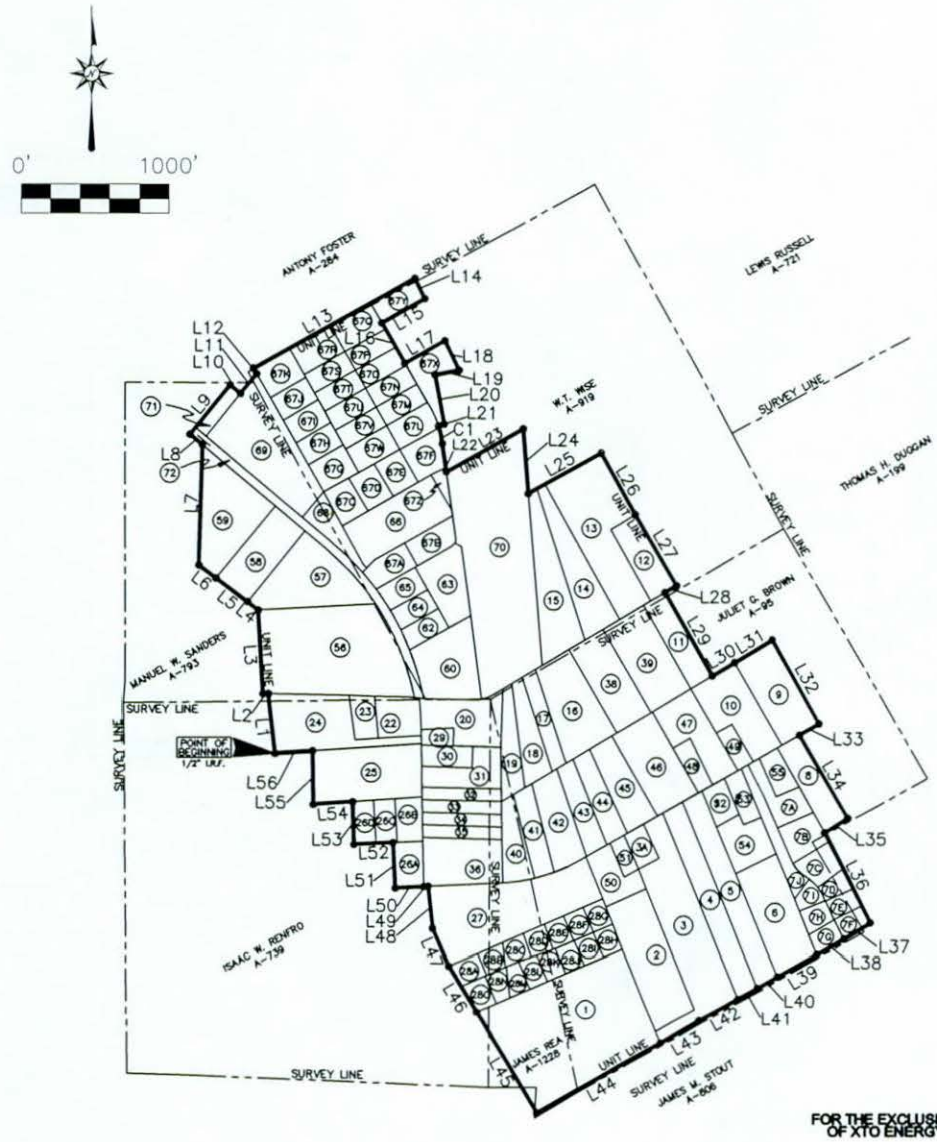
RENFRO 8 PROSPECT	DATE: 11/25/08	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-482-7199

TRACT NUMBERS	TRACT NAME	ACRES
1	RICE FAMILY TRUST	17.725
2	MARY JIM FANNING, ETAL	6.252
3	ROBERT RICHARD POWELL	9.103
3A	LARRY JOSEPH POWELL, ETUX MELISSA	1.000
4	JOE AND KATIE LINDAMOOD	4.768
5	LEORA FAY KELLY	4.838
6	ROBERT AND BEVERLY BRITTON	5.291
7A	WILLIAM J. HORN	1.719
7B	JAMES ANCY, ETUX ROXANNE	1.583
7C	WILLIAM MANRY, ETUX JO ANN	1.287
7D	RAYMOND AND DONNA CRAIN	0.616
7E	CANDACE DIPPLE	0.645
7F	ROBERT AUMULLER	0.675
7G	MERYLN RIDLEN, ETUX COLLEEN	0.685
7H	MIKE MUSE, ETUX TAMMY	0.714
7I	BILLY CHAPPELL, ETUX KATHY	0.582
7J	WILLARD D. WILLIS	1.699
8	WILLIAM AND PATRICIA PAYNE	2.729
9	KYLE AND CHRISTY MANN	4.452
10	SCOTT AND SHARON HORN	4.324
11	APOLONTO AND DELENA GAYTON	2.594
12	CHARLES AND SHELLY COX	2.594
13	ROY AND TAMARA RUDEWICK	8.119
14	RAYMOND AND JUDY JOHNSON	4.112
15	CHARLES AND JUANITA BAMGARDNER	4.967
16	KENNETH NEU	5.061
17	DANA POWELL	1.643
18	JIMMY AND SHERRY CATE	2.257
19	BENNY AND MADELINE CATE	2.030
20	CHARLES AND CARLOYN FRANKLIN	3.582
22	JOHN AND ELIZABETH JENKINS	1.905
23	THOMAS AND MARY LEE GRANT	1.140
24	JACK AND LINDA GILMAN	5.451
25	CHERYL DIANNE DURHAM	6.222
26A	TERRY DINGLER, ETUX SAUNDRA	1.424
26B	SANDRA K. PRINCE	1.246
26C	JEFFERY WOOD, ETUX LAURA	0.996
26D	RENE MORENO, ETUX IRENE	1.006
27	GORDON AND SANDRA BUSWELL	10.126
28A	GARY LOUIS KILGORE	0.750
28B	STEVEN MARSH, ETUX MELODY	0.609
28C	LINDA CLEMONS	0.639
28D	DAVID BANKSTON, ETUX REGINA	0.64
28E	JACK FELT, ETUX JANE	0.616
28F	JOE FISHER, ETUX VIRGINIA	0.616
28G	WORDEN GILES, ETUX WILMA	0.615

28H	CURIS WILSON, ETUX LAREA	0.595
28I	ROBERT SCOTT, ETUX SUSAN	0.599
28J	MARIE MILLER	0.596
28K	ROYCE HEARNE	0.597
28L	ARVILLE STINNET, ETUX REBECCA	0.592
28M	LORI LYNN RUTHERFORD	0.569
28N	MINNIE WOODY	0.606
28O	ANGELA BEATY	0.766
29	JAMES DUFF	0.584
30	BRADLEY CATE	1.164
31	BENNY CATE	2.44
32	AARON BUCK	1.065
33	BILLIE CATE	1.095
34	MYLES CARROLL	1.067
35	ROBERT HINDERLITER	1.068
36	HOWARD PRICE	4.000
38	DAVID JOHNSON	4.088
39	DORAND CIESYNSKI	4.843
40	CHARLES DENSON	2.05
41	RUSSELL HOUGHTON	1.969
42	MARVIN McCULLOUGH	3.192
43	THOMAS SEVIER	2.087
44	HOLLY REYNOLDS	2.110
45	BARBARA EUCKERT-WILSON	2.980
46	KENNETH HAWKINS	4.684
47	ALLEN WILLIS	3.533
48	ALLEN WILLIS	1.010
49	DIANNE HUMPHRIES	0.819
50	GREGG FANNING	2.008
51	GREGG FANNING	0.651
52	WILLARD WILLIS	1.081
53	JIMMY BRITTON	1.064
54	WILLARD WILLIS	2.266
55	DEREK MORRIS	1.072
56	SUZANNE McCARTY	13.202
57	LENA FINCHER	5.808
58	LENA FINCHER	3.893
59	HAROLD MASSEY	5.881
60	SEVDAT ILJAZI	4.477
62	EDDIE MAHAN	1.037
63	KIMBERELY MADDOCK	2.921
64	DARRELL WARD	1.011
65	LEON SAPP	1.215
66	CANA BAPTIST CHURCH	5.111
67A	MELISA BURDETTE	1.349
67B	FRANK MITCHELL	1.431
67C	MICHAEL L. JENKINS, ETUX LISA	1.202

67D	DOY CLONINGER, ETUX DEBORAH	1.193
67E	WALTER AND JOANN HARBERLE	1.178
67F	JAMES WEBB, ETUX KAREN	1.549
67G	ROBERT F. SCOTT	1.338
67H	DAVID R. STANTON	1.106
67I	DAVID C. GEZEBEL, ETUX SHERYL	1.111
67J	DORAN R. CARD, ETUX DEBRA	1.116
67K	GARY A. BROWNING	1.483
67L	ROBERT C. WOOLF, ETUX LYDIA	1.381
67M	MIKE AND STACY WEEMS	1.070
67N	JAMES C. HARVEY JR., ETUX SANDRA	1.067
67O	MICHAEL D. KERR	1.066
67P	WAYNE A. LEA, ETUX PAMELA	1.065
67Q	BOBBY J. WHITE	1.518
67R	LINDA LIMBAUGH	1.514
67S	FREDDY PATTON	1.064
67T	RICHARD D. MARTIN, ETUX NADA	1.066
67U	EUGENE R. BRYMER, ETUX GERTHA	1.067
67V	ROBERT AND CYNTHIA WELCH	1.069
67W	DONALD RUSSELL, ETUX CAROLYN	1.367
67X	R.C. STEVENS	1.944
67Y	ROBERT L. WOLFE, ETUX SHARON	1.245
67Z	CANA BAPTIST CHURCH	0.375
68	PEGGY KELLER	1.555
69	CANA BAPTIST CHURCH	7.651
70	DAVID AND SUE PUGH	18.069
71	MICHAEL E. AND DEBRA PENNINGTON	0.778
72	STATE OF TEXAS	3.378
	TOTAL ACRES IN UNIT	**308.478**



FOR THE EXCLUSIVE USE OF XTO ENERGY INC.

APRIL ,2010

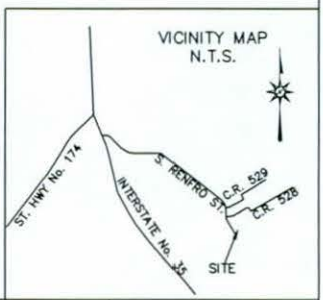
THE LOCATION SHOWN HEREON WAS STAKED FROM TRACT LINES AS EVIDENCED BY OCCUPATION. DISTANCES SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. THE ACREAGE SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.

STATE OF TEXAS
REGISTERED
RICKEY LYNN HICKMAN
4974
PROFESSIONAL
LAND SURVEYOR

TOTAL ACRES IN UNIT- 308.478

RICKEY LYNN HICKMAN RPLS #4974
NOT AN ORIGINAL WITHOUT AN IMPRESSED SEAL
PRELIMINARY

TO REACH THE RICE UNIT FROM THE INTERSECTION OF INTERSTATE No. 35 AND RENFRO STREET, TRAVEL SOUTH ON RENFRO STREET 4.50 MILES AND THE ENTRANCE TO THE SITE IS ON THE LEFT.



RICE UNIT
DESIGNATION OF UNIT PLAT
JULIET G. BROWN SURVEY, A-95, ISAAC W. RENFRO, A-739, JAMES REA, A-1228, W.T. WISE, A-919, ANTONY FOSTER, A-284, MANUEL W. SANDERS, A-793
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

FORT WORTH SURVEYING 107 E COLLEGE AVENUE ALVARADO, TEXAS 76009 817-790-5900	JOB # 2010_016 JOB: RICE_UNIT_DOU	DATE: 04-30-10 PAGE 1 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

TRACT TABLE

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2	MARY JIM FANNING, ETAL	6.252
3	ROBERT RICHARD POWELL	9.103
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64	DARRELL WARD	1.011
65	LEON SAPP	1.215
66	CANA BAPTIST CHURCH	5.111
67A	MELISA BURDETTE	1.349
67B	FRANK MITCHELL	1.431
67C	MICHAEL L. JENKINS, ETUX LISA	1.202
67D	DOY OLDINGER, ETUX DEBORAH	1.193
67E	WALTER AND JOANN HARBERLE	1.178
67F	JAMES WEBB, ETUX KAREN	1.549
67G	ROBERT F. SCOTT	1.338
67H	DAVID R. STANTON	1.105
67I	DAVID C. GETZEBEL, ETUX SHERYL	1.111
67J	DORAN R. CARD, ETUX DEBRA	1.116
67K	GARY A. BROWNING	1.483
67L	ROBERT C. WOOLF, ETUX LYDIA	1.381
67M	MIKE AND STACY WEEMS	1.070
67N	JAMES C. HARVEY JR., ETUX SANDRA	1.067
67O	MICHAEL D. KERR	1.068
67P	WAYNE A. LEA, ETUX PAMELA	1.065
67Q	BOBBY J. WHITE	1.218
67R	LINDA LIMBAUGH	1.514
67S	FREDDY PATTON	1.064
67T	RICHARD D. MARTIN, ETUX NADA	1.166
67U	EUGENE R. BRYMER, ETUX GERTHA	1.067
67V	ROBERT AND CYNTHIA WELCH	1.069
67W	DONALD RUSSELL, ETUX CAROLYN	1.367
67X	R.C. STEVENS	1.944
67Y	ROBERT L. WOLFE, ETUX SHARON	1.245
67Z	CANA BAPTIST CHURCH	0.315
68	PEGGY KELLER	1.555
69	CANA BAPTIST CHURCH	1.651
70	DAVID AND SUE PUGH	18.069
71	MICHAEL E. AND DEBRA PENNINGTON	0.778
72	STATE OF TEXAS	3.378
	TOTAL ACRES IN UNIT	308.478

RICE UNIT
DESIGNATION OF UNIT PLAT
JULIET G. BROWN SURVEY, A-95, ISAAC W. RENFRO, A-739, JAMES REA, A-1228, W.T. WISE, A-919, ANTONY FOSTER, A-284, MANUEL W. SANDERS, A-793
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 06°20'25" W	409.87'
L2	N 88°41'29" W	36.87'
L3	N 03°14'17" W	573.93'
L4	N 52°33'34" W	91.65'
L5	N 52°33'34" W	269.40'
L6	N 52°19'54" W	148.08'
L7	N 01°42'42" E	821.70'
L8	N 50°00'06" W	110.37'
L9	N 39°13'49" E	433.27'
L10	S 50°40'25" E	90.30'
L11	N 39°06'38" E	173.26'
L12	N 29°41'37" W	42.21'
L13	N 60°32'03" E	1268.77'
L14	S 25°19'42" E	155.98'
L15	S 59°56'28" W	339.12'
L16	S 29°35'29" E	319.81'
L17	N 60°17'58" E	315.19'
L18	N 25°37'45" W	224.98'
L19	S 79°08'24" W	167.19'
L20	S 10°37'10" E	341.63'
L21	S 72°04'53" W	40.87'
L22	S 08°11'02" E	192.36'
L23	N 61°09'31" E	601.59'
L24	S 04°34'33" E	440.18'
L25	N 61°04'11" E	569.86'
L26	S 28°58'01" E	482.88'
L27	S 30°05'26" E	561.73'
L28	S 59°18'45" W	92.85'
L29	S 29°42'26" E	657.27'
L30	N 59°20'03" E	175.63'
L31	N 59°08'50" E	301.57'
L32	S 29°11'13" E	655.26'
L33	S 60°18'12" W	152.94'
L34	S 30°04'13" E	658.48'
L35	S 57°39'24" W	185.01'
L36	S 26°38'06" E	691.45'
L37	S 59°02'34" W	210.90'
L38	S 60°34'11" W	212.50'
L39	S 60°36'40" W	310.73'
L40	S 60°39'31" W	157.34'
L41	S 60°39'31" W	151.48'
L42	S 60°19'39" W	306.34'
L43	S 60°16'08" W	304.00'
L44	S 60°11'48" W	975.97'
L45	N 30°32'33" W	810.73'
L46	N 31°14'17" W	368.13'
L47	N 23°34'52" W	278.61'
L48	N 06°11'32" W	286.93'
L49	S 87°22'45" W	30.79'
L50	S 87°07'56" W	194.30'
L51	N 02°40'10" W	312.11'
L52	S 87°28'41" W	268.88'
L53	N 01°35'33" W	293.06'
L54	S 86°14'20" W	269.04'
L55	N 00°44'28" W	364.00'
L56	S 86°11'34" W	259.88'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	630.50'	124.29'	124.09'	S 12°16'16" E	11°17'42"

RICE UNIT
DESIGNATION OF UNIT PLAT
JULIET G. BROWN SURVEY, A-95, ISAAC W. RENFRO, A-739, JAMES REA, A-1228, W.T. WISE, A-919, ANTONY FOSTER, A-284, MANUEL W. SANDERS, A-793
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

From: <Brent_Kunkel@xtoenergy.com>
To: <beverly.boyd@glo.state.tx.us>
Date: 5/6/2010 1:39 PM
Subject: Fw: Unit Royalty Set Up Information--- W142727 Rice GU#1
Attachments: RICE_UNIT_DOU_TRACT_TABLE.pdf; RICE_UNIT_DOU_ALL.pdf; 1st Amended Rice DOU
- Executed and Filed.pdf

see below

----- Forwarded by Brent Kunkel/FTW/CTOC on 05/06/2010 01:37 PM -----

Luke King/FTW/CTOC
05/06/2010 01:34 PM
To: Luke King/FTW/CTOC@CTOC
cc: Brent Kunkel/FTW/CTOC@CTOC, Loretta Sprague/FTW/CTOC@CTOC
Subject: Re: Fw: Unit Royalty Set Up Information--- W142727 Rice GU#1 (Document link: Brent Kunkel)

The email chain below is what I previously sent in response to your email on 3/15/10..

I have just rec. the updated DOU plat, M&B and tract listing for the Rice Unit. The correct unit size is 308.478 acres of land. The DOI is currently being corrected to correspond with this update. Please let me know if you have any additional questions. Thanks!

(See attached file: RICE_UNIT_DOU_TRACT_TABLE.pdf)(See attached file: RICE_UNIT_DOU_ALL.pdf)

Luke King
XTO Energy Inc.
810 Houston St.
Fort Worth, Texas 76102
817.885.3386

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any

attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

Luke
King/FTW/CTOC

03/15/2010 09:14 AM

To
Loretta Sprague/FTW/CTOC@CTOC
cc
Brent Kunkel/FTW/CTOC@CTOC
Subject
Re: Fw: Unit Royalty Set Up Information--- W142727 Rice GU#1
(Document link: Luke King)

Brent:

The Rice unit is being resurveyed to correct acreage discrepances.. The DOI contains called acreage not measured acreage & is being updated. DOU being reviewed. The P12 listed measured acreage hence the differences. Bottom line: Numbers are going change & we'll have to reverse & re-book once we have the updates. Unit size is 301.95 acres not 310.557 acres of land.

Attached is the Amended DOU that I plan on correcting once resurveying is completed. Please let me know if you have any questions. Thanks!

(See attached file: 1st Amended Rice DOU - Executed and Filed.pdf)

Luke King
XTO Energy Inc.
810 Houston St.
Fort Worth, Texas 76102
817.885.3386

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

Loretta
Sprague/FTW/CTOC

To
03/15/2010 09:09 AM Luke King/FTW/CTOC@CTOC
cc
Brent Kunkel/FTW/CTOC@CTOC
Subject
Fw: Unit Royalty Set Up
Information--- W142727 Rice GU#1

Luke,

Please furnish a copy of the amended DOU for the Rice Unit to Brent.

Thanks

Loretta Sprague
XTO Energy Inc.
810 Houston Street
Fort Worth, Texas 76102
(817) 885-2367
----- Forwarded by Loretta Sprague/FTW/CTOC on 03/15/2010 09:07 AM -----

Brent
Kunkel/FTW/CTOC

To
03/08/2010 01:01 PM Loretta Sprague/FTW/CTOC@CTOC
cc

Subject
Fw: Unit Royalty Set Up
Information--- W142727 Rice GU#1

Loretta,

please check your acreage. The GLO is showing total acres were 310.557,
then NRI calc 0.002638807. This well is setup 0.00271403.
let me know.

Brent

X2388

----- Forwarded by Brent Kunkel/FTW/CTOC on 03/08/2010 12:57 PM -----

"Lannie Stimson"
<Lannie.Stimson@GLO.STATE.TX.US>
To
<Brent_Kunkel@xtoenergy.com>
03/08/2010 12:01 PM
cc
Subject
Re: Unit Royalty Set Up Information---Three Highway Right of Way Units

Brent,
According to the Minerals Leasing department staff the unit was set up using the Unit Designation and DO provided by XTO.

If something has changed from the original Unit Designation acreage then XTO needs to supply the GLO with supporting documentation of that change.

At this time the set up is based on what the GLO has been provided.

Thank you.

Lannie Stimson
Accounts Examiner
Energy Financial Management
Texas General Land Office
512-475-2316
lannie.stimson@glo.state.tx.us

>>> <Brent_Kunkel@xtoenergy.com> 3/8/2010 8:20 AM >>>
Lannie,

I have a discrepancy on the Rice GU 1. I show total unit acres were 301.95002. NRI=0.00271403.

let me know.

Brent Kunkel
XTO Energy, Inc.
817-870-2800
X2388

"Lannie Stimson"
<Lannie.Stimson@GLO.STATE.TX.US>
03/05/2010 04:45 PM

To <Brent_Kunkel@xtoenergy.com>
cc

Subject Unit Royalty Set Up Information---Three Highway Right of WayUnits

Brent,
Please see attached three Unit Royalty Set Up sheets for the Rice Gas Unit, the Knapp "F" Unit and the Knapp "E" Unit.

I am unable to send the Midway until Monday. We still have a discrepancy. Please let me know if any of this information does not agree with your records. Thank you.

Lannie Stimson
Accounts Examiner
Energy Financial Management
Texas General Land Office
512-475-2316
lannie.stimson@glo.state.tx.us[attachment "XTORiceGasUnit.xls" deleted by Brent Kunkel/FTW/CTOC] [attachment "XTOKnappFUnit.xls" deleted by Brent Kunkel/FTW/CTOC] [attachment "XTOKnappEUnit.xls" deleted by Brent Kunkel/FTW/CTOC]

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA10-46

Unit Number	*4708*		
Operator Name	*XTO ENERGY INC*	*Effective Date*	*5/20/2008*
Customer ID	*C000044262*	*Unitized For*	*Gas*
Unit Name	*Rice Gas Unit*	*Unit Term*	**0** *Months*
County1	*Johnson*		

	Old Unit Number	*Inactive Status Date*
County 2	*0*	
County 3	*0*	
RRC District:	*0*	
Unit Type:	*0*	
State Royalty Interest:	*0*	
State Part in Unit:	*0*	

05

Permanent

0.0026523610707

0.0106094442826

Unit Depth	**All**	*Well:*	*Unit*
Below Depth	**0**	*Formation:*	*Barnett Shale*
Above Depth	**0**	*Participation Basis:*	*Surface Acreage*

[If Exclusions Apply: See Remarks]

MF Number	**MF108884**	*Tract Number*	72
Lease Acres	3.278 /	*Total Unit Acres*	308.97 =
Tract Participation:	0.0106094 X		
Lease Royalty	0.25 =	*Manual Tract Participation:*	0 *See Remark*
Tract Royalty Participation	0.0026524	*Manual Tract Royalty:*	0

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	*RRC Number*
422513251600	0

Remarks: HROW Unit - drilling over primary term; Effective date is date of lease; Barnett Shale

Prepared By:	BBoyd	*Prepared Date:*	3-2-10
GLO Base Updated By:	BBoyd	*GLOBase Date:*	3-2-10
RAM Approval By:	[signature]	*RAM Approval Date:*	3-8-2010
GIS By:	[signature]	*GIS Date:*	4-13-10

Electronically Recorded Instrument: 34011 Book: RP Volume: 0 Page: 0

1ST AMENDED DESIGNATION OF UNIT
RICE GAS UNIT

STATE OF TEXAS §§
COUNTY OF JOHNSON §§

KNOW ALL MEN BY THESE PRESENTS:

1. **Designation of Unit.** The undersigned (the "Owner") is the owner of valid and subsisting oil, gas and mineral leases listed in Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes said Leases and associated leasehold rights, overriding royalty, and royalty interests for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below) If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

2. **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval, as described on Exhibit A, and is comprised only of the lands described in Exhibit B as depicted on the map attached as Exhibit C.

3. **Production from the Unit.** This Designation of Unit covers all production from the land and depths described on the attached Exhibits A, B and C, which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion that the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

4. **Amendment.** The Owner reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the Leases, by appropriate amendments or instruments.

5. **Counterpart Signatures.** This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the

1ST AMENDED DESIGNATION OF UNIT
RICE GAS UNIT

STATE OF TEXAS §§
COUNTY OF JOHNSON §§

KNOW ALL MEN BY THESE PRESENTS:

1. **Designation of Unit.** The undersigned (the "Owner") is the owner of valid and subsisting oil, gas and mineral leases listed in Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes said Leases and associated leasehold rights, overriding royalty, and royalty interests for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below) If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

2. **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval, as described on Exhibit A, and is comprised only of the lands described in Exhibit B as depicted on the map attached as Exhibit C.

3. **Production from the Unit.** This Designation of Unit covers all production from the land and depths described on the attached Exhibits A, B and C, which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion that the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

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5. **Counterpart Signatures.** This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the

validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

6. **Effective Date.** The Unit hereby created shall be effective as of April 30, 2008, and 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 by payment or tender of shut-in royalties or by any other means, in accordance with the terms of the Leases.

This Designation of Unit shall be binding on the Owners and their representatives, successors and assigns.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 16th day of July, 2009.

This 1ST Amended Designation of Unit is being filed for the purpose of adding leases to that certain Designation of Unit recorded in Volume 4347, Page 464, of the Official Public Records of Johnson County, Texas.

WORKING INTEREST OWNERS:

XTO ENERGY INC.

X _____ pp

BY: Edwin S. Ryan, Jr.
Senior Vice President – Land Administration, of
XTO Energy Inc., a Delaware corporation

DEVON ENERGY PRODUCTION COMPANY, L.P.

X _____ gm

BY: _____ BSK
Devon Energy Production Company, L.P.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of July, 2009, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

CHARLA F. WILKES
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-06-2012

Charla F Wilkes
Notary Public in and for the State of Texas

My commission expires:
3-5-2012

Charla F. Wilkes
Printed Name of Notary

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 3rd day of November, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for ~~of~~ Devon Energy Production Company, L.P., acting on behalf of said ~~corporation~~ limited partnership.

MARSHA BARTLETT
Notary Public
State of Oklahoma
Commission # 02012697 Expires 08/09/10

Marsha Bartlett
Notary Public in and for the State of ~~Texas~~ Oklahoma

My commission expires:
8-9-10

Marsha Bartlett
Printed Name of Notary

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF

THAT CERTAIN 1ST AMENDED DESIGNATION OF UNIT

RICE GAS UNIT

1. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2007, between Arthur Lee Rice, Trustee of the Vernon W. and Edythe L. Rice Family Trust B, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 225, of the Official Public Records of Johnson County, Texas. (Tract 1 covering 17.906 acres being called 17.906 acres)

2. Memorandum of Oil, Gas and Mineral Lease dated effective May 7, 2007, between Toni Jo Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 93, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.190 acres being called 6.190 acres)

3. Oil and Gas Lease dated April 14, 2008, between Mary Jim Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4362, Page 282, of the Official Public Records of Johnson County, Texas. (Tract 2 covering 6.190 acres being called 6.190 acres)

4. Memorandum of Oil, Gas and Mineral Lease dated effective April 28, 2007, between Gregg T. Fanning and wife, Laurie L. Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4110, Page 95, of the Official Public Records of Johnson County, Texas. (Tract 2, 50, and 51 covering 8.824 acres being called 8.86 acres)

5. Memorandum of Oil and Gas Lease dated April 25, 2006, between Robert Richard Powell a/k/a Robert R. Powell and Patricia Ann Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3808, Page 34, of the Official Public Records of Johnson County, Texas. (Tract 3 being called 9.00 acres)

6. Memorandum of Oil and Gas Lease dated April 27, 2006, between Larry Joseph Powell and Melissa Powell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 98, of the Official Public Records of Johnson County, Texas. (Tract 3a being called 1.00 acre)

7. Memorandum of Oil and Gas Lease dated May 5, 2006, between Joe F. Lindamood and Katie A. Lindamood, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 96, of the Official Public Records of Johnson County, Texas. (Tract 4 covering 4.705 acres being called 4.705 acres)

8. Memorandum of Oil and Gas Lease dated July 24, 2006, between Leora Fay Kelley, a single person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 605, of the Official Public Records of Johnson County, Texas. (Tract 5 covering 5.00 acres being called 5.00 acres)

9. Memorandum of Oil and Gas Lease dated July 24, 2006, between Robert E. Britton and Beverly K. Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 601, of the Official Public Records of Johnson County, Texas. (Tract 6 covering 5.25 acres being called 5.25 acres)

10. Memorandum of Oil, Gas and Mineral Lease dated effective October 22, 2007, between William J. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 162, of the Official Public Records of Johnson County, Texas. (Tract 7a covering 1.678 acres being called 1.34 acres)

11. Oil and Gas Lease dated November 28, 2007, between Michael Ancy and wife, Roxanne D. Ancy, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4255, Page 557, of the Official Public Records of Johnson County, Texas. (Tract 7b covering 1.552 acres being called 1.39 acres)

12. Memorandum of Oil, Gas and Mineral Lease dated effective August 17, 2007, between William F. Manry and wife, Joe Ann Manry, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 775, of the Official Public Records of Johnson County, Texas. (Tract 7c covering 1.279 acres being called 1.13 acres)

13. Memorandum of Oil, Gas and Mineral Lease dated effective August 21, 2007, between Raymond L. Crain and wife, Donna K. Crain, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 773, of the Official Public Records of Johnson County, Texas. (Tract 7d covering 0.617 of an acre being called 0.548 of an acre)

14. Memorandum of Oil, Gas and Mineral Lease dated effective August 15, 2007, between Candice Dippel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 771, of the Official Public Records of Johnson County, Texas. (Tract 7e covering 0.643 of an acre being called 0.558 of an acre)

15. Memorandum of Oil, Gas and Mineral Lease dated effective September 4, 2007, between Robert Aumuller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 767, of the Official Public Records of Johnson County, Texas. (Tract 7f covering 0.677 of an acre being called 0.59 of an acre)

16. Oil and Gas Lease dated November 19, 2007, between Merlyn L. Ridlen and wife, Colleen M. Ridlen, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 446, of the Official Public Records of Johnson County, Texas. (Tract 7g covering 0.691 of an acre being called 0.574 of an acre)

17. Memorandum of Oil, Gas and Mineral Lease dated effective August 23, 2007, between Mike Muse and wife, Tammy Muse, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 765, of the Official Public Records of Johnson County, Texas. (Tract 7h covering 0.713 of an acre being called 0.60 of an acre)

18. Memorandum of Oil, Gas and Mineral Lease dated effective September 10, 2007, between Billy M. Chappell and wife, Kathy A. Chappell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 763, of the Official Public Records of Johnson County, Texas. (Tract 7i covering 0.594 of an acre being called 0.454 of an acre)

19. Memorandum of Oil, Gas and Mineral Lease dated effective October 8, 2007, between Willard D. Willis and wife, Dorcas L. Willis, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 543, of the Official Public Records of Johnson County, Texas. (Tract 7j covering 1.765 acres being called 1.481 acres)

20. Memorandum of Oil, Gas and Mineral Lease dated effective February 28, 2007, between William A. Payne and wife, Patricia D. Payne, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 400, of the Official Public Records of Johnson County, Texas. (Tract 8 covering 2.639 acres being called 2.64 acres)

21. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Kyle A. Mann and wife, Christy L. Mann, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 196, of the Official Public Records of Johnson County, Texas. (Tract 9 covering 4.43 acres being called 4.43 acres)

22. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Scott E. Horn and wife, Sharon A. Horn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 190, of the Official Public Records of Johnson County, Texas. (Tract 10 covering 4.448 acres being called 4.25 acres)

23. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Apolonio B. Gayton and wife, Elena Gayton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 418, of the Official Public Records of Johnson County, Texas. (Tract 11 covering 2.60 acres being called 2.60 acres)

24. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles W. Cox and wife, Shelley Cox, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 184, of the Official Public Records of Johnson County, Texas. (Tract 12 covering 2.517 acres being called 2.00 acres)

25. Memorandum of Oil, Gas and Mineral Lease dated effective September 20, 2006, between Roy A. Rudewick and wife, Tamra Rudewick, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 198, of the Official Public Records of Johnson County, Texas. (Tract 13 covering 8.106 acres being called 8.501 acres)

26. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Judy M. Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 194, of the Official Public Records of Johnson County, Texas. (Tract 14 covering 4.118 acres being called 4.00 acres)

27. Memorandum of Oil and Gas Lease dated April 28, 2006, between Charles T. Bomgardner and Juanita M. Bomgardner, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 886, of the Official Public Records of Johnson County, Texas. (Tract 15 covering 4.984 acres being called 4.87 acres)

28. Memorandum of Oil and Gas Lease dated May 1, 2006, between Kenneth Neu, a single man, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3809, Page 454, of the Official Public Records of Johnson County, Texas. (Tract 16 covering 5.092 acres being called 5.00 acres)

29. Memorandum of Oil and Gas Lease dated May 25, 2006, between Dana R. Kendrick a/k/a Dana R. Powell and Eric Keith Kendrick, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 31, of the Official Public Records of Johnson County, Texas. (Tract 17 covering 1.658 acres being called 1.62 acres)

30. Memorandum of Oil and Gas Lease dated June 5, 2006, between Jimmy Cate and Sherry L. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 894, of the Official Public Records of Johnson County, Texas. (Tract 18 covering 2.029 acres being called 2.007 acres)

31. Memorandum of Oil and Gas Lease dated June 8, 2006, between B. L. Cate a/k/a Benny L. Cate and Madeline I. Cate, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 898, of the Official Public Records of Johnson County, Texas. (Tracts 19 and 31 covering 5.169 acres being called 5.167 acres)

32. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Charles Franklin and wife, Karyn Franklin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 188, of the Official Public Records of Johnson County, Texas. (Tract 20 covering 3.831 acres being called 3.50 acres)

33. Memorandum of Oil and Gas Lease dated June 3, 2006, between John L. Jenkins and Elizabeth Ann Jenkins, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 812, of the Official Public Records of Johnson County, Texas. (Tract 22 covering 1.733 acres being called 1.543 acres)

34. Memorandum of Oil and Gas Lease dated May 15, 2006, between Thomas Gordon Grant and Mary Lee Grant, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 884, of the Official Public Records of Johnson County, Texas. (Tract 23 covering 1.00 acre being called 1.00 acre)

35. Memorandum of Oil and Gas Lease dated May 15, 2006, between Jack Gilman and Linda Gilman, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 865, of the Official Public Records of Johnson County, Texas. (Tract 24 covering 7.39 acres being called 5.38 acres)

36. Memorandum of Oil and Gas Lease dated June 8, 2006, between Cheryl Dianne Durham, Individually and as Independent Executor of the Estates of Kenneth Bartoo, deceased &

Nadine Bartoo, deceased and Gene A. Bartoo and Glenda Bartoo, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 814, of the Official Public Records of Johnson County, Texas. (Tract 25 covering 6.248 acres being called 5.968 acres)

37. Memorandum of Oil and Gas Lease dated June 7, 2006, between Robert E. Gustafson and Carla M. Gustafson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 818, of the Official Public Records of Johnson County, Texas. (Tract 26a covering 1.389 acres being called 1.00 acre)

38. Memorandum of Oil and Gas Lease dated July 19, 2006, between Sandra Kay Prince, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3869, Page 160, of the Official Public Records of Johnson County, Texas. (Tract 26b covering 1.253 acres being called 1.0 acre)

39. Oil and Gas Lease dated December 28, 2006, between Jeffrey J. Wood and wife, Laura D. Wood, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3995, Page 626, of the Official Public Records of Johnson County, Texas. (Tract 26c covering 0.992 of an acre being called 0.89 of an acre)

40. Memorandum of Oil, Gas and Mineral Lease dated effective October 5, 2007, between Rene Moreno and wife, Irene Arauza, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 545, of the Official Public Records of Johnson County, Texas. (Tract 26d covering 0.984 of an acre being called 0.8846 of an acre)

41. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Gordon E. Buswell and wife, Sandra Buswell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 202, of the Official Public Records of Johnson County, Texas. (Tract 27 covering 10.026 acres being called 9.64 acres)

42. Memorandum of Oil, Gas and Mineral Lease dated effective June 14, 2007, between Gary Louis Kilgore, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 221, of the Official Public Records of Johnson County, Texas. (Tract 28a covering 0.745 of an acre being called 0.506 of an acre)

43. Memorandum of Oil and Gas Lease dated August 18, 2006, between Steven C. Marsh and Melody D. Marsh, husband and wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 800, of the Official Public Records of Johnson County, Texas. (Tract 28b covering 0.604 of an acre being called 0.50 of an acre)

44. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Linda Clemons, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 200, of the Official Public Records of Johnson County, Texas. (Tract 28c covering 0.638 of an acre being called 0.513 of an acre)

45. Memorandum of Oil and Gas Lease dated July 19, 2006, between David Bruce Bankston and Regina Lynn Bankston, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 215, of the Official Public Records of Johnson County, Texas. (Tract 28d covering 0.634 of an acre being called 0.50 of an acre)

46. Memorandum of Oil and Gas Lease dated July 19, 2006, between Jack D. Felt and Jane L. Felt, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3863, Page 855, of the Official Public Records of Johnson County, Texas. (Tract 28e covering 0.623 of an acre being called 0.50 of an acre)

47. Memorandum of Oil and Gas Lease dated July 19, 2006, between Joe Fisher and Virginia Fisher, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3880, Page 189, of the Official Public Records of Johnson County, Texas. (Tract 28f covering 0.613 of an acre being called 0.50 of an acre)

48. Memorandum of Oil and Gas Lease dated July 19, 2006, between Worden E. Giles and Wilma L. Giles, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at

Volume 3883, Page 211, of the Official Public Records of Johnson County, Texas. (Tract 28g covering 0.605 of an acre being called 0.50 of an acre)

49. Memorandum of Oil, Gas and Mineral Lease dated effective October 29, 2007, between Curtis Micheal Wilson and wife, Larea H. Wilson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 164, of the Official Public Records of Johnson County, Texas. (Tract 28h covering 0.603 of an acre being called 0.504 of an acre)

50. Memorandum of Oil, Gas and Mineral Lease dated effective August 10, 2007, between Robert L. Scott and wife, Susan L. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4195, Page 769, of the Official Public Records of Johnson County, Texas. (Tract 28i covering 0.601 of an acre being called 0.504 of an acre)

51. Memorandum of Oil and Gas Lease dated July 19, 2006, between Marie V. Miller, a widow, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 209, of the Official Public Records of Johnson County, Texas. (Tract 28j covering 0.602 of an acre being called 0.50 of an acre)

52. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Royce L. Hearne and Deborah K. Hearne, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4583, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 28k being a called 0.601 of an acre)

53. Memorandum of Oil and Gas Lease dated July 19, 2006, between Arville E. Stinnett and Rebecca Sheree Stinnett, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3886, Page 802, of the Official Public Records of Johnson County, Texas. (Tract 28l covering 0.593 of an acre being called 1.00 acre)

54. Memorandum of Oil and Gas Lease dated August 17, 2006, between Lori Lynn Rutherford, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3883, Page 213, of the Official Public Records of Johnson County, Texas. (Tract 28m covering 0.570 of an acre being called 0.50 of an acre)

55. Memorandum of Oil and Gas Lease dated effective March 30, 2009, between Elizabeth Woody Woody, a/k/a Minnie E. Woody, a/k/a Minnie Elizabeth Woody, a widow, having not since remarried, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4563, Page 152, of the Official Public Records of Johnson County, Texas. (Tract 28n being a called 0.589 of an acre)

56. Memorandum of Oil and Gas Lease dated July 19, 2006, between Angela L. Beaty, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 603, of the Official Public Records of Johnson County, Texas. (Tract 28o covering 0.768 of an acre being called 0.50 of an acre)

57. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between James Duff, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 186, of the Official Public Records of Johnson County, Texas. (Tract 29 covering 0.58 of an acre being called 0.50 of an acre)

58. Memorandum of Oil and Gas Lease dated effective December 2, 2008, between Bradley W. Cate and Tina R. Cate, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4500, Page 374, of the Official Public Records of Johnson County, Texas. (Tract 30 covering 1.09 acres)

59. Memorandum of Oil and Gas Lease dated May 15, 2006, between Aaron Buck and Lorin A. Buck, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 35, of the Official Public Records of Johnson County, Texas. (Tract 32 covering 1.064 acres being called 1.00 acre)

60. Memorandum of Oil and Gas Lease dated May 15, 2006, between Billie Cate, an unmarried person, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume

3827, Page 33, of the Official Public Records of Johnson County, Texas. (Tract 33 covering 1.064 acres being called 1.00 acre)

61. Memorandum of Oil and Gas Lease dated May 15, 2006, between Myles Carroll and A. Sue Carroll, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 41, of the Official Public Records of Johnson County, Texas. (Tract 34 covering 1.064 acres being called 1.00 acre)

62. Memorandum of Oil and Gas Lease dated May 15, 2006, between Robert M. Hinderliter and Sharon Ann Hinderliter, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3832, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 35 covering 1.064 acres being called 1.00 acre)

63. Memorandum of Oil and Gas Lease dated April 26, 2006, between Howard M. Price and Norma L. Price, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 92, of the Official Public Records of Johnson County, Texas. (Tract 36 covering 4.402 acres being called 4.00 acres)

64. Memorandum of Oil, Gas and Mineral Lease dated effective September 23, 2006, between David C. Johnson and Merry Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 204, of the Official Public Records of Johnson County, Texas. (Tract 38 covering 4.111 acres being called 4.111 acres)

65. Memorandum of Oil and Gas Lease dated May 16, 2006, between Dorand Ciesynski and Sandy Ciesynski, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3835, Page 850, of the Official Public Records of Johnson County, Texas. (Tract 39 covering 4.870 acres being called 4.87 acres)

66. Memorandum of Oil and Gas Lease dated May 15, 2006, between Charles E. Denson and Laurie L. Denson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827, Page 43, of the Official Public Records of Johnson County, Texas. (Tract 40 covering 2.088 acres being called 2.016 acres)

67. Memorandum of Oil, Gas and Mineral Lease dated effective September 15, 2006, between Russell Scott Houghton and wife, Rhonda Houghton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 182, of the Official Public Records of Johnson County, Texas. (Tract 41 covering 2.048 acres being called 2.001 acres)

68. Oil and Gas Lease dated October 3, 2007, between Marvin D. McCullough and wife, Myra L. McCullough, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 258, of the Official Public Records of Johnson County, Texas. (Tract 42 covering 3.082 acres being called 3.00 acres)

69. Memorandum of Oil and Gas Lease dated June 1, 2006, between Thomas L. Sevier and Nancy K. Sevier, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3842, Page 816, of the Official Public Records of Johnson County, Texas. (Tract 43 covering 2.055 acres being called 2.00 acres)

70. Memorandum of Oil, Gas and Mineral Lease dated effective November 7, 2007, between Holly Hughes McGhee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 44 covering 2.055 being called 2.00 acres)

71. Memorandum of Oil and Gas Lease dated May 16, 2006, between Barbara L. Euckert-Wilson and Cecil R. Wilson, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 892, of the Official Public Records of Johnson County, Texas. (Tract 45 covering 2.890 acres being called 2.93 acres)

72. Memorandum of Oil and Gas Lease dated May 16, 2006, between Kenneth Ray Hawkins and Paula Marilyn Hawkins, wife, as Lessor, and XTO Resources I, LP, as Lessee,

recorded at Volume 3831, Page 896, of the Official Public Records of Johnson County, Texas. (Tract 46 covering 4.739 acres being called 4.739 acres)

73. Memorandum of Oil and Gas Lease dated April 26, 2006, between Allen B. Willis and Cynthia L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 607, of the Official Public Records of Johnson County, Texas. (Tracts 47 and 48 covering 4.58 acres being called 4.37 acres)

74. Memorandum of Oil, Gas and Mineral Lease dated effective September 19, 2006, between Diane M. Humphries, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4032, Page 192, of the Official Public Records of Johnson County, Texas. (Tract 49 covering 0.750 of an acre being called 0.7498 of an acre)

75. Memorandum of Oil and Gas Lease dated July 24, 2006, between Willard D. Willis and Dorcas L. Willis, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3894, Page 437, of the Official Public Records of Johnson County, Texas. (Tracts 52 and 54 covering 3.261 acres being called 3.75 acres)

76. Memorandum of Oil and Gas Lease dated July 24, 2006, between Jimmy J. Britton and Tina Britton, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3871, Page 599, of the Official Public Records of Johnson County, Texas. (Tract 53 covering 1.00 acre being called 1.00 acre)

77. Oil and Gas Lease dated June 22, 2006, between Derek B. Morris, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 751, of the Official Public Records of Johnson County, Texas. (Tract 55 covering 1.072 acres being called 1.072 acres)

78. Oil and Gas Lease dated effective October 15, 2006, between Terry S. McCarty and wife, Suzanne M. McCarty, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 56 covering 13.648 acres being called 13.16 acres)

79. Oil and Gas Lease dated July 13, 2006, between Lena Fincher, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 57 and 58 covering 10.699 acres being called 8.743 acres)

80. Memorandum of Oil and Gas Lease dated effective November 13, 2006, between Harold F. Massey and wife, Mancy Massey, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3965, Page 1, of the Official Public Records of Johnson County, Texas. (Tract 59 covering 6.451 acres being called 5.99 acres)

81. Memorandum of Oil and Gas Lease dated April 26, 2006, between Agron Iljazi and Manushaqe Hodza, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3802, Page 349, of the Official Public Records of Johnson County, Texas. (Tract 60 covering 4.289 acres being called 3.94 acres)

82. Memorandum of Oil and Gas Lease dated May 1, 2006, between Eddie L. Mahan and Letetia T. Mahan, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 903, of the Official Public Records of Johnson County, Texas. (Tract 62 covering 1.108 acres being called 0.99862 of an acre)

83. Memorandum of Oil and Gas Lease dated June 8, 2006, between Kimberly A. Stephens a/k/a Kimberly A. Maddock and Matthew W. Stephens, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 873, of the Official Public Records of Johnson County, Texas. (Tract 63 covering 2.669 acres being called 2.669 acres)

84. Memorandum of Oil and Gas Lease dated May 2, 2006, between Judy Gayle Ward, a single woman, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3827,

Page 29, of the Official Public Records of Johnson County, Texas. (Tract 64 covering 1.107 acres being called 1.00 acre)

85. Memorandum of Oil and Gas Lease dated May 2, 2006, between Leon Hamilton Sapp and Mary Adeline Sapp, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3819, Page 90, of the Official Public Records of Johnson County, Texas. (Tract 65 covering 1.107 acres being called 0.99862 of an acre)

86. Memorandum of Oil and Gas Lease dated effective October 23, 2006, between Cana Baptist Church, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 25, of the Official Public Records of Johnson County, Texas. (Tracts 66, 69, and 67z covering 14.79 acres being called 12.188 acres)

87. Memorandum of Oil and Gas Lease dated August 31, 2006, between Melissa A. Burdette and Victor Carrington, husband, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3902, Page 14, of the Official Public Records of Johnson County, Texas. (Tract 67a covering 1.465 acres being called 1.040 acres)

88. Memorandum of Oil and Gas Lease dated May 2, 2006, between Frank A. Mitchell and Peggy J. Mitchell, wife, as Lessor, and XTO Resources I, LP, as Lessee, recorded at Volume 3831, Page 901, of the Official Public Records of Johnson County, Texas. (Tract 67b covering 1.798 acres being called 1.10 acres)

89. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between Michael L. Jenkins and wife, Lisa A. Jenkins, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 428, of the Official Public Records of Johnson County, Texas. (Tract 67c covering 1.240 acres being called 1.01 acres)

90. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Doy C. Cloninger and wife, Deborah L. Cloninger, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 711, of the Official Public Records of Johnson County, Texas. (Tract 67d covering 1.197 acres being called 1.01 acres)

91. Memorandum of Oil, Gas and Mineral Lease dated effective March 28, 2007, between Walter C. Haberle and wife, JoAnn Haberle, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 697, of the Official Public Records of Johnson County, Texas. (Tract 67e covering 1.196 acres being called 1.01 acres)

92. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between James S. Webb and wife, Karen Webb, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 424, of the Official Public Records of Johnson County, Texas. (Tract 67f covering 1.774 acres being called 1.16 acres)

93. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Robert F. Scott IV and wife, Karen W. Scott, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 412, of the Official Public Records of Johnson County, Texas. (Tract 67g covering 1.391 acres being called 1.00 acre)

94. Memorandum of Oil, Gas and Mineral Lease dated effective February 20, 2007, between David Ray Stanton and wife, Jill Smith Stanton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 426, of the Official Public Records of Johnson County, Texas. (Tract 67h covering 1.121 acres being called 1.00 acre)

95. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between John C. Gezel and wife, Sherry L. Gezel, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 432, of the Official Public Records of Johnson County, Texas. (Tract 67i covering 1.115 acres being called 1.00 acre)

96. Memorandum of Oil, Gas and Mineral Lease dated effective March 6, 2007, between Doran R. Card and wife, Debra Card, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 699, of the Official Public Records of Johnson County, Texas. (Tract 67j covering 1.100 acres being called 0.998 of an acre)

97. Memorandum of Oil, Gas and Mineral Lease dated effective March 12, 2007, between Gary A. Browning and wife, Susan N. Browning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 713, of the Official Public Records of Johnson County, Texas. (Tract 67k covering 1.445 acres being called 1.00 acre)

98. Memorandum of Oil, Gas and Mineral Lease dated effective March 14, 2007, between Lydia E. Woolf, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 705, of the Official Public Records of Johnson County, Texas. (Tract 67l covering 1.359 acres being called 0.965 of an acre)

99. Memorandum of Oil, Gas and Mineral Lease dated effective June 19, 2009, between Mike Weems and Stacy Weems, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 19489 of the Official Public Records of Johnson County, Texas. (Tract 67m covering 1.065 acres being called 1.065 acres)

100. Memorandum of Oil, Gas and Mineral Lease dated effective February 16, 2007, between James C. Harvey, Jr., as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 420, of the Official Public Records of Johnson County, Texas. (Tract 67n covering 1.065 acres being called 0.97 of an acre)

101. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Michael D. Kerr and wife, Judy D. Kerr, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 410, of the Official Public Records of Johnson County, Texas. (Tract 67o covering 1.065 acres being called 1.161 acres)

102. Memorandum of Oil, Gas and Mineral Lease dated effective March 7, 2007, between Wayne Arthur Lea and wife, Pamela Lea, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 701, of the Official Public Records of Johnson County, Texas. (Tract 67p covering 1.065 acres being called 0.97 of an acre)

103. Memorandum of Oil, Gas and Mineral Lease dated effective March 1, 2007, between Bobby J. White and wife, Elizabeth F. White, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 416, of the Official Public Records of Johnson County, Texas. (Tract 67q covering 1.532 acres being called 0.97 of an acre)

104. Memorandum of Oil, Gas and Mineral Lease dated effective March 2, 2007, between Linda Limbaugh and husband, Dave R. Limbaugh, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 414, of the Official Public Records of Johnson County, Texas. (Tract 67r covering 1.532 acres being called 0.97 of an acre)

105. Memorandum of Oil, Gas and Mineral Lease dated effective March 10, 2007, between Freddy H. Patton and wife, Caron Willingham Patton, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 719, of the Official Public Records of Johnson County, Texas. (Tract 67s covering 1.065 acres being called 0.97 of an acre)

106. Memorandum of Oil, Gas and Mineral Lease dated effective February 23, 2007, between Richard D. Martin and wife, Nada R. Martin, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 406, of the Official Public Records of Johnson County, Texas. (Tract 67t covering 1.065 acres being called 0.97 of an acre)

107. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Eugene R. Brymer and wife, Gertha Jo Brymer, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 402, of the Official Public Records of Johnson County, Texas. (Tract 67u covering 1.065 acres being called 0.97 of an acre)

108. Memorandum of Oil, Gas and Mineral Lease dated effective February 26, 2007, between Robert M. Welch and wife, Cynthia J. Welch, as Lessor, and Hollis R. Sullivan,

Inc., as Lessee, recorded at Volume 4043, Page 408, of the Official Public Records of Johnson County, Texas. (Tract 67v covering 1.065 acres being called 0.97 of an acre)

109. Memorandum of Oil, Gas and Mineral Lease dated effective February 15, 2007, between Donald A. Russell and wife, Carolyn June Russell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 422, of the Official Public Records of Johnson County, Texas. (Tract 67w covering 1.36 acres being called 0.97 of an acre)

110. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert C. Severns and wife, Victoria F. Severns, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 717, of the Official Public Records of Johnson County, Texas. (Tract 67x covering 2.044 acres being called 1.619 acres)

111. Memorandum of Oil, Gas and Mineral Lease dated effective March 21, 2007, between Robert L. Wolfe and wife, Sharon Wolfe, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4075, Page 715, of the Official Public Records of Johnson County, Texas. (Tract 67y covering 1.224 acres being called 1.161 acres)

112. Oil and Gas Lease dated July 17, 2006, between Peggy L. Keller, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3866, Page 735, of the Official Public Records of Johnson County, Texas. (Tract 68 covering 1.30 acres being called 0.97 of an acre)

113. Oil, Gas and Mineral Lease dated October 12, 2001, between David G. Pugh and wife, Sue E. Pugh, as Lessor, and Mitchell Energy Company L.P., as Lessee, recorded at Volume 2732, Page 145, of the Official Public Records of Johnson County, Texas; a Memorandum of Extension and Amendment of Oil, Gas and Mineral Lease recorded at Volume 3697, Page 523, of the Official Public Records of Johnson County, Texas. (Tract 70 covering 17.314 acres being called 26.97 acres)

114. Oil, Gas and Mineral Lease dated June 4, 2004, between Michael E. Pennington and wife, Debra Pennington, as Lessor, and Devon Energy Operating Company, L.P., as Lessee, recorded at Volume 3354, Page 430, of the Official Public Records of Johnson County, Texas. (Tract 71 covering 0.740 of an acre being called 0.74 of an acre)

115. Oil and Gas Lease dated May 20, 2008, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4389, Page 576, of the Official Public Records of Johnson County, Texas. (Tract 72 insofar as it covers a called 3.278 acres)

116. Oil and Gas Lease dated May 22, 2006, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3827, Page 443 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

117. Oil and Gas Lease dated May 12, 2006, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3818, Page 190 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

118. Oil and Gas Lease dated May 22, 2006, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 369 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

119. Oil and Gas Lease dated May 26, 2006, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 3839, Page 387 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

120. Oil and Gas Lease dated January 24, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 612 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

121. Oil and Gas Lease dated January 24, 2007, between The Linda L. Downey 2003 Trust, Linda L. Downey, Trustee, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4075, Page 627 of the Official Public Records of Johnson County, Texas. (Tracts 1, 2, 3, 3a, 4, 5, 6, 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, 7i, 7j, 8, 27, 50, 51, 52, 53, 54, and 55 insofar as it covers a called 81.64 acres)

122. Oil and Gas Lease dated October 12, 2007, between Angela Hinner, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 559 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

123. Oil and Gas Lease dated October 10, 2007, between Carolyn Galloway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 555 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

124. Oil and Gas Lease dated October 22, 2007, between James B. Estes, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4228, Page 262 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

125. Oil and Gas Lease dated October 9, 2007, between Jack M. Estes, III, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4216, Page 551 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

126. Oil and Gas Lease dated November 26, 2007, between The Don H. Maines 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 467 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

127. Oil and Gas Lease dated November 5, 2007, between The Linda L. Downey 2003 Trust, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded in Volume 4246, Page 454 of the Official Public Records of Johnson County, Texas. (Tracts 28a, 28b, 28c, 28d, 28e, 28f, 28g, 28h, 28i, 28j, 28k, 28l, 28m, 28n, and 28o covering a called 10.00 acres)

Insofar as said Oil, Gas and Mineral Leases cover all depths.

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF

THAT CERTAIN 1ST AMENDED DESIGNATION OF UNIT

RICE GAS UNIT

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

Metes and Bounds Description of a 308.97 acre Pooled Unit located in the M. W. Sanders Survey, Abstract No. 793, W. T. Wise Survey, Abstract No. 919, A. Foster Survey, Abstract No. 284, I. W. Renfro Survey, Abstract No. A–739, J. G. Brown Survey, Abstract No. 95, and J. Rea Survey, Abstract No. 1228, Johnson County, Texas, and being a portion of land owned by John Bernard Erickson, and wife Bonnie Blanton Erickson as recorded in Volume 712, Page 736 of the Deed Records of Johnson County, Texas.

BEGINNING at a point in said Erickson tract for corner, from which a 1/2 inch iron rod being the southeast corner of said Erickson tract bears N 78°57'33" E, 103.80 feet;

THENCE N 38°59'31" E, 417.88 feet to a point for corner;

THENCE S 50°54'25" E, 90.54 feet to a point for corner;

THENCE N 39°02'28" E, 171.12 feet to a point for corner;

THENCE N 29°37'39" W, 51.78 feet to a point for corner;

THENCE N 60°47'01" E, 582.20 feet to a point for corner;

THENCE N 59°48'28" E, 674.77 feet to a point for corner;

THENCE S 25°40'56" E, 156.73 feet to a point for corner;

THENCE S 59°57'34" W, 336.23 feet to a point for corner;

THENCE S 30°02'26" E, 320.00 feet to a point for corner;

THENCE N 59°57'34" E, 314.81 feet to a point for corner;

THENCE S 28°01'15" E, 234.56 feet to a point for corner;

THENCE S 78°41'19" W, 166.73 feet to a point for corner;

THENCE S 09°38'52" E, 426.57 feet to a point for corner;

THENCE S 08°13'27" E, 233.23 feet to a point for corner;

THENCE N 60°33'52" E, 572.37 feet to a point for corner;

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO B PROSPECT	DATE: 06/06/08	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

THENCE S 04°41'26" E, 441.06 feet to a point for corner;

THENCE N 60°02'44" E, 129.91 feet to a point for corner;

THENCE N 60°56'48" E, 439.82 feet to a point for corner;

THENCE S 28°59'48" E, 1,044.66 feet to a point for corner;

THENCE S 62°05'03" W, 85.48 feet to a point for corner;

THENCE S 30°01'44" E, 661.50 feet to a point for corner;

THENCE N 59°39'36" E, 175.94 feet to a point for corner;

THENCE N 59°22'00" E, 296.61 feet to a point for corner;

THENCE S 29°37'33" E, 657.19 feet to a point for corner;

THENCE S 60°23'30" W, 152.69 feet to a point for corner;

THENCE S 30°01'45" E, 650.19 feet to a point for corner;

THENCE N 59°48'28" E, 185.36 feet to a point for corner;

THENCE S 26°18'46" E, 72.75 feet to a point for corner;

THENCE S 26°42'37" E, 627.04 feet to a point for corner;

THENCE S 60°27'03" W, 422.86 feet to a point for corner;

THENCE S 60°39'04" W, 245.22 feet to a point for corner;

THENCE S 60°22'24" W, 681.13 feet to a point for corner;

THENCE S 60°14'56" W, 1,292.20 feet to a point for corner;

THENCE N 31°27'18" W, 814.88 feet to a point for corner;

THENCE N 67°39'05" E, 26.00 feet to a point for corner;

THENCE N 31°13'05" W, 368.35 feet to a point for corner;

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

ROMFRO B PROSPECT	DATE: 06/09/09	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

THENCE N 23°38'58" W, 278.39 feet to a point for corner;

THENCE N 05°43'26" W, 286.54 feet to a point for corner;

THENCE S 87°04'43" W, 33.24 feet to a point for corner;

THENCE S 87°00'50" W, 191.81 feet to a point for corner;

THENCE N 02°48'43" W, 313.24 feet to a point for corner;

THENCE S 87°06'10" W, 262.62 feet to a point for corner;

THENCE N 02°53'50" W, 294.25 feet to a point for corner;

THENCE S 86°15'54" W, 269.18 feet to a point for corner;

THENCE N 00°52'37" W, 363.70 feet to a point for corner;

THENCE S 86°09'51" W, 314.14 feet to a point for corner;

THENCE N 03°23'00" W, 987.64 feet to a point for corner;

THENCE N 52°10'54" W, 91.64 feet to a point for corner;

THENCE N 52°29'34" W, 414.51 feet to a point for corner;

THENCE N 01°18'26" E, 840.58 feet to a point for corner;

THENCE N 51°06'42" W, 90.00 feet to the Point of Beginning, containing 308.97 acres or 13,458,645.5 square feet more or less.

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO & PROSPECT	DATE: 06/09/09	DRAWN: JLT

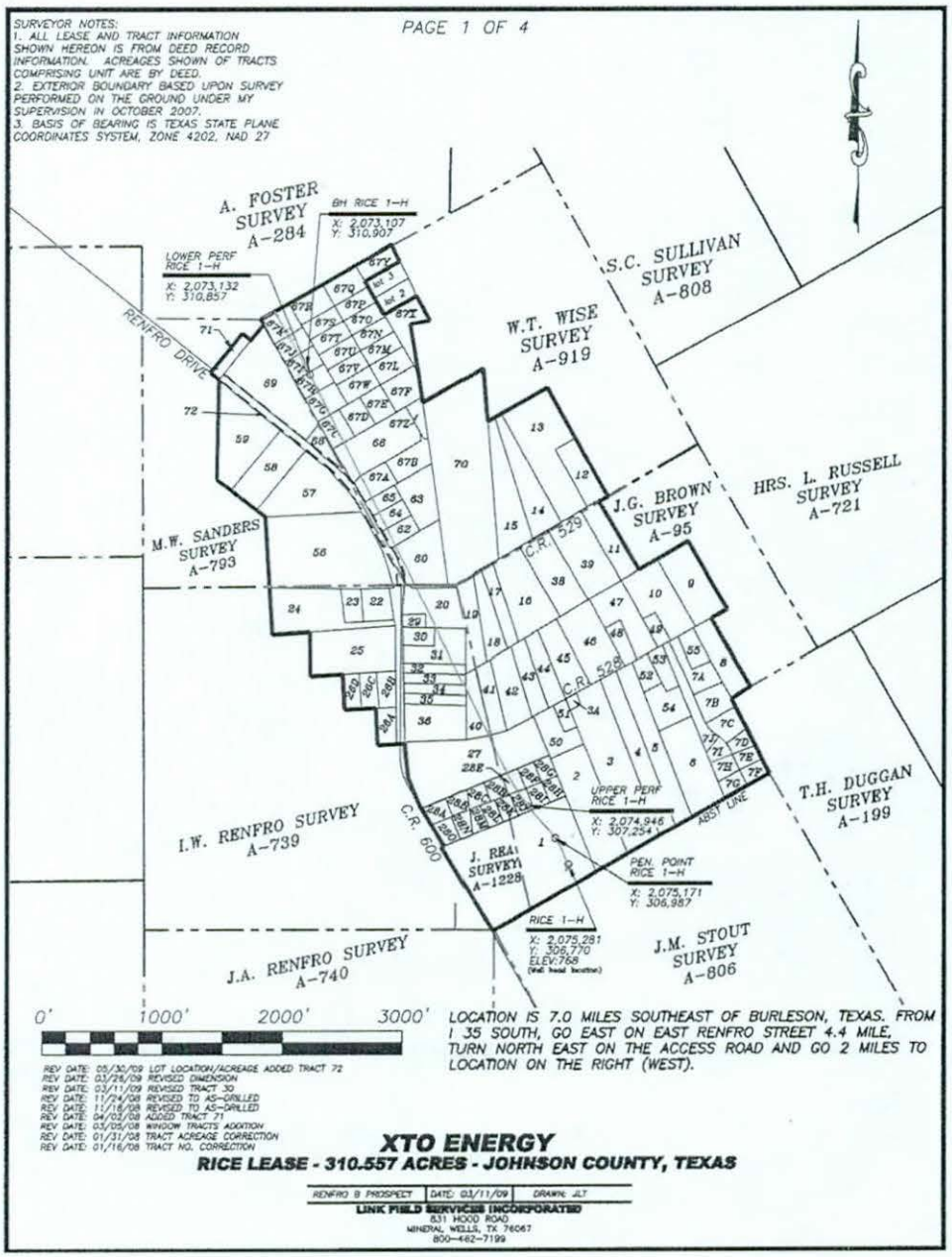
LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

EXHIBIT "C"

ATTACHED TO AND MADE A PART OF

THAT CERTAIN 1ST AMENDED DESIGNATION OF UNIT

RICE GAS UNIT



SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

	MINERAL OWNER	ACREAGE
1	Rice Family Trust B	17.906
2	Clarence L. Mayberry	6.190
3	Robert Richard Powell	10.000
3A	Larry Joseph Powell etux Melissa	1.000
4	Joe and Katie Lindamood	4.705
5	Woodrow Lloyd Kelly	5.000
6	Robert and Beverly Britton	5.250
7A	William J. Horn	1.678
7B	James Ancy etux Roxanne	1.552
7C	William Manry etux Jo Ann	1.279
7D	W Scott Fort etux Natascha	0.617
7E	Candice Dipple	0.643
7F	Robert Amuller	0.677
7G	Merlyn Riglen etux Colleen	0.691
7H	Mike Muse etux Tammy	0.713
7I	Billy Chappell etux Kathy	0.594
7J	Willard D. Willis	1.765
8	William and Patricia Payne	2.639
9	Kyle and Christy Mann	4.430
10	Scott and Sharon Horn	4.448
11	Apolonio and Elena Gayton	2.600
12	Charles and Shelly Cox	2.517
13	George and Becky Fenster	8.106
14	Raymond and Judy Johnson	4.118
15	Charles and Juanita Romgardner	4.984
16	Kenneth Neu	5.092
17	Dana Powell	1.658
18	Jimmy and Sherry Cate	2.029
19	Benny and Madeline Cate	2.024
20	Charles and Karyn Franklin	3.831
22	John and Elizabeth Jenkins	1.733
23	Thomas and Mary Lee Grant	1.000
24	Jack and Linda Gilman	5.600
25	Gregory and Becky Prince	6.248
26A	Terry Dingler etux Saundra	1.389
26B	Larry G. Prince	1.253
26C	Jeffery Wood etux Laura	0.992
26D	Rene Moreno etux Irene	0.984
27	Gordon and Sandra Buswell	10.026

	MINERAL OWNER	ACREAGE
28A	Gary Louis Kilgore	0.745
28B	Steven Marsh etux Melody	0.604
28C	Linda Clemons	0.638
28D	David Bankston etux Regina	0.634
28E	Jack Felt etux Jane	0.623
28F	Joe Fisher etux Virginia	0.613
28G	Worden Giles etux Wilma	0.605
28H	Curtis Wilson etux Larea	0.603
28I	Robert Scott etux Susan	0.601
28J	Marie Miller	0.602
28K	Royce Hearne	0.600
28L	Arville Stinnett etux Rebecca	0.593
28M	Dawn Moore	0.570
28N	Minnie Woody	0.600
28O	Angela Beaty	0.768
29	James Duff	0.580
30	Bradley Cate	1.090
31	Benny Cate	3.145
32	Aaron Buck	1.064
33	Billie Cate	1.064
34	Myles Carroll	1.064
35	Robert Hinderliter	1.064
36	Howard Price	4.402
38	David Johnson	4.111
39	Dorond Ciesynski	4.870
40	Charles Denson	2.088
41	Russell Houghton	2.048
42	Marvin McCullough	3.082
43	Thomas Sevier	2.055
44	Holly Reynolds	2.055
45	Barbara Euckert	2.890
46	Kenneth Hawkins	4.739
47	Allen Willis	3.520
48	Allen Willis	1.060
49	Dianne Humphries	0.750
50	Gregg Fanning	2.004
51	Gregg Fanning	0.630
52	Willard Willis	1.000
53	Jimmy Britton	1.000

REV DATE: 05/30/09 LOT LOCATION/ACREAGE ADDED TRACT 72
REV DATE: 03/31/09 REVISED TRACT OWNER INFORMATION
REV DATE: 11/18/08 REVISED ACREAGE ON TRACT 30
REV DATE: 04/02/08 ADDED TRACT 71
REV DATE: 03/05/08 WINDOW TRACTS ADDITION
REV DATE: 01/31/08 TRACT ACREAGE CORRECTION
REV DATE: 01/16/08 TRACT NO. CORRECTION

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO B PROSPECT	DATE: 11/25/08	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-482-7199

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27

	MINERAL OWNER	ACREAGE
54	Willard Willis	2.261
55	Derek Morris	1.072
56	McCarty, Suzanne	13.648
57	Fincher, Lena	6.509
58	Fincher, Lena	4.190
59	Massey, Harold	6.451
60	Iljazi, Seydat	4.289
62	Mahan, Eddie	1.108
63	Maddock, Kimberly	2.669
64	Ward, Darrell	1.107
65	Sapp, Leon	1.107
66	Canna Baptist Church	5.230
67A	Melisa Burdette	1.465
67B	Frank Mitchell	1.798
67C	Michael L Jenkins etux Lisa	1.240
67D	Day Cloninger etux Deborah	1.197
67E	Gary Schwein etux Letitia	1.196
67F	James Webb etux Karen	1.774
67G	Robert F Scott	1.391
67H	David R Stanton	1.121
67I	John C Gezel etux Sheryl	1.115
67J	Doran R Card etux Debra	1.100
67K	Gary A Browning	1.445
67L	Robert C Woolf etux Lydia	1.359
67M	Octavio Valenzuela etux Maria	1.065
67N	James C Harvey Jr etux Sandra	1.065
67O	Michael D Kerr	1.065
67P	Wayne A Len etux Pamela	1.065
67Q	Bobby J White	1.532
67R	Linda Limbaugh	1.532
67S	Freddy Patton	1.065
67T	Richard D Martin etux Nada	1.065
67U	Eugene R Brymer etux Gertha	1.065
67V	Timmothy Redwine etux Lanie	1.065
67W	Donald Russel etux Carolyn	1.360
67X	R C Severns	2.044
67Y	Robert L Wolfe etux Sharon	1.224
67Z	Canna Baptist Church	0.689
68	Keller, Robert	1.300
69	Canna Baptist Church	8.871
70*	Pugh, David and Sue	17.314
71	Pennington, Michael E. and Debra	0.740
72	State of Texas (Rd Easement 60')	3.278

REV DATE: 05/30/09 LOT LOCATION/ACREAGE ADDED TRACT 72
REV DATE: 03/23/09 REVISED TRACT OWNER INFORMATION
REV DATE: 11/18/08 REVISED ACREAGE ON TRACT 30
REV DATE: 04/02/08 ADDED TRACT 71
REV DATE: 03/05/08 WINDOW TRACTS ADDITION
REV DATE: 01/31/08 TRACT ACREAGE CORRECTION
REV DATE: 01/16/08 TRACT NO. CORRECTION

XTO ENERGY

RICE LEASE - 310.557 ACRES - JOHNSON COUNTY, TEXAS

RENFRO B PROSPECT	DATE: 11/25/08	DRAWN: JLT

LINK FIELD SERVICES INCORPORATED
631 HOOD ROAD
MINERAL WELLS, TX 76067
800-482-7199

7.

File No. MF 108884
Amended Designation
of Unit.
Date Filed: 3/10/10
Jerry Patterson, Commissioner
By:

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 2, 2010

XTO Energy, Inc.
810 Houston Street
Ft. Worth, TX 76102

Re: State Lease MF108884 - **Please refer to this lease number with all correspondence**
Rice 01 H
142727

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

DIVISION ORDER

MF108884
Unit 4708

TO: XTO Energy, Inc.
810 Houston Street
Fort Worth, TX 76102

Date: **February 8, 2010**

Analyst Initials: **PAB/lre**

Property Number: **142727**

Effective Date: **Date of first sales**

Property Name: **Rice 01 H**

Operator: **XTO Energy, Inc.**

County & State: **Johnson County, TX**

Property Description: **310.557 ACRES OF THE I.W. RENFRO SVY A-739,J.REA SVY A-1228,J.G.BROWN SVY A-95,W.T WISE SVY,A-919 AND M.W. SANDERS SVY A-793, JOHNSON CO. TX.**

____ **Oil** **X** **Gas** ____ **Other** _____

Owner Name & Address:	COMMISSIONER OF THE GENERAL LAND OFFICE, STATE OF TEXAS PO BOX 12873 AUSTIN, TX 78711-2873	Owner Number:	89042
		Type of Interest:	ROYALTY
		Decimal Interest:	0.002714030

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____ _____

Owner(s) Tax ID or SS Number(s): _____ _____

Owner Daytime Telephone #: _____ _____

Owner FAX Telephone #: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

********KEEP THIS COPY FOR YOUR FILES********

File No. MF108884 8.

DIVISION ORDER

Date Filed: 3/2/10

Jerry E. Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 27, 2011

XTO Energy, Inc.
810 Houston Street
Ft. Worth, TX 76102

Re: State Lease MF108884, MF111771
Molar Unit 01H
142717

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

REVISED DIVISION ORDER

Internal Use Only
100W142717-710
S

TO:	XTO ENERGY INC. 810 Houston Street Fort Worth, Texas 76102	Date:	May 12, 2011
		Analyst Initials:	CSCH
Property Number:	142717	Effective Date:	FIRST SALES
Property Name:	MOLAR UNIT 01H	Product:	ALL
Operator:	XTO ENERGY INC.	MF	108844 111771
County & State:	JOHNSON COUNTY, TX		
Property Description:	SEE ATTACHED EXHIBIT "A"	UNIT#	#5123

Owner Name and address:	COMMISSIONER OF THE GENERAL LAND OFFICE, STATE OF TEXAS PO BOX 12873 AUSTIN, TX 787112873	OWNER NUMBER:	89042
		Type of Interest:	ROYALTY
		Decimal Interest:	0.003750190

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____ _____

Owner(s) Printed Name: _____ _____

Owner(s) Tax ID or SSN: [redacted]0108 _____

Owner Daytime Telephone #: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

********** SIGN AND RETURN THIS COPY TO XTO **********

EXHIBIT "A"

Internal Use Only
100W142717-710
S

Property Number: **142717** Date: **May 12, 2011**

Property Name: **MOLAR UNIT 01H**

County & State: **JOHNSON COUNTY, TX**

Property Description: **309.318 acres of land located in the H. Russell Survey, A-741, H.C. RenfroSurvey, A-738, I.W. Renfro Survey, A-739, M.W. Sanders Survey, A-793, A.Foster Survey, A-284, BBB & C RR Co. Survey, A-97, J.M. Zombrano Survey,A-934, and W.B. Capps Survey, A-140, Johnson County, Texas**

#9

File No. MF108884

DIVISION ORER

Date Filed: 5-18-11

Jerry E. Patterson, Commissioner

By B Boyd

2-18-11

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA11-199

Unit Number	*5123*		8-7-08
Operator Name	*XTO ENERGY INC*	*Effective Date*	~~5/20/2008~~
Customer ID	*C000044262*	*Unitized For*	*Oil & Gas*
Unit Name	*Molar Unit*	*Unit Term*	*0 Months*
County1	*Johnson*		
County 2		*Old Unit Number*	*Inactive Status Date*
County 3		*0*	
RRC District:	*05*	*0*	
Unit Type:	*Permanent*	*0*	
State Royalty Interest:	*0.0037501859*	*0*	
State Part in Unit:	*0.0150007436*	*0*	
Unit Depth	**All**	*Well:*	*Unit*
Below Depth	**0**	*Formation:*	*Barnett Shale*
Above Depth	**0**	*Participation Basis:*	
		[If Exclusions Apply: See Remarks]	

MF Number	**MF108884**		*Tract Number*	5	
Lease Acres	0.998	/	*Total Unit Acres*	309.318	=
Tract Participation:	0.0032265	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0008066		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	MF111771		*Tract Number*	6	
Lease Acres	3.642	/	*Total Unit Acres*	309.318	=
Tract Participation:	0.0117743	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remark*
Tract Royalty Participation	0.0029436		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	*RRC Number*
422513295000	0

Remarks: HROW Unit - Effective date is 5/20/08 - lease date; Barnett Shale

Prepared By:	B Boyd	*Prepared Date:*	7-22-11
GLO Base Updated By:	B Boyd	*GLOBase Date:*	7-22-11
RAM Approval By:	JK	*RAM Approval Date:*	8-2-2011
GIS By:		*GIS Date:*	

2nd AMENDMENT TO DESIGNATION OF UNIT
MOLAR UNIT

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

WHEREAS, the undersigned (whether one or more, the "Owner"), established the Molar Unit (the "Unit") out of the H. Russell Survey, Abstract No. 741, the H.C. Renfro Survey Survey, Abstract No. 738, the I.W. Renfro Survey, Abstract No. 739, the M. W. Sanders Survey, Abstract No. 793, the A. Foster Survey, Abstract No. 284, the B.B.B. & C.R.R. Survey, Abstract No. 97, the J.M. Zambrano Survey, Abstract No. 934, the W.T. Wise Survey, Abstract No. 919 and the W.B. Capps Survey, Abstract No. 140, Johnson County, Texas, as more particularly set forth in that certain Designation of Unit, dated effective August 7, 2008, recorded in Volume 4418, Page 125 of the Official Public Records of Johnson County, Texas; and in that certain First Amended Designation of Unit, dated effective August 7, 2008, recorded in Volume 4431, Page 846 of the Official Public Records of Johnson County, Texas. ("the Designation of Unit");

WHEREAS, the Designation of Unit pooled, consolidated, combined and unitized the oil, gas and mineral leases and the lands more particularly described and depicted in said Designation of Unit; and

WHEREAS, Owner has acquired additional leases covering lands located within the boundaries of the Unit, said leases being more particularly described on Exhibit "A" attached hereto, (the "Leases"), and Owner hereby desires to amend the Designation of Unit to include the Leases and lands covered by the Leases in said Unit; and

WHEREAS, Owner desires to correct the metes and bounds description described on Exhibit "B" and to correct the corresponding plat and tract acreages of Exhibit "C";

NOW, THEREFORE, in consideration of the premises, the undersigned, as the current owner and holder of the oil and gas leases subject to and described in the Unit, and described herein, acting under and by virtue of the power and authority conferred and granted by the provisions of the leases and/or the amendments thereto, and in accordance with the Designation of Unit, hereby amends said Unit by substituting the attached Exhibit "A", Exhibit "B" and Exhibit "C" in lieu of the previously attached Exhibit "A", Exhibit "B" and Exhibit "C" and the undersigned hereby pools, unitizes and combines the Leases and land covered thereby with the oil and gas leases and lands described in the Unit in accordance with the Designation of Unit.

The undersigned reserves the right, should there be a need to make any other corrections or revisions, including but not limited to, the right to commit to the Unit any newly acquired leases covering any unleased or non-pooled tract or tracts of land, or interest(s) therein, if any, located within the Unit boundaries. The undersigned specifically reserves the right to further amend or revise this Unit in any manner provided for in the Leases committed thereto, as herein amended, and in such event an appropriate amendment or instrument shall be filed for record in the county.

All of the terms and provisions of the Designation of Unit shall remain in full force and effect, except as herein amended, and the terms and provisions hereof shall be binding upon and inure to the benefit of the affected parties hereto, their heirs, legal representatives, successors and assigns.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

EFFECTIVE as of August 7, 2008, the effective date of the original Designation of Unit.

11-02-2

WORKING INTEREST OWNER:

XTO ENERGY INC.

X _____ AH

BY: Edwin S. Ryan, Jr.

Senior Vice President – Land Administration, of

XTO Energy Inc., a Delaware corporation

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28th day of March, 2011, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

DEDRA L. NUNEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/28/2012

_____
Notary Public in and for the State of Texas

My commission expires:
Jan. 28, 2012

Dedra L. Nuñez
Printed Name of Notary

11.02.2

EXHIBIT "A"

TO THAT CERTAIN
2nd AMENDMENT TO MOLAR UNIT

1. Oil, Gas and Mineral Lease dated February 23, 2006, between Carlene Palacios, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 144 of the Official Public Records of Johnson County, Texas. (Tract 1 covering 5.332 acres)
2. Paid Up Oil and Gas Lease dated September 30, 2006, between Foy J. Dunaway and wife, Virdie L. Dunaway, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 743 of the Official Public Records of Johnson County, Texas. (Tract 2 covering 5.385 acres)
3. Oil, Gas and Mineral Lease dated January 15, 2007, between Burleson Independent School District, as Lessor, and DDS Energy, as Lessee, recorded at Volume 4000, Page 254 of the Official Public Records of Johnson County, Texas. (Tract 3A covering 20.010 acres)
4. Oil, Gas and Mineral Lease dated September 11, 2006, between Wayne C. Landers, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 269 of the Official Public Records of Johnson County, Texas. (Tract 4A covering 1.478 acres)
5. Oil, Gas and Mineral Lease dated August 5, 2006, between Lena Gaynell Howard, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 93 of the Official Public Records of Johnson County, Texas. (Tract 4C covering 0.762 of an acre)
6. Oil, Gas and Mineral Lease dated December 4, 2006, between Jimmy W. Cude, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 277 of the Official Public Records of Johnson County, Texas. (Tract 5 covering 1.003 acres)
7. Oil, Gas and Mineral Lease dated July 3, 2006, between Elmo Coleman, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 127 of the Official Public Records of Johnson County, Texas. (Tract 6 covering 3.73 acres)
8. Memorandum of Oil and Gas Lease dated effective July 9, 2008, between Michael Elmo Coleman, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4410, Page 94 of the Official Public Records of Johnson County, Texas. (Tracts 6 and 7 covering 5.33 acres)
9. Memorandum of Oil and Gas Lease dated effective June 30, 2008, between Bryan Patrick Coleman a/k/a Bryan Coleman, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 135 of the Official Public Records of Johnson County, Texas. (Tracts 6 and 7 covering 5.33 acres)
10. Oil, Gas and Mineral Lease dated February 20, 2006, between Elmo Coleman, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 119 of the Official Public Records of Johnson County, Texas. (Tract 7 covering 1.60 acres)
11. Memorandum of Oil and Gas Lease dated effective July 2, 2008, between Tommy Earl Shepard, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 133 of the Official Public Records of Johnson County, Texas. (Tract 7 covering 1.60 acres)
12. Memorandum of Oil and Gas Lease dated effective July 3, 2008, between Judy Carol Shepard, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 137 of the Official Public Records of Johnson County, Texas. (Tract 7 covering 1.60 acres)
13. Oil, Gas and Mineral Lease dated April 16, 2009, between Amiee Dent and Michael Baker, wife and husband as community property, as Lessor, and XTO Energy Inc., as Lessee, recorded at Volume 4581, Page 400 of the Official Public Records of Johnson County, Texas. (Tract 8 covering 3.008 acres)
14. Oil, Gas and Mineral Lease dated August 31, 2006, between Allen R. Randell and wife, Betty J. Randell, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 20 of the Official Public Records of Johnson County, Texas. (Tracts 9 and 34 covering 5.026 acres)
15. Oil, Gas and Mineral Lease dated March 15, 2007, between Walter Eugene Sarbaugh and wife, Julia Ann Sarbaugh, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4136, Page 733 of the Official Public Records of Johnson County, Texas. (Tract 10A covering 1.176 acres)

11-02-2

16. Oil and Gas Lease dated January 31, 2008, between Rocky Branson and wife Angela J. Branson, as Lessor, and Hollis R. Sullivan, as Lessee, recorded at Volume 4350, Page 851 of the Official Public Records of Johnson County, Texas. (Tract 10B covering 3.359 acres)
17. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Todd C. McCleskey and wife, Mary-Margaret R. McCleskey, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 147 of the Official Public Records of Johnson County, Texas. (Tract 11 covering 0.440 of an acre)
18. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Richard M. McNeelege and wife, Amanda J. McNeelege, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 159 of the Official Public Records of Johnson County, Texas. (Tract 12 covering 0.399 of an acre)
19. Memorandum of Oil, Gas and Mineral Lease dated effective July 2, 2008, between Edward E. Reamy, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 161 of the Official Public Records of Johnson County, Texas. (Tracts 13, 18, 19, 21, 22, 23, and 26 covering 2.534 acres)
20. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Delbert E. O'Neal and wife, Phyllis K. O'Neal, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 145 of the Official Public Records of Johnson County, Texas. (Tract 14 covering 0.373 of an acre)
21. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Steven W. Amburn and wife, Debbie Amburn, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 151 of the Official Public Records of Johnson County, Texas. (Tract 15 covering 0.370 of an acre)
22. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Wesley D. Blake and wife, Carol A. Blake, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 157 of the Official Public Records of Johnson County, Texas. (Tract 16 covering 0.330 of an acre)
23. Oil, Gas and Mineral Lease dated January 5, 2011, between Amy E. Hunter and Gilbert Bryan Hunter, wife and husband, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Instrument No. 866 of the Official Public Records of Johnson County, Texas. (Tract 17 covering 0.331 of an acre)
24. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Kenneth D. Allshouse and wife, Robin L. Allshouse, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 143 of the Official Public Records of Johnson County, Texas. (Tract 20 covering 0.440 of an acre)
25. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Brant Ford Farris and Lee Ann Farris, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 153 of the Official Public Records of Johnson County, Texas. (Tract 24 covering 0.281 of an acre)
26. Memorandum of Oil, Gas and Mineral Lease dated effective June 26, 2008, between Misti Michelle Varnell and husband, Chad Edward Varnell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4404, Page 347 of the Official Public Records of Johnson County, Texas. (Tract 25 covering 0.350 of an acre)
27. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Cynthia J. Minor, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 155 of the Official Public Records of Johnson County, Texas. (Tract 27 covering 0.279 of an acre)
28. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Michael George Pavlovsky and wife, Angela Pavlovsky, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 149 of the Official Public Records of Johnson County, Texas. (Tract 28 covering 0.292 of an acre)
29. Memorandum of Oil, Gas and Mineral Lease dated effective July 1, 2008, between Troy Collin Stevens and wife, LeAnn Marie Samuel-Stevens, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 141 of the Official Public Records of Johnson County, Texas. (Tract 29 covering 0.343 of an acre)
30. Memorandum of Oil, Gas and Mineral Lease dated effective October 22, 2007, between Walter S. West and wife, Lynda Cheryl West, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 156 of the Official Public Records of Johnson County, Texas. (Tract 30 covering 1.184 acres)
31. Oil, Gas and Mineral Lease dated December 22, 2006, between William M. Tabor, Jr and wife, Kay B. Tabor, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 236 of the Official Public Records of Johnson County, Texas. (Tract 32 covering 1.001 acres)

11.02.2

32. Oil, Gas and Mineral Lease dated November 17, 2006, between Walter Eugene Sarbaugh and wife, Julia Ann Sarbaugh, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 245 of the Official Public Records of Johnson County, Texas. (Tract 33 covering 1.001 acres)
33. Oil, Gas and Mineral Lease dated August 8, 2006, between Byron F. Black and wife, Barbara Black, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4136, Page 697 of the Official Public Records of Johnson County, Texas. (Tracts 35 and 36 covering 2.004 acres).
34. Oil, Gas and Mineral Lease dated August 31, 2006, between Victoria Blanton, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3896, Page 989 of the Official Public Records of Johnson County, Texas. (Tract 37 covering 1.004 acres).
35. Oil, Gas and Mineral Lease dated August 31, 2006, between Juanita Watkins, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 1 of the Official Public Records of Johnson County, Texas. (Tract 38 covering 0.897 of an acre).
36. Oil, Gas and Mineral Lease dated August 31, 2006, between Robert J. Pulliam and Nelda S. Pulliam, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 30 of the Official Public Records of Johnson County, Texas. (Tract 39 covering 0.986 of an acre).
37. Memorandum of Oil, Gas and Mineral Lease dated effective June 15, 2007, between James A. Bender, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4133, Page 223 of the Official Public Records of Johnson County, Texas. (Tract 40 covering 1.057 acres)
38. Oil, Gas and Mineral Lease dated August 31, 2006, between Linda Lee Terry a/k/a Linda Lee Lyons, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 10 of the Official Public Records of Johnson County, Texas. (Tracts 42 and 43 covering 2.249 acres).
39. Oil, Gas and Mineral Lease dated April 20, 2006, between Laura L. Aday, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 110 of the Official Public Records of Johnson County, Texas. (Tract 44 covering 20.816 acres).
40. Oil, Gas and Mineral Lease dated April 20, 2006, between C. S. Ledbetter, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 101 of the Official Public Records of Johnson County, Texas. (Tract 45 covering 13.176 acres).
41. Oil, Gas and Mineral Lease dated November 6, 2006, between Colby B. Nowlin and wife, Fanchon Nowlin, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 226 of the Official Public Records of Johnson County, Texas. (Tract 46 covering 1.070 acres).
42. Oil, Gas and Mineral Lease dated May 2, 2007, between Marvin E. Montgomery and wife, Candice A. Montgomery, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4089, Page 896 of the Official Public Records of Johnson County, Texas. (Tract 47 covering 0.458 of an acre).
43. Oil, Gas and Mineral Lease dated September 12, 2006, between Julia Francis Goodyear, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 295 of the Official Public Records of Johnson County, Texas. (Tract 48 covering 2.169 acres).
44. Oil, Gas and Mineral Lease dated February 2, 2007, between Valerie O'Brien f/k/a Valerie Morris Ryals, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4145, Page 627 of the Official Public Records of Johnson County, Texas. (Tract 49 covering 1.415 acres).
45. Oil, Gas and Mineral Lease dated September 15, 2006, between Clyde Odom Parnell, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 304 of the Official Public Records of Johnson County, Texas. (Tract 50 covering 1.331 acres).
46. Oil, Gas and Mineral Lease dated November 8, 2006, between Arnold Joseph Schulter and wife, Elaine Marie Schulter, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 164 of the Official Public Records of Johnson County, Texas. (Tract 51 covering 0.707 of an acre).
47. Oil, Gas and Mineral Lease dated November 6, 2006, between Wayne E. Clark and wife, Elizabeth Clark, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 155 of the Official Public Records of Johnson County, Texas. (Tract 52 covering 0.708 of an acre).

11.02.2

48. Oil, Gas and Mineral Lease dated December 1, 2006, between James E. Davis and wife, Geraldine Davis, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 146 of the Official Public Records of Johnson County, Texas. (Tract 53 covering 0.710 of an acre).
49. Oil, Gas and Mineral Lease dated January 3, 2007, between Joshua T. Starkey and wife, Regan R. Starkey, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 173 of the Official Public Records of Johnson County, Texas. (Tract 54 covering 0.709 of an acre).
50. Oil, Gas and Mineral Lease dated November 7, 2006, between Carmen Irene Anderson, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 137 of the Official Public Records of Johnson County, Texas. (Tract 55 covering 0.709 of an acre).
51. Memorandum of Oil, Gas and Mineral Lease dated effective December 12, 2006, between Frank Sabine, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 609 of the Official Public Records of Johnson County, Texas. (Tract 56 covering 0.710 of an acre).
52. Oil, Gas and Mineral Lease dated January 18, 2007, between Sandra Parks, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4152, Page 124 of the Official Public Records of Johnson County, Texas. (Tract 57 covering 0.750 of an acre).
53. Memorandum of Oil, Gas and Mineral Lease dated effective January 2, 2007, between Steven Ray Dean and wife, Lachel Avline Dean, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3995, Page 650 of the Official Public Records of Johnson County, Texas. (Tract 59 covering 0.752 of an acre).
54. Oil, Gas and Mineral Lease dated December 30, 2006, between Clifford J. Cavender and wife, Helen C. Cavender, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 182 of the Official Public Records of Johnson County, Texas. (Tract 60 covering 0.752 of an acre).
55. Oil, Gas and Mineral Lease dated December 30, 2006, between Clifford J. Cavender and wife, Helen C. Cavender, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 182 of the Official Public Records of Johnson County, Texas. (Tract 60 covering 0.752 of an acre).
56. Oil, Gas and Mineral Lease dated November 22, 2006, between Garrett R. Gilreath, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 119 of the Official Public Records of Johnson County, Texas. (Tract 61 covering 0.753 of an acre).
57. Oil, Gas and Mineral Lease dated March 30, 2007, between Linda A. Mills, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4145, Page 600 of the Official Public Records of Johnson County, Texas. (Tract 62 covering 1.828 acres).
58. Oil, Gas and Mineral Lease dated April 28, 2010, between Vincent Hawkes, a married person dealing in his sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 12410 of the Official Public Records of Johnson County, Texas. (Tract 63 covering 0.775 of an acre).
59. Oil, Gas and Mineral Lease dated December 29, 2006, between Gary D. Byington and wife, Cynthia R. Byington, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 191 of the Official Public Records of Johnson County, Texas. (Tract 64 covering 0.750 of an acre).
60. Memorandum of Oil, Gas and Mineral Lease dated effective December 9, 2006, between Jimmy Ray Washuleski and wife, Debbie D. Washuleski, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 605 of the Official Public Records of Johnson County, Texas. (Tract 65 covering 0.753 of an acre).
61. Oil, Gas and Mineral Lease dated December 12, 2006, between Gerald A. Abrams and wife, Norma L. Abrams, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 101 of the Official Public Records of Johnson County, Texas. (Tract 66 covering 0.753 of an acre).
62. Oil, Gas and Mineral Lease dated November 24, 2006, between Robin Lynn Clements, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 91 of the Official Public Records of Johnson County, Texas. (Tract 67 covering 0.753 of an acre).
63. Oil, Gas and Mineral Lease dated January 25, 2007, between Jerry P. Murray and wife, Laquetta G. Murray, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4089, Page 906 of the Official Public Records of Johnson County, Texas. (Tract 68 covering 0.752 of an acre).

11.02.2

64. Oil, Gas and Mineral Lease dated November 29, 2006, between James R. Hunter, a married person, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 82 of the Official Public Records of Johnson County, Texas. (Tract 69 covering 0.753 of an acre).
65. Oil, Gas and Mineral Lease dated November 30, 2006, between Harry W. Young, Jr., as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 73 of the Official Public Records of Johnson County, Texas. (Tract 70 covering 0.758 of an acre).
66. Oil, Gas and Mineral Lease dated February 3, 2007, between Janice M. Smith, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4152, Page 106 of the Official Public Records of Johnson County, Texas. (Tract 71 covering 0.747 of an acre).
67. Oil, Gas and Mineral Lease dated January 5, 2007, between Thomas N. Thrower and wife, I Sue Thrower, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 200 of the Official Public Records of Johnson County, Texas. (Tract 72 covering 0.754 of an acre).
68. Oil, Gas and Mineral Lease dated December 19, 2006, between John Tubbs and wife, Gail Tubbs, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 64 of the Official Public Records of Johnson County, Texas. (Tract 73 covering 0.754 of an acre).
69. Oil, Gas and Mineral Lease dated November 6, 2006, between Edward Walter Jann and wife, Debra Ann Jann, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 55 of the Official Public Records of Johnson County, Texas. (Tract 74 covering 0.758 of an acre).
70. Oil, Gas and Mineral Lease dated July 27, 2006, between Richard B. O'Dell and wife, Janis Kay O'Dell, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 66 of the Official Public Records of Johnson County, Texas. (Tract 75 covering 3.99 acres).
71. Oil, Gas and Mineral Lease dated October 11, 2006, between Stephen Jay Webb and wife, Paula McBride Webb, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 699 of the Official Public Records of Johnson County, Texas. (Tract 76 covering 3.083 acres).
72. Oil, Gas and Mineral Lease dated August 3, 2006, between Roger E. Moore and wife, Tamra F. Moore, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 75 of the Official Public Records of Johnson County, Texas. (Tract 77 covering 4.831 acres).
73. Oil, Gas and Mineral Lease dated August 3, 2006, between Roger E. Moore and wife, Tamra F. Moore, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 84 of the Official Public Records of Johnson County, Texas. (Tract 78 covering 2.538 acres).
74. Oil, Gas and Mineral Lease dated November 6, 2006, between Stephen W. Griffin and wife, Kathleen D. Griffin, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 708 of the Official Public Records of Johnson County, Texas. (Tract 79 covering 1.640 acres).
75. Oil, Gas and Mineral Lease dated November 6, 2006, between Michael L. Day and wife, Sandra G. Day, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 981 of the Official Public Records of Johnson County, Texas. (Tract 80 covering 1.723 acres).
76. Oil, Gas and Mineral Lease dated March 30, 2007, between Thomas P. Mills and Linda A. Mills, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4145, Page 609 of the Official Public Records of Johnson County, Texas. (Tract 81 covering 1.258 acres).
77. Oil, Gas and Mineral Lease dated March 30, 2007, between Thomas P. Mills and Linda A. Mills, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4136, Page 715 of the Official Public Records of Johnson County, Texas. (Tract 81 covering 1.258 acres).
78. Oil, Gas and Mineral Lease dated November 2, 2006, between Henry Massey and wife, Judy A. Massey, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 972 of the Official Public Records of Johnson County, Texas. (Tract 83 covering 1.322 acres).
79. Oil, Gas and Mineral Lease dated October 4, 2006, between Craig R. Fields and wife, Theresa D. Fields, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 990 of the Official Public Records of Johnson County, Texas. (Tract 84 covering 1.284 acres).

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80. Oil, Gas and Mineral Lease dated January 9, 2007, between Preston W. Wiggins and wife, Paula D. Wiggins, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 1 of the Official Public Records of Johnson County, Texas. (Tract 85 covering 1.163 acres).
81. Oil, Gas and Mineral Lease dated November 6, 2006, between Craig Stepan and wife, Lisa Stepan, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 10 of the Official Public Records of Johnson County, Texas. (Tract 86 covering 1.090 acres).
82. Oil, Gas and Mineral Lease dated August 25, 2006, between Sheila Sue Box, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 19 of the Official Public Records of Johnson County, Texas. (Tract 87 covering 1.145 acres).
83. Oil, Gas and Mineral Lease dated November 28, 2006, between Steven J. Baldwin and wife, Joyce A. Baldwin, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 28 of the Official Public Records of Johnson County, Texas. (Tract 88 covering 1.218 acres).
84. Oil, Gas and Mineral Lease dated October 31, 2006, between Norma Jane Hefley, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 37 of the Official Public Records of Johnson County, Texas. (Tracts 89, 90, and 91 covering 3.275 acres).
85. Oil, Gas and Mineral Lease dated March 6, 2007, between Claire M. Wallace, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4089, Page 933 of the Official Public Records of Johnson County, Texas. (Tract 92 covering 1.14 acres).
86. Oil, Gas and Mineral Lease dated November 7, 2006, between Neal Sowers and wife, Angela Sowers, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 880 of the Official Public Records of Johnson County, Texas. (Tract 93 covering 1.31 acres).
87. Oil, Gas and Mineral Lease dated December 4, 2006, between Barbara I. Nelson and Barbara N. Black, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 889 of the Official Public Records of Johnson County, Texas. (Tract 94 covering 1.076 acres).
88. Oil, Gas and Mineral Lease dated November 18, 2006, between Larry Fulp, a married person, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 898 of the Official Public Records of Johnson County, Texas. (Tract 95 covering 2.376 acres).
89. Oil, Gas and Mineral Lease dated December 15, 2010, between Kirk Washington, a single person, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 3295 of the Official Public Records of Johnson County, Texas. (Tract 96 covering 1.219 acres).
90. Oil, Gas and Mineral Lease dated January 9, 2007, between Nancy Neubauer, formerly known as Nancy Jean Gachowsky, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 46 of the Official Public Records of Johnson County, Texas. (Tract 97 covering 1.279 acres).
91. Oil, Gas and Mineral Lease dated October 5, 2006, between Dana E. Hamilton and wife, Cara S. Hamilton, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 917 of the Official Public Records of Johnson County, Texas. (Tract 98 covering 1.359 acres).
92. Oil, Gas and Mineral Lease dated August 19, 2006, between Robert W. Smith and wife, Carolyn A. Smith, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 926 of the Official Public Records of Johnson County, Texas. (Tract 99 covering 1.137 acres).
93. Oil, Gas and Mineral Lease dated October 14, 2006, between Eileen Montgomery, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 935 of the Official Public Records of Johnson County, Texas. (Tract 100 covering 1.024 acres).
94. Oil, Gas and Mineral Lease dated November 11, 2006, between William L. Jenkins and wife, Donna D. Jenkins, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 944 of the Official Public Records of Johnson County, Texas. (Tract 101 covering 1.024 acres).
95. Oil, Gas and Mineral Lease dated July 31, 2006, between Cheri Stephens, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 48 of the Official Public Records of Johnson County, Texas. (Tract 102 covering 0.994 of an acre).

96. Oil, Gas and Mineral Lease dated November 27, 2006, between Paul William Olson, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 953 of the Official Public Records of Johnson County, Texas. (Tract 103 covering 0.937 of an acre).

97. Oil, Gas and Mineral Lease dated February 28, 2007, between P. Vernon Yeager Jr. and wife, Sally Stewart Yeager, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4089, Page 924 of the Official Public Records of Johnson County, Texas. (Tract 104 covering 0.935 of an acre).

98. Oil, Gas and Mineral Lease dated December 20, 2006, between Camillia D. Wood, AKA Tina Wood, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 962 of the Official Public Records of Johnson County, Texas. (Tract 105 covering 3.404 acres).

99. Oil and Gas Lease dated February 26, 2007, between Carey Black, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 328 of the Official Public Records of Johnson County, Texas. (Tract 106 covering 1.084 acres).

100. Oil and Gas Lease dated October 30, 2006, between Walter F. Sears and wife, Judy Sears, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 1 of the Official Public Records of Johnson County, Texas. (Tract 107A covering 0.844 of an acre).

101. Oil and Gas Lease dated October 30, 2006, between Kent Alton Kelso and wife, Carolyn L. Kelso, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 5 of the Official Public Records of Johnson County, Texas. (Tract 107B covering 0.811 of an acre).

102. Oil and Gas Lease dated November 1, 2006, between Joseph L. Confessore and wife, Donna Confessore, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3950, Page 987 of the Official Public Records of Johnson County, Texas. (Tract 108 covering 1.015 acres).

103. Oil, Gas and Mineral Lease dated February 7, 2011, between Donald Royce McRay and Janis Lynn McRay, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 4165 of the Official Public Records of Johnson County, Texas. (Tract 109 covering 1.510 acres).

104. Oil, Gas and Mineral Lease dated November 6, 2006, between Richard Edmonds and wife, Genna Edmonds, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 789 of the Official Public Records of Johnson County, Texas. (Tract 110 covering 0.917 acres).

105. Oil, Gas and Mineral Lease dated November 1, 2006, between J K Petre, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 780 of the Official Public Records of Johnson County, Texas. (Tract 111 covering 1.208 acres).

106. Oil, Gas and Mineral Lease dated November 6, 2006, between Joe Elroy McCarver, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 771 of the Official Public Records of Johnson County, Texas. (Tract 112 covering 1.239 acres).

107. Oil, Gas and Mineral Lease dated December 2, 2006, between Rhonda L. Reed, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 871 of the Official Public Records of Johnson County, Texas. (Tract 113 covering 1.291 acres).

108. Oil, Gas and Mineral Lease dated November 13, 2006, between David W. Box and wife, Thea Linda Box, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 862 of the Official Public Records of Johnson County, Texas. (Tract 114 covering 1.131 acres).

109. Oil, Gas and Mineral Lease dated November 26, 2006, between Cynthia Ann Raines F/K/A Cynthia Ann Marshall, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 853 of the Official Public Records of Johnson County, Texas. (Tract 115 covering 1.044 acres).

110. Oil, Gas and Mineral Lease dated March 11, 2008, between Rafael Leos and wife, Rebecca Leos, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4362, Page 468 of the Official Public Records of Johnson County, Texas. (Tract 116 covering 1.038 acres).

111. Oil, Gas and Mineral Lease dated November 10, 2006, between Larry Wallace Kniffin and wife, Davina Kniffin, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 844 of the Official Public Records of Johnson County, Texas. (Tract 117 covering 1.016 acres).

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112. Oil, Gas and Mineral Lease dated November 18, 2006, between Barbara Lee Gardner, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 835 of the Official Public Records of Johnson County, Texas. (Tract 118 covering 1.165 acres).

113. Oil and Gas Lease dated November 13, 2006, between Joseph D. Mulholland and wife, Jan L. Mulholland, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3964, Page 990 of the Official Public Records of Johnson County, Texas. (Tract 119 covering 1.072 acres).

114. Oil, Gas and Mineral Lease dated November 16, 2006, between Timothy Wilbur Manley and wife, Debra Lynn Manley, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 826 of the Official Public Records of Johnson County, Texas. (Tract 120 covering 1.235 acres).

115. Oil and Gas Lease dated November 16, 2006, between Dwight L. Quarles and wife, R. Sue Quarles, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3964, Page 982 of the Official Public Records of Johnson County, Texas. (Tract 121 covering 1.305 acres).

116. Oil and Gas Lease dated November 6, 2006, between Tommy D. McCulley and wife, Nellie M. McCulley, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3950, Page 995 of the Official Public Records of Johnson County, Texas. (Tract 122 covering 1.095 acres).

117. Oil, Gas and Mineral Lease dated November 22, 2006, between Eddie Reagan Rich and wife, Sheila Katherine Rich, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 762 of the Official Public Records of Johnson County, Texas. (Tract 123 covering 1.144 acres).

118. Oil, Gas and Mineral Lease dated November 16, 2006, between Bobby Darrell Smith and wife, Donna Jean Smith, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 753 of the Official Public Records of Johnson County, Texas. (Tract 124 covering 1.184 acres).

119. Oil, Gas and Mineral Lease dated November 14, 2006, between Ronnie L. Smith and wife, Linda Kay Smith, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 744 of the Official Public Records of Johnson County, Texas. (Tract 125 covering 1.046 acres).

120. Oil, Gas and Mineral Lease dated November 17, 2006, between Albert C. Justice and wife, Susan K. Justice, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 735 of the Official Public Records of Johnson County, Texas. (Tract 126 covering 1.196 acres).

121. Oil, Gas and Mineral Lease dated November 13, 2006, between Robin Reeves, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 726 of the Official Public Records of Johnson County, Texas. (Tract 127 covering 1.18 acres).

122. Oil, Gas and Mineral Lease dated February 6, 2007, between Barbara A. Bradford F/K/A Barbara A. Davis, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4145, Page 618 of the Official Public Records of Johnson County, Texas. (Tract 128 covering 1.153 acres).

123. Memorandum of Oil, Gas and Mineral Lease dated effective July 21, 2008, between Cecil Stowe, Jr. and wife, Carolyn C. Stowe, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4410, Page 96 of the Official Public Records of Johnson County, Texas. (Tract 129 covering 1.185 acres).

124. Oil, Gas and Mineral Lease dated December 20, 2006, between Camillia D. Wood, AKA Tina Wood, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 717 of the Official Public Records of Johnson County, Texas. (Tracts 130 and 188 covering 1.959 acres).

125. Oil, Gas and Mineral Lease dated November 17, 2006, between Mark W. Hixson, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 817 of the Official Public Records of Johnson County, Texas. (Tract 131 covering 1.728 acres).

126. Oil, Gas and Mineral Lease dated October 27, 2006, between Hugh B. Nowlin and wife, Susan J. Nowlin, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 807 of the Official Public Records of Johnson County, Texas. (Tract 132 covering 3.330 acres).

127. Oil, Gas and Mineral Lease dated November 8, 2006, between Terry Wayne Neal and wife, Deborah Jeanne Neal, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3999, Page 798 of the Official Public Records of Johnson County, Texas. (Tract 133 covering 1.089 acres).

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128. Oil and Gas Lease dated November 6, 2006, between Thelma L. Potter, by and through her Agent and Attorney-In-Fact, James D. Potter, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3950, Page 991 of the Official Public Records of Johnson County, Texas. (Tracts 134 and 135 covering 2.493 acres).

129. Oil and Gas Lease dated November 16, 2006, between Jesse Confessore and wife, Heather Confessore, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3964, Page 986 of the Official Public Records of Johnson County, Texas. (Tract 136 covering 1.358 acres).

130. Memorandum of Oil, Gas and Mineral Lease dated effective June 27, 2008, between Harold Roberts, Jr., as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4396, Page 164 of the Official Public Records of Johnson County, Texas. (Tract 137 covering 1.264 acres).

131. Oil and Gas Lease dated effective October 15, 2006, between Michael Deen and wife, Robbie Deen, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4015, Page 882 of the Official Public Records of Johnson County, Texas. (Tract 138 covering 1.197 acres).

132. Paid Up Oil and Gas Lease dated September 9, 2006, between Laura McNeely, dealing in her sole and separate property, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 691 of the Official Public Records of Johnson County, Texas. (Tract 139 covering 1.074 acres).

133. Paid Up Oil and Gas Lease dated September 4, 2006, between Steven C. Willmoth, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 185 of the Official Public Records of Johnson County, Texas. (Tract 140 covering 2.239 acres).

134. Oil and Gas Lease dated effective October 15, 2006, between Leland S. Blanscet, Jr. and wife, Margie A. Blanscet, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 97 of the Official Public Records of Johnson County, Texas. (Tract 141 covering 0.959 of an acre).

135. Oil and Gas Lease dated effective October 15, 2006, between Mark D. Zimmer and wife, Paula F. Zimmer, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3945, Page 949 of the Official Public Records of Johnson County, Texas. (Tract 142 covering 1.169 acres).

136. Oil and Gas Lease dated effective October 15, 2006, between Michael A. Yarwood and wife, Kimberly A. Yarwood, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 29 of the Official Public Records of Johnson County, Texas. (Tract 143 covering 0.815 of an acre).

137. Oil and Gas Lease dated effective October 15, 2006, between John Settle and wife, Jacque A. Settle, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3965, Page 13 of the Official Public Records of Johnson County, Texas. (Tracts 144, 145, 146, and 148 covering 3.338 acres).

138. Oil and Gas Lease dated effective October 15, 2006, between Donald Castleberg and wife, Nancy Castleberg, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 53 of the Official Public Records of Johnson County, Texas. (Tract 147 covering 1.115 acres).

139. Oil and Gas Lease dated effective October 15, 2006, between Joseph F. Bash and wife, Dona E. Bash, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3965, Page 9 of the Official Public Records of Johnson County, Texas. (Tract 149 covering 0.801 of an acre).

140. Oil and Gas Lease dated effective November 7, 2006, between Gary Redding and wife, Tonda Redding, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 149 of the Official Public Records of Johnson County, Texas. (Tract 150 covering 0.827 of an acre).

141. Oil and Gas Lease dated October 23, 2006, between Bret L. Morris and wife, Lynn C. Morris, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 37 of the Official Public Records of Johnson County, Texas. (Tracts 151 and 187 covering 1.308 acres).

142. Oil and Gas Lease dated July 29, 2006, between Joe D. Lockhart, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3869, Page 694 of the Official Public Records of Johnson County, Texas. (Tract 152 covering 1.003 acres).

143. Paid Up Oil and Gas Lease dated September 20, 2006, between Charles C. Bing, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 723 of the Official Public Records of Johnson County, Texas. (Tract 153 covering 1.001 acres).

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144. Oil and Gas Lease dated August 2, 2006, between Craig H. Fanning and wife, Beth F. Fanning, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3895, Page 457 of the Official Public Records of Johnson County, Texas. (Tract 154 covering 1.302 acres).

145. Oil and Gas Lease dated effective October 15, 2006, between Robin D. Orr and wife, Pamela Orr, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 73 of the Official Public Records of Johnson County, Texas. (Tracts 155 and 165 covering 1.816 acres).

146. Oil and Gas Lease dated effective October 15, 2006, between Lyle E. Freedman and wife, Lynn Freedman, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 69 of the Official Public Records of Johnson County, Texas. (Tract 156 covering 1.263 acres).

147. Oil and Gas Lease dated effective October 15, 2006, between James H. Gekeler, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 81 of the Official Public Records of Johnson County, Texas. (Tract 157 covering 1.011 acres).

148. Oil and Gas Lease dated effective October 15, 2006, between William B. Jenkins and wife, Donna L. Jenkins, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 440 of the Official Public Records of Johnson County, Texas. (Tract 158 covering 1.036 acres).

149. Oil and Gas Lease dated effective July 29, 2007, between David G. Troutman and wife, Lindy G. Troutman, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4164, Page 880 of the Official Public Records of Johnson County, Texas. (Tract 159 covering 0.865 of an acre).

150. Paid Up Oil and Gas Lease dated September 30, 2006, between Jerome J. Brown and Amy Brown, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 715 of the Official Public Records of Johnson County, Texas. (Tract 161 covering 1.087 acres).

151. Oil and Gas Lease dated effective October 15, 2006, between Lee R. Davis and wife, Lisa A. Davis, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 93 of the Official Public Records of Johnson County, Texas. (Tract 162 covering 0.913 of an acre).

152. Oil and Gas Lease dated July 28, 2006, between Ronald D. Selby and wife, Tresa E. Selby, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3869, Page 678 of the Official Public Records of Johnson County, Texas. (Tract 163 covering 1.817 acres).

153. Oil and Gas Lease dated effective October 15, 2006, between James S. Pollard and wife, Elsa Pollard, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 456 of the Official Public Records of Johnson County, Texas. (Tract 164 covering 0.907 of an acre).

154. Oil and Gas Lease dated effective October 15, 2006, between Dan Hall and wife, DeRima Hall, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 65 of the Official Public Records of Johnson County, Texas. (Tract 166 covering 0.906 of an acre).

155. Oil and Gas Lease dated May 18, 2007, between Harold Johnson and wife, Vivian Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4111, Page 462 of the Official Public Records of Johnson County, Texas. (Tract 167 covering 0.902 of an acre).

156. Oil and Gas Lease dated effective October 15, 2006, between William Fink, III and wife, Joetta Fink, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 444 of the Official Public Records of Johnson County, Texas. (Tract 168 covering 1.097 acres).

157. Oil and Gas Lease dated effective October 15, 2006, between Fred Schor, Jr. and wife, Barbara A. Schor, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 452 of the Official Public Records of Johnson County, Texas. (Tract 169 covering 1.308 acres).

158. Oil and Gas Lease dated effective October 15, 2006, between Ruth E. Anderson, a widow, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 448 of the Official Public Records of Johnson County, Texas. (Tracts 170 and 171 covering 2.368 acres).

159. Oil and Gas Lease dated October 16, 2006, between Melvin N. Russell and wife, Carole J. Russell, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3934, Page 420 of the Official Public Records of Johnson County, Texas. (Tract 172 covering 1.177 acres).

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160. Oil and Gas Lease dated August 10, 2006, between Treye Phelps and wife, Cathy Phelps, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3895, Page 461 of the Official Public Records of Johnson County, Texas. (Tract 173 covering 1.350 acres).

161. Oil and Gas Lease dated July 31, 2006, between William Sudduth and wife, Diane M. Sudduth, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3869, Page 686 of the Official Public Records of Johnson County, Texas. (Tract 174 covering 1.241 acres).

162. Memorandum of Oil, Gas and Mineral Lease dated effective May 30, 2008, between Lawrence C. Smith and wife, Sally J. Smith, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4380, Page 744 of the Official Public Records of Johnson County, Texas. (Tract 175 covering 1.197 acres).

163. Memorandum of Oil, Gas and Mineral Lease dated effective January 24, 2007, between M.E. Rice and wife, Shirley Rice, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4015, Page 878 of the Official Public Records of Johnson County, Texas. (Tract 176 covering 0.894 of an acre).

164. Oil and Gas Lease dated July 31, 2006, between Ronald D. Unger and wife, Anita J. Unger, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3869, Page 682 of the Official Public Records of Johnson County, Texas. (Tract 177 covering 0.817 of an acre).

165. Memorandum of Oil, Gas and Mineral Lease dated effective March 5, 2007, between Thomas McBrayer and wife, Ruby A. McBrayer, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4043, Page 398 of the Official Public Records of Johnson County, Texas. (Tract 178 covering 1.126 acres).

166. Oil and Gas Lease dated effective October 15, 2006, between B.W. Mann, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 57 of the Official Public Records of Johnson County, Texas. (Tract 179 covering 1.212 acres).

167. Oil and Gas Lease dated effective October 15, 2006, between Jonathan L. Dugdale and wife, Barbara Dugdale, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 45 of the Official Public Records of Johnson County, Texas. (Tract 180 covering 1.181 acres).

168. Oil and Gas Lease dated October 31, 2006, between Raymond W. Barber and wife, Mary H. Barber, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 33 of the Official Public Records of Johnson County, Texas. (Tract 181 covering 1.076 acres).

169. Oil and Gas Lease dated July 28, 2006, between Chloe S. McMahon, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3869, Page 670 of the Official Public Records of Johnson County, Texas. (Tract 182 covering 1.087 acres).

170. Oil and Gas Lease dated effective October 15, 2006, between Lynn M. Combs and wife, Jane E. Combs, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 61 of the Official Public Records of Johnson County, Texas. (Tract 183 covering 1.084 acres).

171. Paid Up Oil and Gas Lease dated September 9, 2006, between Mary C. Garrett, a widow, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3980, Page 699 of the Official Public Records of Johnson County, Texas. (Tract 184 covering 1.089 acres).

172. Oil and Gas Lease dated July 21, 2006, between Steven Wilkerson and wife, Jerry Jean Wilkerson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3869, Page 654 of the Official Public Records of Johnson County, Texas. (Tract 185 covering 0.936 of an acre).

173. Oil and Gas Lease dated effective October 15, 2006, between Jeff Brast and wife, Patricia A. Brast, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 3951, Page 133 of the Official Public Records of Johnson County, Texas. (Tract 186 covering 17.354 acres).

174. Oil, Gas and Mineral Lease dated September 7, 2006, between John A. Byrd and wife, Leslie K. Byrd, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3897, Page 39 of the Official Public Records of Johnson County, Texas. (Tract 189 covering 1.017 acres).

175. Oil, Gas and Mineral Lease dated October 9, 2006, between Thomas C. & Mildred L. George, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 217 of the Official Public Records of Johnson County, Texas. (Tract 190 covering 0.972 of an acre).

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176. Oil, Gas and Mineral Lease dated September 1, 2006, between Richard R. Gaudet and wife, Marie L. Gaudet, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 3896, Page 980 of the Official Public Records of Johnson County, Texas. (Tract 191 covering 1.009 acres).

177. Oil, Gas and Mineral Lease dated November 21, 2006, between Tim D. Wardlaw, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4145, Page 645 of the Official Public Records of Johnson County, Texas. (Tract 192 covering 1.436 acres).

178. Memorandum of Oil, Gas and Mineral Lease dated effective November 20, 2007, between Carrie Jon Wells a/k/a Carrie Jon Whitehead and Byron Douglas Wells, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4246, Page 390 of the Official Public Records of Johnson County, Texas. (Tract 193 covering 0.745 of an acre).

179. Memorandum of Oil, Gas and Mineral Lease dated effective May 5, 2008, between Bethesda Water Supply Corporation, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4380, Page 746 of the Official Public Records of Johnson County, Texas. (Tract 194 covering 1.173 acres).

180. Oil and Gas Lease dated November 20, 2007, between Joshua Britt and wife, Jorenne Britt, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4292, Page 474 of the Official Public Records of Johnson County, Texas. (Tract 195 covering 0.654 of an acre).

181. Oil, Gas and Mineral Lease dated January 13, 2011, between Glenn Cochran, a married man, dealing in his sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 2620 of the Official Public Records of Johnson County, Texas. (Tract 196 covering 0.58 of an acre).

182. Oil, Gas and Mineral Lease dated January 13, 2011, between Marvin Cochran D/B/A Cochran Homes, a married man, dealing in his sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 2619 of the Official Public Records of Johnson County, Texas. (Tract 196 covering 0.58 of an acre).

183. Memorandum of Oil, Gas and Mineral Lease dated effective October 19, 2007, between Billy Wayne Newman, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 158 of the Official Public Records of Johnson County, Texas. (Tract 197 covering 0.707 of an acre).

184. Memorandum of Oil, Gas and Mineral Lease dated effective October 12, 2007, between Clifford Reed Davis, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4216, Page 547 of the Official Public Records of Johnson County, Texas. (Tract 198 covering 0.742 of an acre).

185. Oil and Gas Lease dated January 19, 2008, between Robert W. Greenwood and wife, Grace L. Greenwood, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4292, Page 470 of the Official Public Records of Johnson County, Texas. (Tract 199 covering 0.826 of an acre).

186. Memorandum of Oil, Gas and Mineral Lease dated effective October 23, 2007, between Danny Johnson, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4228, Page 160 of the Official Public Records of Johnson County, Texas. (Tract 200 covering 1.609 acres).

187. Oil, Gas and Mineral Lease dated October 5, 2006, between Dale R. Dexheimer and wife, Patricia A. Dexheimer, as Lessor, and DDS Energy LLC, as Lessee, recorded at Volume 4000, Page 209 of the Official Public Records of Johnson County, Texas. (Tract 201 covering 1.781 acres).

188. Paid Up Oil and Gas Lease dated November 16, 2010, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and XTO Energy, Inc., as Lessee, recorded at Instrument No. 34468 of the Official Public Records of Johnson County, Texas. (Tract 202A covering 3.642 acres)

189. Paid-Up Oil and Gas Lease dated May 20, 2008, between The Commissioner of the General Land Office of the State of Texas, as Lessor, and Hollis R. Sullivan, Inc., as Lessee, recorded at Volume 4389, Page 576 of the Official Public Records of Johnson County, Texas (Tract 202B covering 0.998 of an acre)

Insofar as said Oil, Gas and Mineral Leases cover all depths.

11.02.2

EXHIBIT "B"

TO THAT CERTAIN
2nd AMENDMENT TO MOLAR UNIT

BEING A 309.318 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE HEZEKIAH RUSSELL SURVEY, A-741, WILLIAM B. CAPPS SURVEY, A-140, JOSE MARIA ZAMBRANO SURVEY, A-934, H.C. RENFRO SURVEY, A -738, ISAAC W. RENFRO SURVEY, A-739, MANUEL W. SANDERS, A-793, W.T. WISE SURVEY, A-919, ANTONY FOSTER SURVEY, A-284, & B.B.B. & C.R.R. SURVEY, A-97, OF JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT ½" IRON ROD FOUND AT THE MOST WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO MARILYN B. WALKER AS RECORDED IN VOLUME 1229, PAGE 408, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 89°44'41" E A DISTANCE OF 753.54 FEET TO A POINT;

THENCE N 00°00'00" E A DISTANCE OF 178.91 FEET TO A POINT;

THENCE N 81°47'39" E A DISTANCE OF 9.51 FEET TO A POINT;

THENCE N 54°43'00" E A DISTANCE OF 42.47 FEET TO A POINT;

THENCE N 35°24'13" E A DISTANCE OF 42.08 FEET TO A POINT;

THENCE N 85°50'55" E A DISTANCE OF 40.93 FEET TO A POINT;

THENCE S 67°18'45" E A DISTANCE OF 94.61 FEET TO A POINT;

THENCE N 61°36'01" E A DISTANCE OF 68.32 FEET TO A POINT;

THENCE N 27°07'58" E A DISTANCE OF 18.57 FEET TO A POINT;

THENCE N 52°49'04" E A DISTANCE OF 48.56 FEET TO A POINT;

THENCE N 89°31'11" E A DISTANCE OF 48.97 FEET TO A POINT;

THENCE S 71°48'28" E A DISTANCE OF 19.30 FEET TO A POINT;

THENCE S 83°21'22" E A DISTANCE OF 108.57 FEET TO A POINT;

THENCE S 48°28'39" E A DISTANCE OF 45.38 FEET TO A POINT;

THENCE S 54°42'54" E A DISTANCE OF 48.70 FEET TO A POINT;

THENCE S 60°41'35" E A DISTANCE OF 66.54 FEET TO A POINT;

THENCE S 57°35'21" E A DISTANCE OF 52.40 FEET TO A POINT;

THENCE S 78°28'41" E A DISTANCE OF 165.26 FEET TO A POINT;

THENCE S 51°46'41" E A DISTANCE OF 41.53 FEET TO A POINT;

THENCE S 61°20'22" E A DISTANCE OF 47.79 FEET TO A POINT;

THENCE S 37°39'41" E A DISTANCE OF 245.25 FEET TO A POINT;

THENCE S 25°02'31" E A DISTANCE OF 59.22 FEET TO A POINT;

THENCE S 57°29'08" E A DISTANCE OF 16.39 FEET TO A POINT;

THENCE S 79°35'21" E A DISTANCE OF 96.64 FEET TO A POINT;

THENCE N 85°26'00" E A DISTANCE OF 37.56 FEET TO A POINT;

THENCE N 58°29'41" E A DISTANCE OF 174.25 FEET TO A POINT;

THENCE S 82°14'58" E A DISTANCE OF 354.98 FEET TO A POINT;

THENCE N 79°26'17" E A DISTANCE OF 251.90 FEET TO A POINT;

THENCE S 00°00'00" E A DISTANCE OF 231.62 FEET TO A POINT;

THENCE N 89°23'35" W A DISTANCE OF 250.69 FEET TO A POINT;

11.02.2

THENCE S 00°57'15" W A DISTANCE OF 276.21 FEET TO A POINT;

THENCE N 90°00'00" E A DISTANCE OF 209.00 FEET TO A POINT;

THENCE N 00°49'59" E A DISTANCE OF 192.15 FEET TO A POINT;

THENCE S 52°21'08" E A DISTANCE OF 259.12 FEET TO A POINT;

THENCE N 73°32'37" E A DISTANCE OF 156.15 FEET TO A POINT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 328.10', WITH A RADIUS OF 1389.01', WITH A CHORD BEARING OF S 11°56'51" E, WITH A CHORD LENGTH OF 327.34';

THENCE S 00°06'00" W A DISTANCE OF 75.20 FEET TO A POINT;

THENCE N 89°54'00" W A DISTANCE OF 220.00 FEET TO A POINT;

THENCE S 00°25'37" W A DISTANCE OF 417.51 FEET TO A POINT;

THENCE N 89°43'34" W A DISTANCE OF 212.90 FEET TO A POINT;

THENCE S 00°49'59" W A DISTANCE OF 188.20 FEET TO A POINT;

THENCE S 89°43'34" E A DISTANCE OF 214.23 FEET TO A POINT;

THENCE S 00°25'37" W A DISTANCE OF 291.62 FEET TO A POINT;

THENCE S 89°02'47" E A DISTANCE OF 190.21 FEET TO A POINT;

THENCE S 01°09'49" W A DISTANCE OF 260.14 FEET TO A POINT;

THENCE S 71°06'05" E A DISTANCE OF 104.37 FEET TO A POINT;

THENCE S 54°33'59" E A DISTANCE OF 177.02 FEET TO A POINT;

THENCE S 24°48'12" W A DISTANCE OF 239.44 FEET TO A POINT;

THENCE S 39°35'38" W A DISTANCE OF 96.86 FEET TO A POINT;

THENCE N 51°41'25" W A DISTANCE OF 235.32 FEET TO A POINT;

THENCE S 39°09'42" W A DISTANCE OF 60.09 FEET TO A POINT;

THENCE S 51°40'58" E A DISTANCE OF 404.05 FEET TO A POINT;

THENCE S 39°01'21" W A DISTANCE OF 42.15 FEET TO A POINT;

THENCE S 51°03'28" E A DISTANCE OF 896.70 FEET TO A POINT;

THENCE N 39°21'36" E A DISTANCE OF 67.21 FEET TO A POINT;

THENCE N 87°30'32" E A DISTANCE OF 453.88 FEET TO A POINT;

THENCE N 01°09'33" W A DISTANCE OF 233.01 FEET TO A POINT;

THENCE N 88°08'03" E A DISTANCE OF 208.34 FEET TO A POINT;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 233.87', WITH A RADIUS OF 713.96', WITH A CHORD BEARING OF S 10°16'52" E, WITH A CHORD LENGTH OF 232.82';

THENCE S 89°34'25" E A DISTANCE OF 162.15 FEET TO A POINT;

THENCE S 16°14'33" E A DISTANCE OF 24.66 FEET TO A POINT;

THENCE S 29°41'37" E A DISTANCE OF 42.21 FEET TO A POINT;

THENCE S 39°06'38" W A DISTANCE OF 173.26 FEET TO A POINT;

THENCE N 50°40'25" W A DISTANCE OF 90.30 FEET TO A POINT;

THENCE S 39°13'49" W A DISTANCE OF 433.27 FEET TO A POINT;

7.20.11

THENCE S 50°00'06" E A DISTANCE OF 110.37 FEET TO A POINT;

THENCE S 01°42'42" W A DISTANCE OF 821.70 FEET TO A POINT;

THENCE S 52°19'54" E A DISTANCE OF 148.08 FEET TO A POINT;

THENCE S 52°33'34" E A DISTANCE OF 269.40 FEET TO A POINT;

THENCE S 52°33'34" E A DISTANCE OF 91.65 FEET TO A POINT;

THENCE S 03°14'17" E A DISTANCE OF 573.93 FEET TO A POINT;

THENCE S 86°45'22" W A DISTANCE OF 210.15 FEET TO A POINT;

THENCE S 88°42'20" W A DISTANCE OF 805.90 FEET TO A POINT;

THENCE S 01°45'08" W A DISTANCE OF 200.96 FEET TO A POINT;

THENCE N 73°36'11" W A DISTANCE OF 681.11 FEET TO A POINT;

THENCE N 21°39'13" E A DISTANCE OF 324.26 FEET TO A POINT;

THENCE N 53°53'50" W A DISTANCE OF 761.65 FEET TO A POINT;

THENCE N 68°56'31" W A DISTANCE OF 97.27 FEET TO A POINT;

THENCE S 55°29'40" W A DISTANCE OF 90.10 FEET TO A POINT;

THENCE S 75°58'50" W A DISTANCE OF 1012.54 FEET TO A POINT;

THENCE N 89°29'08" W A DISTANCE OF 419.38 FEET TO A POINT;

THENCE N 00°00'41" E A DISTANCE OF 608.47 FEET TO A POINT;

THENCE N 00°00'41" E A DISTANCE OF 476.65 FEET TO A POINT;

THENCE N 00°33'29" E A DISTANCE OF 430.24 FEET TO A POINT;

THENCE N 01°05'22" E A DISTANCE OF 298.51 FEET TO A POINT;

THENCE N 00°21'31" E A DISTANCE OF 505.06 FEET TO A POINT;

THENCE N 01°06'59" E A DISTANCE OF 30.25 FEET TO A POINT;

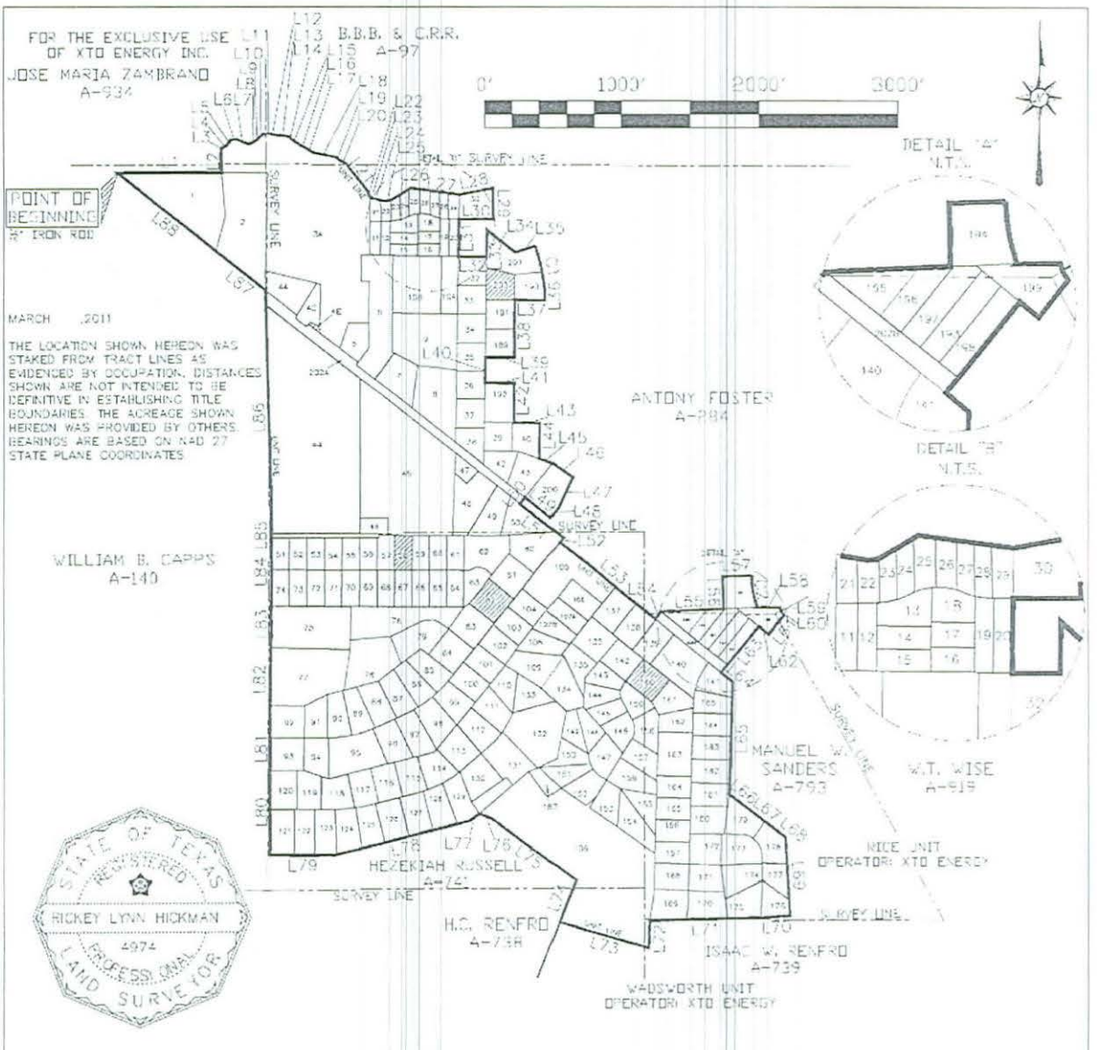
THENCE N 01°22'33" W A DISTANCE OF 1776.70 FEET TO A POINT;

THENCE N 51°19'30" W A DISTANCE OF 456.49 FEET TO A POINT;

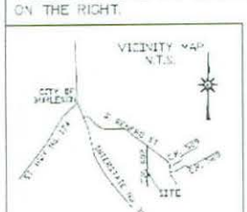
THENCE N 51°11'10" W A DISTANCE OF 916.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 309.318 ACRES, SAVE AND ACCEPT 4.270 ACRES, LEAVING A TOTAL OF 305.048 ACRES MORE OR LESS.

EXHIBIT "C"

TO THAT CERTAIN
2nd AMENDMENT TO MOLAR UNIT



TO REACH THE MOLAR UNIT FROM THE INTERSECTION OF INTERSTATE No. 35 AND RENFRO STREET, TRAVEL SOUTH ON RENFRO STREET 2.60 MILES AND TURN RIGHT ONTO COUNTY ROAD No. 602. TRAVEL 0.40 MILES AND THE ENTRANCE TO THE SITE IS ON THE RIGHT.



MOLAR UNIT
DESIGNATION OF UNIT PLAT

HEZEKIAH RUSSELL SURVEY, A-741,
JOSE MARIA ZAMBRANO, A-934,
WILLIAM B. CAPPS, A-140,
H.C. RENFRO SURVEY, A-738,
ISAAC W. RENFRO SURVEY, A-739,
MANUEL W. SANDERS, A-793,
W.T. WISE SURVEY, A-919,
ANTONY FOSTER SURVEY, A-284, &
B.B.B. & C.R.R. SURVEY, A-97
JOHNSON COUNTY, TEXAS
XTO ENERGY INC.

FORT WORTH SURVEYING 107 E COLLEGE AVENUE ALVARADO, TEXAS, 76009 817-790-5900	JOB # 2010_033 JOB: MOLAR UNIT DDU REV2	DATE: 03/25/11 PG 1 OF 3	DRAWN: CGH CHECKED: RLH	JOHNSON COUNTY TEXAS

11-02-J

TRACT NUMBERS	TRACT OWNERS	LEASED ACRES	UNLEASED	UNLEASED ACRES
1	Carlene Palacios & John Bernard Erickson	5.332		
2	Foy J. Dunaway and Virdie L. Dunaway	5.385		
3A.	Burleson Independent School District	20.010		
4A.	Wayne C. Landers & John Bernard Erickson	1.478		
4C.	Lena Gaynell Howard & John Bernard Erickson	0.762		
4E.			*	0.060
5	Jimmy W. Cude	1.003		
6	Elmo Coleman, etal	3.730		
7	Elmo Coleman, etal	1.600		
8	Aimee Dent and Michael Baker	3.008		
9	Allen R. Randell and Betty J. Randell	4.025		
10A	Walter Eugene & Julia Ann Sarbaugh	1.176		
10B	Rocky & Angela J. Bransom	3.359		
11	Todd C. & Mary-Margaret R. McCleskey	0.440		
12	Richard M. & Amanda J. McNeelege	0.399		
13	Edward E. Reamy	0.506		
14	Delbert E. & Phyllis K. O'Neal	0.373		
15	Steven W. & Debbie Amburn	0.370		
16	Wesley D. & Carol A. Blake	0.330		
17	Sharla Michelle Morelan	0.331		
18	Edward E. Reamy	0.439		
19	Edward E. Reamy	0.439		
20	Kenneth D. Allshouse and Robin L. Allshouse	0.440		
21	Edward E. Reamy	0.295		
22	Edward E. Reamy	0.283		
23	Edward E. Reamy	0.256		
24	Brant Ford & Lee Ann Farris	0.281		
25	Chad Edward Varnell	0.350		
26	Edward E. Reamy	0.316		
27	Cynthia J. Minor	0.279		
28	Michael George Pavlovsky	0.292		
29	Troy Collin & LeAnn Marie Samuel-Stevens	0.343		
30	Walter S. & Lynda Cheryl West, etal	1.184		
32	William M. Tabor, Jr. & Kay B. Tabor	1.001		
33	Walter Eugene & Julia Ann Sarbaugh	1.001		
34	Allen R. Randell and wife, Betty J. Randell	1.001		
35	Byron F. & Barbara Black	1.001		
36	Byron F. & Barbara Black	1.003		
37	Victoria Blanton	1.004		
38	Juanita Watkins	0.897		
39	Robert J. Pulliam	0.986		
40	James A. Bender	1.057		
42	Linda Lee Terry	0.891		
43	Linda Lee Terry	1.358		
44	Allan Williams, etal	20.816		
45	C. S. Ledbetter	13.176		
46	Colby B. & Fanchon Nowlin	1.070		
47	Marvin E. & Candice A. Montgomery	0.458		
48	Julia Francis Goodyear	2.169		
49	Valerie O'Brien	1.415		
50	The Estate of Clyde Odom Parnell	1.331		
51	Arnold Joseph & Elaine Marie Schulter	0.707		
52	Wayne E. & Elizabeth Clark	0.708		

53	James E. & Geraldine Davis	0.710		
54	Joshua T. & Regan R. Starkey	0.709		
55	Carmen Irene Anderson	0.709		
56	Sabine Frank	0.710		
57	Sandra Parks	0.750		
58			*	0.790
59	Lachel Auline Dean	0.752		
60	Clifford J. & Helen C. Cavender	0.752		
61	Garrett R. Gilbreath	0.753		
62	Linda A. Mills	1.828		
63	Vincent Hawkes	0.775		
64	Gary D. & Cynthia R. Byington	0.750		
65	Jim Washuleski	0.753		
66	Monica L. Abrams	0.753		
67	Robin Lynn Ellis	0.753		
68	Jerry P. & Laquetta G. Murray	0.752		
69	James R. Hunter	0.753		
70	Harry W. Young, Jr.	0.758		
71	Janice Marie Smith	0.747		
72	Thomas N. & I. Sue Thrower	0.754		
73	John & Gail Tubbs	0.754		
74	Edward Walter & Debra Ann Jann	0.758		
75	Richard B. & Janis Kay O'Dell	3.990		
76	Stephen Jay & Paula McBride Webb	3.083		
77	Roger Edwin & Tamra F. Moore	4.831		
78	Roger Edwin & Tamra Moore	2.538		
79	Stephen W. & Kathleen D. Griffin	1.640		
80	Michael L. & Sandra G. Day	1.723		
81	Michael S. Galloway	1.258		
82			*	1.240
83	Henry & Judy A. Massey	1.322		
84	Craig R. & Theresa D. Fields	1.284		
85	Preston W. & Paula D. Wiggins	1.163		
86	Craig & Lisa Stepan	1.090		
87	Sheila Sue Box	1.145		
88	Steven J. & Joyce A. Baldwin	1.218		
89	Robert Lee & Norma Jane Hefley	1.097		
90	Robert Lee & Norma Jane Hefley	1.095		
91	Robert Lee & Norma Jane Hefley	1.083		
92	Claire M. Wallace	1.332		
93	Neal & Angela Sowers	1.310		
94	Barbara I. Nelson & Barbara N. Black	1.076		
95	Larry Fulp	2.376		
96	Kirk Washington	1.219		
97	Nancy Neubauer	1.279		
98	Dana E. & Cara S. Hamilton	1.359		
99	Robert W. & Carolyn A. Smith	1.137		
100	Eileen Montgomery	1.024		
101	William L. & Donna D. Jenkins	1.024		
102	Cheri Stephens	0.994		
103	Paul William Olson	0.937		
104	P. Vernon & Sally Stewart Yeager	0.935		
105	Camillia D. Wood	3.404		
106	Mary Prine	1.084		
107A	Kent Alton & Carolyn L. Kelso	0.844		

T1.02.2

107B	Walter F. & Judy Sears	0.811		
108	Joseph L. & Donna Confessore	1.015		
109	Donald R. & Janice L. McRay	1.510		
110	Richard & Genna Edmonds	0.917		
111	J. K. Petre	1.208		
112	Joe Elroy McCarver	1.239		
113	Rhonda L. Reed	1.291		
114	David W. & Thea Linda Box	1.131		
115	Cynthia Ann Raines	1.044		
116	Rafael & Rebecca Leos	1.038		
117	Larry Wallace & Davina Kniffin	1.016		
118	Barbara Lee Gardner	1.165		
119	Joseph D. & Jan L. Mulholland	1.072		
120	Manley Family Trust	1.235		
121	Dwight L. & R. Sue Quarles	1.305		
122	Tommy D. & Nellie M. McCulley	1.095		
123	Eddie Reagan & Sheila Katherine Rich	1.144		
124	Bobby Darrell & Donna Jean Smith	1.184		
125	Ronnie L. & Linda Kay Smith	1.046		
126	Albert C. & Susan K. Justice	1.196		
127	Robin Reeves	1.180		
128	Barbara A. Bradford	1.153		
129	Cecil & Carolyn C. Stowe	1.185		
130	Camillia D. Wood	1.322		
131	Kim D.& Lori A. Klee	1.728		
132	Hugh B. & Susan J. Nowlin	3.330		
133	Terry Wayne & Deborah Jeanne Neal	1.089		
134	James Daniel Potter	1.515		
135	James Daniel Potter	0.978		
136	Jesse & Heather Confessore	1.358		
137	Harold Roberts, Jr., etal	1.264		
138	Michael & Robbie Deen	1.197		
139	Laura McNeely	1.074		
140	Steven C. Willmoth	2.239		
141	Leland S. & Margie A. Blanscet	0.959		
142	Mark D. & Paula F. Zimmer	1.169		
143	Michael A. & Kimberly A. Yarwood	0.815		
144	John & Jacque A. Settle	0.801		
145	John & Jacque A. Settle	0.766		
146	John & Jacque A. Settle	0.977		
147	Donald & Nancy Castleberg	1.115		
148	John & Jacque A. Settle	0.794		
149	Joseph F. & Dona E. Bash	0.801		
150	Gary & Tonda Redding	0.827		
151	Bret L. & Lynn C. Morris	0.810		
152	Joe D. Lockhart, etal	1.003		
153	Charles C. Bing	1.001		
154	Craig H. & Beth F. Fanning, etal	1.302		
155	Robin D. & Pamela Orr	0.910		
156	Lyle E. & Lynn Freedman	1.263		
157	James H. & Linda C. Gekeler	1.011		
158	William B. & Donna L. Jenkins	1.036		
159	David G. & Lindy G. Troutman	0.865		
160			*	1.170
161	Jerome J. & Amy Brown	1.087		

162	Lee R. & Lisa A. Davis	0.913		
163	Ronald D. & Tresa E. Selby	1.817		
164	James S. & Elsa Pollard	0.907		
165	Robin D. & Pamela Orr	0.906		
166	Dan & DeRima Hall	0.906		
167	Harold & Vivian Johnson	0.902		
168	William Fink, III and Joetta Fink	1.097		
169	Fred & Barbara A. Schor	1.308		
170	Ruth E. Anderson	1.282		
171	Ruth E. Anderson	1.086		
172	Melvin N. & Carole J. Russell	1.177		
173	Treye & Cathy Phelps, etal	1.350		
174	William & Diane M. Sudduth, etal	1.241		
175	Lawrence C. & Sally J. Smith, etal	1.197		
176	M. E. & Shirley Rice	0.894		
177	Ronald D. & Anita J. Unger, etal	0.817		
178	Thomas & Ruby A. McBrayer	1.126		
179	B. W. Mann	1.212		
180	Jonathon L. & Barbara Dugdale	1.181		
181	Raymond W. & Mary H. Barber	1.076		
182	Chloe S. McMahon, etal	1.087		
183	Lynn M. & Jane E. Combs	1.084		
184	Mary C. Garrett	1.089		
185	Steven & Jerry Jean Wilkerson, etal	0.936		
186	Jeff & Patricia A. Brast	17.354		
187	Bret L. & Lynn C. Morris	0.498		
188	Camillia D. Wood	0.637		
189	John A. & Leslie K. Byrd	1.017		
190	Mildred L. George	0.972		
191	Richard R. & Marie L. Gaudet	1.009		
192	Tim D. Wardlaw	1.436		
193	Carrie Jon & Byron Douglas Wells, etal	0.745		
194	Bethesda Water Supply, etal	1.173		
195	Joshua & Jorenne Britt, etal	0.654		
196	Marvin Cochran D/B/A Cochran Homes	0.580		
197	Billy Wayne Newman, etal	0.707		
198	Clifford Reed Davis, etal	0.742		
199	Robert W. & Grace L. Greenwood, etal	0.826		
200	Danny Johnson, etal	1.609		
201	Dale R. & Patricia A. Dexheimer, etal	1.781		
202A	The State of Texas	3.642	✓	MF111771
202B	The State of Texas	0.998	✓	MF108884
203			*	1.010
TOTAL LEASED ACRES		305.048		
TOTAL UNLEASED ACRES				4.270
TOTAL ACRES IN UNIT		309.318		

Return to:
XTO Energy, Inc.
810 Houston Street
Ft Worth, TX 76102-6298
ATTN: Land Department - AH

T1.02.2

XTO ENERGY

July 14, 2011

General Land Office
Stephen F. Austin Building
1700 North Congress
Austin, TX 78701

Re: Pooling Instruments Re: MF111771 and MF109423
Johnson County, Texas

108884

Gentlemen,

Please find enclosed, for your records, one copy of the Second Amendment to Designation of Unit for the XTO Energy Inc. Operated Molar Unit in Johnson County, Texas. Included within this unit are two Oil and Gas Leases from the State of Texas; MF 111771 and MF 109423.

Should you have any questions, please do not hesitate to call.

Sincerely,

Austin Hardwick
Senior Landman
817.885.2587

FIRST AMENDED
DESIGNATION OF UNIT
MOLAR UNIT

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

WHEREAS, effective August 7, 2008, Hollis R. Sullivan, Inc., entered into a Designation of Unit covering 299.358 acres, of the H. Russell Survey A-741; H.C. Renfro Survey A-738; I.W. Renfro Survey A-739; M.W. Sanders Survey A-793; A. Foster Survey A-284; BBB & C RR Co. Survey A-97; J.M. Zombrano Survey A-934 and W.B. Capps Survey A-140,Johnson County, Texas. Said Designation appears of record at Volume 4418, Page 125 of the Official Public Records of Johnson County, Texas.

Hollis R. Sullivan, Inc. does hereby amend the above referenced Designation of Unit for the purpose of including additional oil, gas and mineral leases to Exhibit "A", thereof. The revised Exhibit "A" is attached hereto and is submitted in lieu and in place of Exhibit "A" of the referenced Designation of Unit. The number of acres comprising the "Molar Unit" shall remain 299.358 acres and Exhibits "B" and "C" thereof shall remain as depicted in said Designation.

Except as otherwise amended herein, the terms and provisions of the original Designation of Unit referenced herein shall prevail.

EXECUTED as of the acknowledgment date shown below, but to be effective as of August 7, 2008.

HOLLIS R. SULLIVAN, INC.

Brenda Grayson
Acknowledgment

By: Hollis R. Sullivan, President

STATE OF TEXAS
COUNTY OF WICHITA

This instrument was acknowledged before me on this 18th day of August 2008 by Hollis R. Sullivan, acting in his capacity as President of Hollis R. Sullivan, Inc., a Texas Corporation, on behalf of said corporation.

SHARON S. SMITH NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-01-2009

Sharon S Smith
Notary Public – State of Texas

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
FIRST AMENDED DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

Lessor	Lessee	LeaseDate	Volume	Page	Description
CARLENE PALACIOS	DDS ENERGY LLC	2/23/2006	3897	144	5.334 ACRES OUT OF THE WILLIAM B. CAPPS SURVEY, A-140
FOY J. & VIRDIE L. DUNAWAY	HOLLIS R. SULLIVAN, INC.	9/30/2006	3980	743	6.54 ACRES OF LAND, OUT OF THE W. B. CAPPS SURVEY, A-140, JOHNSON COUNTY, TEXAS
BURLESON ISD	DDS ENERGY LLC	1/15/2007	4000	254	20 ACRES OUT OF THE B.B.B. & C.R.R. CO. SURVEY, A-97, THE JOSE ZAMBRANDO, A-934, AND THE A. FOSTER SURVEY, A-284
WAYNE C. LANDERS	DDS ENERGY LLC	9/11/2006	4000	269	1.881 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
LENA GAYNELL HOWARD	DDS ENERGY LLC	8/5/2006	3897	93	.789 ACRES OUT OF THE ANTTH FOSTER SURVEY
JIMMY W. CUDE	DDS ENERGY, LLC	12/4/2006	4000	277	1.0 ACRES OUT OF THE A. FOSTER SURVEY A-284
WALTER EUGENE AND JULIA ANN SARBAUGH	DDS ENERGY LLC	3/15/2007	4136	733	1.188 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ALLEN R. AND BETTY J. RANDELL	DDS ENERGY LLC	8/31/2006	3897	20	4.03 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ROBIN COLEMAN	DDS ENERGY LLC	2/23/2006	3897	154	2.781 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
ELMO COLEMAN	DDS ENERGY LLC	2/20/2006	3897	119	1.726 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
LAURA L. ADAY	DDS ENERGY LLC	4/20/2006	3897	110	21.2 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
C. S. LEDBETTER	DDS ENERGY LLC	4/20/2006	3897	101	12.5 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ELMO COLEMAN	DDS ENERGY LLC	7/3/2006	3897	127	3.633 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
MARVIN E. AND CANDICE A. MONTGOMERY	DDS ENERGY, LLC	5/2/2007	4089	896	.348 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
JULIA FRANCIS GOODYEAR	DDS ENERGY LLC	9/12/2006	4000	295	2 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
VALERIE O'BRIEN	DDS ENERGY, LLC	2/2/2007	4145	627	1.29 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
CLYDE ODOM PARNELL	DDS ENERGY LLC	9/15/2006	4000	304	1.128 ACRES OUT OF THE A. J. FOSTER SURVEY, A-284
LINDA LEE TERRY (AKA: LINDA LEE LYONS)	DDS ENERGY LLC	8/31/2006	3897	10	1.956 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
BRET L. AND LYNN C. MORRIS	HOLLIS R. SULLIVAN, INC.	10/23/2006	3951	37	1.407 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JEFF AND PATRICIA A. BRAST	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	133	17.359 ACRES OUT OF THE H.C. RENFRO SURVEY A-738 , THE H. RUSSELL SURVEY A-741 AND THE M.W. SANDERS SURVEY A-793
RICHARD B. AND JANIS KAY O'DELL	DDS ENERGY LLC	7/27/2006	3897	66	4.01 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
STEPHEN JAY AND PAULA MCBRIDE WEBB	DDS ENERGY, LLC	10/11/2006	3999	699	3.07 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
STEPHEN W. AND KATHLEEN D. GRIFFIN	DDS ENERGY, LLC	11/6/2006	3999	708	1.762 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ROGER E. AND TAMRA F. MOORE	DDS ENERGY LLC	8/3/2006	3897	75	4.87 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ROGER E. AND TAMRA F. MOORE	DDS ENERGY LLC	8/3/2006	3897	84	3.084 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
MARK W. HIXSON	DDS ENERGY LLC	11/17/2006	3999	817	1 ACRE OUT OF LT 24R BLK 6 OF THE TIMBER GREEN, PHASE II, ADDITION
COLBY B. AND FRANCHON NOWLIN	DDS ENERGY LLC	11/6/2006	4000	226	.84 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
CAMILLIA D. WOOD	DDS ENERGY LLC	12/20/2006	3999	717	1.635 ACRES OUT OF LT 10 BLK 10 OF THE TIMBER GREEN ADDITION
JUANITA WATKINS	DDS ENERGY LLC	8/31/2006	3897	1	.82 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
VICTORIA BLANTON	DDS ENERGY LLC	8/31/2006	3896	989	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
BYRON F. AND BARBARA BLACK	DDS ENERGY LLC	8/8/2006	4136	697	1.72 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
FIRST AMENDED DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

WALTER EUGENE AND JULIA ANN SARBAUGH	DDS ENERGY LLC	11/17/2006	4000	245	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
WILLIAM M. JR., AND KAY B. TABOR	DDS ENERGY LLC	12/22/2006	4000	236	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ROBERT J. AND NELDA S. PULLIAM	DDS ENERGY LLC	8/31/2006	3897	30	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
JAMES A. BENDER	HOLLIS R. SULLIVAN, INC.	6/15/2007	4133	223	1.06 ACRES OUT OF THE A. FOSTER, A-284
WALTER S. & LYNDA CHERYL WEST	HOLLIS R. SULLIVAN, INC.	10/22/2007	4228	156	1.0 ACRES OUT OF THE A. FOSTER SURVEY, A-284
TODD C. AND MARY-MARGARET R. MCCLESKEY	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	147	.448 ACRES OUT OF THE A. FOSTER SURVEY, A-284
RICHARD M. AND AMANDA J. MCNEELEGE	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	159	.395 ACRES OUT OF THE A. FOSTER SURVEY, A-284
DELBERT E. AND PHYLLIS K. O'NEAL	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	145	.369 ACRES OUT OF THE A. FOSTER SURVEY, A-284
STEVEN W. AND DEBBIE AMBURN	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	151	.375 ACRES OUT OF THE A. FOSTER SURVEY, A-284
WESLEY D. AND CAROL A. BLAKE	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	157	.331 ACRES OUT OF THE A. FOSTER SURVEY, A-284
SHARLA MICHELLE MORELAN AND FRANK EARL SMITH	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	139	.329 ACRES OUT OF THE A. FOSTER SURVEY, A-284
KENNETH D. AND ROBIN L. ALLSHOUSE	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	143	.441 ACRES OUT OF THE A. FOSTER SURVEY, A-284
BRANT FORD AND LEE ANN FARRIS	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	153	.28 ACRES OUT OF THE A. FOSTER SURVEY, A-284
MISTI MICHELLE AND CHAD EDWARD VARNELL	HOLLIS R. SULLIVAN, INC.	6/26/2008	4404	347	.39 ACRES OUT OF THE A. FOSTER SURVEY, A-284
CYNTHIA J. MINOR	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	155	.281 ACRES OUT OF THE A. FOSTER SURVEY, A-284
MICHAEL GEORGE AND ANGELA PAVLOVSKY	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	149	.254 ACRES OUT OF THE A. FOSTER SURVEY, A-284
TROY COLLINS AND LEANN MARIE SAMUEL STEVENS	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	141	.34 ACRES OUT OF THE A. FOSTER SURVEY, A-284
EDWARD E. REAMY	HOLLIS R. SULLIVAN, INC.	7/2/2008	4396	161	2.484 ACRES OUT OF A. FOSTER SURVEY, A-284 (LOT 3, BLOCK 1; LOTS 3 & 4, BLOCK 2; LOTS 1, 2, 3 & 6, ALL BLOCK 3)
JOHN A. AND LESLIE K. BYRD	DDS ENERGY LLC	9/7/2006	3897	39	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ROCKY & ANGELA J. BRANSON	HOLLIS R. SULLIVAN, INC.	1/31/2008	4350	851	3.354 ACRES OUT OF THE A. FOSTER SURVEY A-284
THOMAS C. AND MILDRED L. GEORGE	DDS ENERGY LLC	10/9/2006	4000	217	1.06 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
WAYNE E. AND ELIZABETH CLARK	DDS ENERGY LLC	11/6/2006	4000	155	.62 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JAMES E AND GERALDINE DAVIS	DDS ENERGY LLC	12/1/2006	4000	146	.62 ACRES OUT OF THE H RUSSELL SURVEY, A-741
JOSHUA T. AND REGAN R. STARKEY	DDS ENERGY LLC	1/3/2007	4000	173	.62 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
CARMEN IRENE ANDERSON	DDS ENERGY LLC	11/7/2006	4000	137	.62 ACRES OUT OF THE H. RUSSELL SURVEY, 1-741
FRANK SABINE	HOLLIS R. SULLIVAN, INC.	12/12/2006	3980	609	.62 ACRES OF LAND BEING LOT 6, SASHA MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
SANDRA PARKS	DDS ENERGY, LLC	1/18/2007	4152	124	.62 ACRES OUT OF THE AJ FOSTER SURVEY, A-284
EVIN W. THURMAN	DDS ENERGY LLC	11/25/2006	4000	128	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
STEVEN RAY & LACHEL AVLINE DEAN	HOLLIS R. SULLIVAN, INC.	1/2/2007	3995	650	.62 ACRES OF LAND, BEING LOT 9, SASHA MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
CLIFFORD J. AND HELEN C. CAVENDER	DDS ENERGY LLC	12/30/2006	4000	182	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741

JOHNSON COUNTY, TEXAS

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HOLLIS R. SULLIVAN, INC.

JOHN AND GAIL TUBBS	DDS ENERGY LLC	12/19/2006	4000	64	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
GARRETT R. GILREATH	DDS ENERGY LLC	11/22/2006	4000	119	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
LINDA A. MILLS	DDS ENERGY LLC	3/30/2007	4136	706	2.071 ACRES OUT OF H. RUSSELL SURVEY, A-741
RONALD J. CHOATE	DDS ENERGY LLC	11/22/2006	4000	110	.877 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RICHARD R AND MARIE L GAUDET	DDS ENERGY LLC	9/1/2006	3897	39	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
GARY D. AND CYNTHIA R. BYINGTON	DDS ENERGY LLC	12/29/2006	4000	191	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JASON W. AND KASHA R. PERKINS	DDS ENERGY, LLC	4/12/2007	4089	915	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
GERALD A. AND NORMA L. ABRAMS	DDS ENERGY LLC	12/12/2006	4000	101	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JERRY P. AND LAQUETTA G. MURRAY	DDS ENERGY LLC	1/25/2007	4136	724	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JAMES R. HUNTER	DDS ENERGY LLC	11/29/2006	4000	82	.752 ACRES OUT OF THE H RUSSELL SURVEY, A-741
ROBIN LYNN CLEMENTS	DDS ENERGY LLC	11/24/2006	4000	91	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
HARRY W. YOUNG, JR.	DDS ENERGY LLC	11/30/2006	4000	73	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
TIMOTHY J. AND JANICE M. SMITH	DDS ENERGY LLC	2/3/2007	4136	742	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
THOMAS N. AND I. SUE THROWER	DDS ENERGY LLC	1/5/2007	4000	200	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JIMMY RAY & DEBBIE D. WASHULESKI	HOLLIS R. SULLIVAN, INC.	12/9/2006	3980	605	.66 ACRES OF LAND, BEING LOT 16, SASHA MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
ARNOLD JOSEPH AND ELAINE MARIE SCHULTER	DDS ENERGY LLC	11/8/2006	4000	164	.49 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
EDWARD WALTER AND DEBRA ANN JANN	DDS ENERGY LLC	11/6/2006	4000	55	.53 ACRES OUT OF THE H RUSSELL SURVEY, A-741
CLAIRE M. WALLACE	DDS ENERGY, LLC	3/6/2007	4089	933	.99 ACRES BEING LOT 1, BLOCK 1, TIMBER GREEN ADDITION
NORMA JANE HEFLEY	DDS ENERGY LLC	10/31/2006	4000	37	2.873 ACRES OUT OF LOTS 2, 3, 4 BLK 1 OF THE TIMBER GREEN ADDITION
STEVEN J. & JOYCE A. BALDWIN	DDS ENERGY LLC	11/28/2006	4000	28	1.07 ACRES OUT OF LOT 5 BLK 1, TIMBER GREEN ADDITION
SHEILA SUE BOX	DDS ENERGY LLC	8/25/2006	4000	19	.99 ACRES OUT OF LT 6 BLK 1 OF THE TIMBER GREEN ADDITION
CRAIG AND LISA STEPAN	DDS ENERGY LLC	11/6/2006	4000	10	.97 ACRES OUT OF LT 7 BLK 1 OF THE TIMBER GREEN ADDITION
PRESTON W. AND PAULA D. WIGGINS	DDS ENERGY LLC	1/9/2007	4000	1	1.08 ACRES OUT OF LT 8 BLK 1 OF THE TIMBER GREEN ADDITION
CRAIG R. AND THERESA D. FIELDS	DDS ENERGY LLC	10/4/2006	3999	990	.98 ACRES OUT OF LT 9 BLK 1 OF THE TIMBER GREEN ADDITION
MICHAEL L. AND SANDRA G. DAY	DDS ENERGY LLC	11/6/2006	3999	981	1.256 ACRES OUT OF LT 1 BLK 2 OF THE TIMBER GREEN ADDITION
THOMAS P. AND LINDA A. MILLS	DDS ENERGY LLC	3/30/2007	4136	715	1.11 ACRES OUT OF LT 2 BLK 2 OF THE TIMBER GREEN ADDITION
HENRY AND JUDY A. MASSEY	DDS ENERGY LLC	11/2/2006	3999	972	.988 ACRES OUT OF LT 4 BLK 2 OF THE TIMBER GREEN ADDITION
CAMILLIA D. WOOD	DDS ENERGY LLC	12/20/2006	3999	962	2.706 ACRES OUT OF LT 1&2 BLK 3 OF THE TIMBER GREEN ADDITION
P. VERNON, JR. AND SALLY STEWART YEAGER	DDS ENERGY, LLC	2/28/2007	4089	924	.819 ACRES BEING LOT 3, BLOCK 3, TIMBER GREEN ADDITION
PAUL WILLIAM OLSON	DDS ENERGY LLC	11/27/2006	3999	953	.819 ACRES OUT OF LT 4 BLK 3 OF THE TIMBER GREEN ADDITION
CHERI STEPHENS	DDS ENERGY LLC	7/31/2006	3897	48	.905 ACRES OUT OF LT 5 BLK 3 OF THE TIMBER GREEN ADDITION
WILLIAM L. AND DONNA D. JENKINS	DDS ENERGY LLC	11/11/2006	3999	944	.9 ACRES OUT OF LT 6 BLK 3 OF THE TIMBER GREEN ADDITION
EILEEN MONTGOMERY	DDS ENERGY LLC	10/14/2006	3999	935	.9 ACRES OUT OF LT 7 BLK 3 OF THE TIMBER GREEN ADDITION
ROBERT W. AND CAROLYN A. SMITH	DDS ENERGY LLC	8/19/2006	3999	926	.85 ACRES OUT OF LT 8 BLK 3 OF THE TIMBER GREEN ADDITION
DANA E. AND CARA S. HAMILTON	DDS ENERGY LLC	10/5/2006	3999	917	1.11 ACRES OUT OF LT 1 BLK 4 OF THE TIMBER GREEN ADDITION

JOHNSON COUNTY, TEXAS

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HOLLIS R. SULLIVAN, INC.

NANCY NEUBAUER	DDS ENERGY LLC	1/9/2007	4000	46	1.12 ACRES OUT OF LT 2 BLK 4 OF THE TIMBER GREEN ADDITION
ROBERT S. AND SHANNON L . MARTIN	DDS ENERGY LLC	11/7/2006	3999	908	1.19 ACRES OUT OF LT 3 BLK 4 OF THE TIMBER GREEN ADDITION
LARRY FULP	DDS ENERGY LLC	11/18/2006	3999	898	2.16 ACRES OUT OF LT4 BLK 4 OF THE TIMBER GREEN ADDITION
BARBARA I. NELSON AND BARBARA N. BLACK	DDS ENERGY LLC	12/4/2006	3999	889	.96 ACRES OUT OF LT 6 BLK 4 OF THE TIMBER COUNTY ADDITION
NEAL AND ANGELA SOWERS	DDS ENERGY LLC	11/7/2006	3999	880	.99 ACRES OUT OF LT 7 BLK 4 OF THE TIMBER GREEN ADDITION
RHONDA L. REED	DDS ENERGY LLC	12/2/2006	3999	871	.99 ACRES OUT OF LT 1 BLK 5 OF THE TIMBER GREEN, PHASE II, ADDITION
DAVID W. AND THEA LINDA BOX	DDS ENERGY LLC	11/13/2006	3999	862	1 ACRE OUT OF THE H. RUSSELL SURVEY, A-741
CYNTHIA ANN RAINES	DDS ENERGY LLC	11/26/2006	3999	853	.834 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
LARRY WALLACE AND DAVINA KNIFFIN	DDS ENERGY LLC	11/10/2006	3999	844	.89 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
BARBARA LEE GARDNER	DDS ENERGY LLC	11/18/2006	3999	835	1.03 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JOSEPH D. & JAN L. MULHOLLAND	HOLLIS R. SULLIVAN, INC.	11/13/2006	3964	990	.95 ACRES OF LAND, BEING LOT 7, BLOCK 5, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
TIMOTHY WILBER AND DEBRA LYNN MANLEY	DDS ENERGY LLC	11/16/2006	3999	826	.924 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
CAREY BLACK	HOLLIS R. SULLIVAN, INC.	2/26/2007	4043	328	.972 ACRES BEING A PORTION OF LOTS 1 AND 2, BLOCK 6, TIMBER GREEN OUT OF THE HEZEKIAH RUSSELL SURVEY A-741
WALTER F. & JUDY SEARS	HOLLIS R. SULLIVAN, INC.	10/30/2006	3951	1	.745 ACRES OF LAND, BEING A PORTION OF LOT 3, BLOCK 6, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
KENT ALTON AND CAROLYN L. KELSO	HOLLIS R. SULLIVAN, INC.	10/30/2006	3951	5	.745 ACRES BEING LOT 4R, BLOCK 6, TIMBER GREEN, HEZEKIAH RUSSELL SURVEY A-741
JOSEPH L. & DONNA CONFESSORE	HOLLIS R. SULLIVAN, INC.	11/1/2006	3950	987	.744 ACRES OF LAND, PORTION OF LOTS 4 & 5, BLOCK 6, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
THELMA L. POTTER (JAMES D. POTTER, A-I-F)	HOLLIS R. SULLIVAN, INC.	11/6/2006	3950	991	2.42 ACRES OF LAND, BEING LOT 7 & 8, BLOCK 6, TIMBER GREEN, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
JESSE & HEATHER CONFESSORE	HOLLIS R. SULLIVAN, INC.	11/16/2006	3964	986	1.04 ACRES OF LAND, BEING LOT 9, BLOCK 6, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
MARK D. & PAULA F. ZIMMER	HOLLIS R. SULLIVAN, INC.	10/15/2006	3945	949	.88 ACRES OF LAND, BEING LOT 10, BLOCK 6, TIMBER GREEN ADDITION, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
MICHAEL A. AND KIMBERLY A. YARWOOD	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	29	.758 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JOHN & JACQUE A. SETTLE	HOLLIS R. SULLIVAN, INC.	10/15/2006	3965	13	2.955 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
BARBARA A.BRADFORD	DDS ENERGY, LLC	2/6/2007	4145	618	1.05 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
DONALD AND NANCY CASTLEBERG	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	53	.773 ACRES OUT OF THE H. RUSSELL SURVEY A-741
TIM D. WARDLAW	DDS ENERGY, LLC	11/21/2006	4145	645	.91 ACRES OUT OF THE AJ FOSTER SURVEY, A-284
JOSEPH F. & DONA E. BASH	HOLLIS R. SULLIVAN, INC.	10/15/2006	3965	9	.831 ACRES OF LAND BEING LOT 17, BLOCK 6, TIMBER GREEN ADDITION, OUT OF THE H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
GARY & TONDA REDDING	HOLLIS R. SULLIVAN, INC.	11/7/2006	3951	149	1.18 ACRES OF LAND OUT OF THE H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
JOE D. LOCKHART	HOLLIS R. SULLIVAN, INC.	7/29/2006	3869	694	.77 ACRES OF LAND, MORE OR LESS, OUT OF THE H. RUSSELL SURVEY, A-741, BEING DESCRIBED AS BLOCK 6, LOT 20 OF THE TIMBER GREEN ADDITION
HUGH B. AND SUSAN J. NOWLIN	DDS ENERGY LLC	10/27/2006	3999	807	3.72 ACRES OUT OF LT 25 BLK 6 OF THE TIMBER GREEN, PHASE II, ADDITION
BYRON & CARRIE JON WELLS	HOLLIS R. SULLIVAN, INC.	11/20/2007	4246	390	.68 ACRES, M.W. SANDERS SURVEY, A-793

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
FIRST AMENDED DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

TERRY WAYNE AND DEBORAH JEANNE NEAL	DDS ENERGY LLC	11/8/2006	3999	798	1.26 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RICHARD AND GENNA EDMONDS	DDS ENERGY LLC	11/6/2006	3999	789	1 ACRE OUT OF THE H. RUSSELL SURVEY, A-741
J. K. PETRE	DDS ENERGY LLC	11/1/2006	3999	780	1.04 ACRES OUT OF LOT 28 BLK 6 OF THE TIMBER GREEN, PHASE II, ADDITION
JOE ELROY MCCARVER	DDS ENERGY LLC	11/6/2006	3999	771	.914 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
HAROLD ROBERTS, JR.	HOLLIS R. SULLIVAN, INC.	6/27/2008	4396	164	.844 ACRES OUT OF H. RUSSELL SURVEY, A-741
MICHAEL & ROBBIE DEEN	HOLLIS R. SULLIVAN, INC.	10/15/2006	4015	882	.843 ACRES BEING PORTIONS OF LOT 2, BLOCK 7, TIMBER GREEN ADDITION, AN ADDITION OUT OF THE M.W. SANDERS SURVEY A-793
LAURA MCNEELY	HOLLIS R. SULLIVAN, INC.	9/9/2006	3980	691	.833 ACRES OF LAND, BEING LOT 3, BLOCK 7, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
STEVEN C. WILLMOTH	HOLLIS R. SULLIVAN, INC.	9/4/2006	3951	185	1.59 ACRES OUT OF THE M.W. SANDERS SURVEY, A-793
JEROME J. & AMY BROWN	HOLLIS R. SULLIVAN, INC.	9/30/2006	3980	715	.86 ACRES OF LAND BEING LOT 2, BLOCK 8, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
LEE R. AND LISA A. DAVIS	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	93	.79 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
ROBIN LYNN ELLIS AKA ROBIN LYNN CLEMENTS	HOLLIS R. SULLIVAN, INC.	1/24/2007	4015	880	.66 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RONALD D. AND TRESA E. SELBY	HOLLIS R. SULLIVAN, INC.	7/28/2006	3869	678	1.6 ACRES OF LAND OUT OF THE M.W. SANDERS SURVEY, A-793
JAMES S. & ELSA POLLARD	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	456	1.078 ACRES OF LAND BEING LOT 6, BLOCK 8, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
BETHESDA WATER SUPPLY CORPORATION	HOLLIS R. SULLIVAN, INC.	5/5/2008	4380	746	1.34 ACRES (2 TRACTS) OUT OF THE A.J. FOSTER SURVEY, A-284
ROBIN D. AND PAMELA ORR	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	73	1.955 ACRES OUT OF THE H. RUSSELL SURVEY A-741 AND M.W. SANDERS SURVEY A-793
RAFAEL & REBECCA LEOS	DDS ENERGY, LLC	3/11/2008	4362	468	.903 ACRES OUT OF THE H. RUSSELL SURVEY, A-741; W.B. CARRS SURVEY, A-140 & THE A. FOSTER SURVEY, A-284
DAN AND DERIMA HALL	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	65	.80 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
HAROLD & VIVIAN JOHNSON	HOLLIS R. SULLIVAN, INC.	5/18/2007	4111	462	.8 ACRES OUT OF THE M.W. SANDERS SURVEY, A-793
KEVIN ELIOT VOGEL, ET AL	HOLLIS R. SULLIVAN, INC.	6/12/2008	4278	425	24.653 NPRI IN MOLAR UNIT
WILLIAM, III & JOETTA FINK	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	444	.82 ACRES OF LAND BEING LOT 10, BLOCK 8, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
CHARLES C. BING	HOLLIS R. SULLIVAN, INC.	9/20/2006	3980	723	.827 ACRES OF LAND, BEING PART OF THE H.C. RENFRO SURVEY, A-738, JOHNSON COUNTY, TEXAS
DANNY C. OWENS	HOLLIS R. SULLIVAN, INC.	5/17/2008	4389	632	1.14 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
CRAIG H. & BETH F. FANNING	HOLLIS R. SULLIVAN, INC.	8/2/2006	3895	457	1.64 ACRES, H. RUSSELL SURVEY, A-741
BRYAN PATRICK COLEMAN (AKA: BRYAN COLEMAN)	HOLLIS R. SULLIVAN, INC.	6/30/2008	4396	135	3.762 ACRES OUT OF THE A. FOSTER SURVEY, A-284 1.726 ACRES OUT OF THE A. FOSTER SURVEY, A-284
LYLE E. AND LYNN FREEDMAN	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	69	1.12 ACRES OUT OF THE H. RUSSELL SURVEY A-741
JAMES H. GEKELER	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	81	.97 ACRES OUT OF THE H. RUSSELL SURVEY A-741
TOMMY EARL SHEPARD	HOLLIS R. SULLIVAN, INC.	7/2/2008	4396	133	1.726 ACRES OUT OF A. FOSTER SURVEY, A-284
WILLIAM B. & DONNA L. JENKINS	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	440	1.107 ACRES BEING LOT 16, BLOCK 8, TIMER GREEN ADDITION, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
DAVID G. AND LINDY G. TROUTMAN	HOLLIS R. SULLIVAN, INC.	7/29/2007	4164	880	.73 ACRES OUT OF THE I.W. RENFRO SURVEY, A-739

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
FIRST AMENDED DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

DWIGHT L. & R. SUE QUARLES	HOLLIS R. SULLIVAN, INC.	11/16/2006	3964	982	1.0 ACRE OF LAND BEING LOT 1, BLOCK 10, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
TOMMY D. & NELLIE M. MCCULLEY	HOLLIS R. SULLIVAN, INC.	11/6/2006	3950	995	1.0 ACRE OF LAND, BEING LOT 2, BLOCK 10, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
EDDIE REAGAN AND SHEILA KATHERINE RICH	DDS ENERGY LLC	11/22/2006	3999	762	1.04 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
BOBBY DARRELL AND DONNA JEAN SMITH	DDS ENERGY LLC	11/16/2006	3999	753	1.1 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RONNIE L. AND LINDA KAY SMITH	DDS ENERGY LLC	11/14/2006	3999	744	.96 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ALBERT C. AND SUSAN K. JUSTICE	DDS ENERGY LLC	11/17/2006	3999	735	1.08 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ROBIN REEVES	DDS ENERGY LLC	11/13/2006	3999	726	1.07 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
GARY C. HOWARD	DDS ENERGY, LLC	1/11/2007	4145	636	1.12 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
LELAND S., JR. AND MARGIE A. BLANSCET	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	97	.556 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
STEVEN AND JERRY JEAN WILKERSON	HOLLIS R. SULLIVAN, INC.	7/21/2006	3869	654	.41 ACRES OF LAND OUT OF THE M.W. SANDERS SURVEY, A-793
MARY C. GARRETT	HOLLIS R. SULLIVAN, INC.	9/9/2006	3980	699	.98 ACRES OF LAND, BEING BLOCK 19, LOT 3 OF THE TIMBER GREEN ADDITION, OUT OF THE M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
LYNN M. AND JANE E. COMBS	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	61	.98 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
CHLOE S. MCMAHON	HOLLIS R. SULLIVAN, INC.	7/28/2006	3869	670	.98 ACRES OF LAND OUT OF THE M.W SANDERS SURVEY, A-793
RAYMOND W. AND MARY H. BARBER	HOLLIS R. SULLIVAN, INC.	10/31/2006	3951	33	.96 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
JONATHAN L. AND BARBARA DUGDALE	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	45	.93 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
B.W. MANN	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	57	1.24 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
THOMAS AND RUBY A. MCBRAYER	HOLLIS R. SULLIVAN, INC.	3/5/2007	4043	398	.987 ACRES BEING LOT 19, BLOCK 9, TIMBER GREEN ADDITION OUT OF THE M.W. SANDERS SURVEY, A-793
RONALD D. & ANITA J. UNGER	HOLLIS R. SULLIVAN, INC.	7/31/2006	3869	682	.78 ACRES OF LAND, MORE OR LESS, OUT OF THE M.W. SANDERS SURVEY, A-793 BEING DESCRIBED AS BLOCK 19, LOT 10
M.E. & SHIRLEY RICE	HOLLIS R. SULLIVAN, INC.	1/24/2007	4015	878	.92 ACRES BEING LOT 11, BLOCK 19, TIMBER GREEN, AN ADDITION LOCATED IN THE M.W. SANDERS SURVEY A-793
LAWRENCE C. & SALLY J. SMITH	HOLLIS R. SULLIVAN, INC.	5/30/2008	4380	744	.85 OUT OF THE M.W. SANDERS SURVEY, A-793
WILLIAM & DIANE M. SUDDUTH	HOLLIS R. SULLIVAN, INC.	7/31/2006	3869	686	1.25 ACRES OF LAND, MORE OR LESS, OUT OF THE M.W. SANDERS SURVEY, A-793, BEING DESCRIBED AS BLOCK 19, LOT 13
TREYE & CATHY PHELPS	HOLLIS R. SULLIVAN, INC.	8/10/2006	3895	461	1.06 ACRES, M.W. SANDERS SURVEY, A-793
MELVIN N. & CAROLE J. RUSSELL	HOLLIS R. SULLIVAN, INC.	10/16/2006	3934	420	.92 ACRES OF LAND BEING LOT 15, BLOCK 19, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793 JOHNSON COUNTY, TEXAS
RUTH E. ANDERSON	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	448	2.04 ACRES OUT OF THE M.W. SANDERS SURVEY, A-793
FRED, JR. & BARBARA A. SCHOR	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	452	1.016 ACRES OF LAND BEING LOT 1, BLOCK 9, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
JOSHUA & JORENNE BRITT	HOLLIS R. SULLIVAN, INC.	11/20/2007	4292	474	.46 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
AARON K. & TRACEY J. SHEHAN	HOLLIS R. SULLIVAN, INC.	11/6/2007	4246	392	.58 ACRES, M.W. SANDERS SURVEY, A-793
BILLY WAYNE NEWMAN	HOLLIS R. SULLIVAN, INC.	10/19/2007	4228	158	.71 ACRES OUT OF THE A. FOSTER SURVEY, A-284

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
FIRST AMENDED DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

CLIFFORD REED DAVIS	HOLLIS R. SULLIVAN, INC.	10/12/2007	4216	547	.687 OUT OF THE M.W. SANDERS SURVEY, A-793
ROBERT W. & GRACE L. GREENWOOD	HOLLIS R. SULLIVAN, INC.	1/19/2008	4292	470	.81 OUT OF THE M.W. SANDERS SURVEY, A-793
DANNY JOHNSON	HOLLIS R. SULLIVAN, INC.	10/23/2007	4228	160	1.48 ACRES OUT OF THE A. FOSTER SURVEY, A-284
JUDY CAROL SHEPARD	HOLLIS R. SULLIVAN, INC.	7/3/2008	4396	137	1.726 ACRES OUT OF A. FOSTER SURVEY, A-284
DALE R. & PATRICIA A. DEXHEIMER	DDS ENERGY LLC	10/5/2006	4000	209	2.01 ACRES, LOTS 6 & 8, BLOCK 3 HOGAN ACRES
MICHAEL ELMO COLEMAN	HOLLIS R. SULLIVAN, INC.	7/9/2008	4410	94	3.762 & 1.726 ACRES OF THE A. FOSTER SURVEY A-284
CECIL STOWE, JR., ET UX	HOLLIS R. SULLIVAN, INC.	7/21/2008	4410	96	LOT 9, BLOCK 10, TIMBER GREEN ADDITION

SS

COPY

Remy hand delivered to Johnson 8-8-08

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.

DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC. – MOLAR UNIT

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

The undersigned, being the owners of the valid and subsisting oil, gas and mineral leases, as described on Exhibit "A" attached hereto and made a part hereof, in and to the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of their ownership rights and by virtue of the authority conferred by the terms of such oil, gas and mineral leases and all amendments and corrections thereto or other agreements affecting its interest, hereby pool and unitize said oil, gas and mineral leases and other interests therein to the extent of the land and depths described on Exhibit "B", for the purpose of drilling for, development and production of gas and associated hydrocarbons (including condensate, distillate and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tract bears to the total number of surface acres in the Unit.

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or diminish the unit area in accordance with the applicable rules of regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases and other agreements, by appropriate amendments or instruments correction or committing any such interest to this Unit.

By execution of this Designation of Unit, the undersigned does not exhaust its right to pool the leases and lands hereinabove described with other leases and

8/7/08

lands as to any other minerals, horizon or strata covered thereby, and the undersigned expressly reserves unto itself, its assignees or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons or strata in the vicinity and so far as the power, right and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction. This Unit may not be ratified or joined in by any party who is not named herein below without the consent of the parties hereto.

This Designation of Unit may be executed in any number of counterparts, each of which shall be considered an original. For recording purposes, multiple signature pages may be accumulated to form a single original.

EXECUTED on the acknowledgment date shown below, but to be effective as of August 7, 2008.

Sharon Smith
Acknowledgment

HOLLIS R. SULLIVAN, INC.
William B. Ford
By: William B. Ford,
Vice-President, Land

STATE OF TEXAS
COUNTY OF WICHITA

This instrument was acknowledged before me on this 7th day of August 20___ by William B. Ford, acting in his capacity as Vice-President, Land, of Hollis R. Sullivan, Inc.

DAVID E. LITTLE
Notary Public, State of Texas
My Commission Expires
November 07, 2011

D. E. Little
Notary Public – State of Texas

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

Lessor	Lessee	LeaseDate	Volume	Page	Description
CARLENE PALACIOS	DDS ENERGY LLC	2/23/2006	3897	144	5.334 ACRES OUT OF THE WILLIAM B. CAPPS SURVEY, A-140
FOY J. & VIRDIE L. DUNAWAY	HOLLIS R. SULLIVAN, INC.	9/30/2006	3980	743	6.54 ACRES OF LAND, OUT OF THE W. B. CAPPS SURVEY, A-140, JOHNSON COUNTY, TEXAS
BURLESON ISD	DDS ENERGY LLC	1/15/2007	4000	254	20 ACRES OUT OF THE B.B.B. & C.R.R. CO. SURVEY, A-97, THE JOSE ZAMBRANDO, A-934, AND THE A. FOSTER SURVEY, A-284
WAYNE C. LANDERS	DDS ENERGY LLC	9/11/2006	4000	269	1.881 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
LENA GAYNELL HOWARD	DDS ENERGY LLC	8/5/2006	3897	93	.789 ACRES OUT OF THE ANTTH FOSTER SURVEY
JIMMY W. CUDE	DDS ENERGY, LLC	12/4/2006	4000	277	1.0 ACRES OUT OF THE A. FOSTER SURVEY A-284
WALTER EUGENE AND JULIA ANN SARBAUGH	DDS ENERGY LLC	3/15/2007	4136	733	1.188 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ALLEN R. AND BETTY J. RANDELL	DDS ENERGY LLC	8/31/2006	3897	20	4.03 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ROBIN COLEMAN	DDS ENERGY LLC	2/23/2006	3897	154	2.781 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
ELMO COLEMAN	DDS ENERGY LLC	2/20/2006	3897	119	1.726 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
LAURA L. ADAY	DDS ENERGY LLC	4/20/2006	3897	110	21.2 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
C. S. LEDBETTER	DDS ENERGY LLC	4/20/2006	3897	101	12.5 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ELMO COLEMAN	DDS ENERGY LLC	7/3/2006	3897	127	3.633 ACRES OUT OF THE ANTHONY FOSTER SURVEY, A-284
MARVIN E. AND CANDICE A. MONTGOMERY	DDS ENERGY, LLC	5/2/2007	4089	896	.348 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
JULIA FRANCIS GOODYEAR	DDS ENERGY LLC	9/12/2006	4000	295	2 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
VALERIE O'BRIEN	DDS ENERGY, LLC	2/2/2007	4145	627	1.29 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
CLYDE ODOM PARNELL	DDS ENERGY LLC	9/15/2006	4000	304	1.128 ACRES OUT OF THE A. J. FOSTER SURVEY, A-284
LINDA LEE TERRY (AKA: LINDA LEE LYONS)	DDS ENERGY LLC	8/31/2006	3897	10	1.956 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
BRET L. AND LYNN C. MORRIS	HOLLIS R. SULLIVAN, INC.	10/23/2006	3951	37	1.407 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JEFF AND PATRICIA A. BRAST	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	133	17.359 ACRES OUT OF THE H.C. RENFRO SURVEY A-738 , THE H. RUSSELL SURVEY A-741 AND THE M.W. SANDERS SURVEY A-793
RICHARD B. AND JANIS KAY O'DELL	DDS ENERGY LLC	7/27/2006	3897	66	4.01 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
STEPHEN JAY AND PAULA MCBRIDE WEBB	DDS ENERGY, LLC	10/11/2006	3999	699	3.07 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
STEPHEN W. AND KATHLEEN D. GRIFFIN	DDS ENERGY, LLC	11/6/2006	3999	708	1.762 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ROGER E. AND TAMRA F. MOORE	DDS ENERGY LLC	8/3/2006	3897	75	4.87 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ROGER E. AND TAMRA F. MOORE	DDS ENERGY LLC	8/3/2006	3897	84	3.084 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
MARK W. HIXSON	DDS ENERGY LLC	11/17/2006	3999	817	1 ACRE OUT OF LT 24R BLK 6 OF THE TIMBER GREEN, PHASE II, ADDITION
ROGER E. AND TAMRA F. MOORE	DDS ENERGY LLC	8/3/2006	3897	75	4.87 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
COLBY B. AND FRANCHON NOWLIN	DDS ENERGY LLC	11/6/2006	4000	226	.84 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
CAMILLIA D. WOOD	DDS ENERGY LLC	12/20/2006	3999	717	1.635 ACRES OUT OF LT 10 BLK 10 OF THE TIMBER GREEN ADDITION
JUANITA WATKINS	DDS ENERGY LLC	8/31/2006	3897	1	.82 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
VICTORIA BLANTON	DDS ENERGY LLC	8/31/2006	3896	989	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
BYRON F. AND BARBARA BLACK	DDS ENERGY LLC	8/8/2006	4136	697	1.72 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
DESIGNATION OF UNIT

HOLLIS R. SULLIVAN, INC.

twice

VICTORIA BLANTON	DDS ENERGY LLC	8/31/2006	3896	989	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
BYRON F. AND BARBARA BLACK	DDS ENERGY LLC	8/8/2006	4136	697	1.72 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
WALTER EUGENE AND JULIA ANN SARBAUGH	DDS ENERGY LLC	11/17/2006	4000	245	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
WILLIAM M. JR., AND KAY B. TABOR	DDS ENERGY LLC	12/22/2006	4000	236	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ROBERT J. AND NELDA S. PULLIAM	DDS ENERGY LLC	8/31/2006	3897	30	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
JAMES A. BENDER	HOLLIS R. SULLIVAN, INC.	6/15/2007	4133	223	1.06 ACRES OUT OF THE A. FOSTER, A-284
WALTER S. & LYNDA CHERYL WEST	HOLLIS R. SULLIVAN, INC.	10/22/2007	4228	156	1.0 ACRES OUT OF THE A. FOSTER SURVEY, A-284
TODD C. AND MARY-MARGARET R. MCCLESKEY	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	147	.448 ACRES OUT OF THE A. FOSTER SURVEY, A-284
RICHARD M. AND AMANDA J. MCNEELEGE	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	159	.395 ACRES OUT OF THE A. FOSTER SURVEY, A-284
DELBERT E. AND PHYLLIS K. O'NEAL	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	145	.369 ACRES OUT OF THE A. FOSTER SURVEY, A-284
STEVEN W. AND DEBBIE AMBURN	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	151	.375 ACRES OUT OF THE A. FOSTER SURVEY, A-284
WESLEY D. AND CAROL A. BLAKE	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	157	.331 ACRES OUT OF THE A. FOSTER SURVEY, A-284
SHARLA MICHELLE MORELAN AND FRANK EARL SMITH	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	139	.329 ACRES OUT OF THE A. FOSTER SURVEY, A-284
KENNETH D. AND ROBIN L. ALLSHOUSE	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	143	.441 ACRES OUT OF THE A. FOSTER SURVEY, A-284
BRANT FORD AND LEE ANN FARRIS	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	153	.28 ACRES OUT OF THE A. FOSTER SURVEY, A-284
MISTI MICHELLE AND CHAD EDWARD VARNELL	HOLLIS R. SULLIVAN, INC.	6/26/2008	4404	347	.39 ACRES OUT OF THE A. FOSTER SURVEY, A-284
CYNTHIA J. MINOR	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	155	.281 ACRES OUT OF THE A. FOSTER SURVEY, A-284
MICHAEL GEORGE AND ANGELA PAVLOVSKY	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	149	.254 ACRES OUT OF THE A. FOSTER SURVEY, A-284
TROY COLLINS AND LEANN MARIE SAMUEL STEVENS	HOLLIS R. SULLIVAN, INC.	7/1/2008	4396	141	.34 ACRES OUT OF THE A. FOSTER SURVEY, A-284
EDWARD E. REAMY	HOLLIS R. SULLIVAN, INC.	7/2/2008	4396	161	2.484 ACRES OUT OF A. FOSTER SURVEY, A-284 (LOT 3, BLOCK 1; LOTS 3 & 4, BLOCK 2; LOTS 1, 2, 3 & 6, ALL BLOCK 3)
JOHN A. AND LESLIE K. BYRD	DDS ENERGY LLC	9/7/2006	3897	39	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
ROCKY & ANGELA J. BRANSON	HOLLIS R. SULLIVAN, INC.	1/31/2008	4350	851	3.354 ACRES OUT OF THE A. FOSTER SURVEY A-284
THOMAS C. AND MILDRED L. GEORGE	DDS ENERGY LLC	10/9/2006	4000	217	1.06 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
WAYNE E. AND ELIZABETH CLARK	DDS ENERGY LLC	11/6/2006	4000	155	.62 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JAMES E AND GERALDINE DAVIS	DDS ENERGY LLC	12/1/2006	4000	146	.62 ACRES OUT OF THE H RUSSELL SURVEY, A-741
JOSHUA T. AND REGAN R. STARKEY	DDS ENERGY LLC	1/3/2007	4000	173	.62 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
CARMEN IRENE ANDERSON	DDS ENERGY LLC	11/7/2006	4000	137	.62 ACRES OUT OF THE H. RUSSELL SURVEY, 1-741
FRANK SABINE	HOLLIS R. SULLIVAN, INC.	12/12/2006	3980	609	.62 ACRES OF LAND BEING LOT 6, SASHA MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
SANDRA PARKS	DDS ENERGY, LLC	1/18/2007	4152	124	.62 ACRES OUT OF THE AJ FOSTER SURVEY, A-284
EVIN W. THURMAN	DDS ENERGY LLC	11/25/2006	4000	128	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741

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JOHNSON COUNTY, TEXAS

EXHIBIT "A"
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HOLLIS R. SULLIVAN, INC.

STEVEN RAY & LACHEL AVLINE DEAN	HOLLIS R. SULLIVAN, INC.	1/2/2007	3995	650	.62 ACRES OF LAND, BEING LOT 9, SASHA MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
CLIFFORD J. AND HELEN C. CAVENDER	DDS ENERGY LLC	12/30/2006	4000	182	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JOHN AND GAIL TUBBS	DDS ENERGY LLC	12/19/2006	4000	64	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
GARRETT R. GILREATH	DDS ENERGY LLC	11/22/2006	4000	119	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
LINDA A. MILLS	DDS ENERGY LLC	3/30/2007	4136	706	2.071 ACRES OUT OF H. RUSSELL SURVEY, A-741
RONALD J. CHOATE	DDS ENERGY LLC	11/22/2006	4000	110	.877 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RICHARD R AND MARIE L GAUDET	DDS ENERGY LLC	9/1/2006	3897	39	.86 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
GARY D. AND CYNTHIA R. BYINGTON	DDS ENERGY LLC	12/29/2006	4000	191	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JASON W. AND KASHA R. PERKINS	DDS ENERGY, LLC	4/12/2007	4089	915	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
GERALD A. AND NORMA L. ABRAMS	DDS ENERGY LLC	12/12/2006	4000	101	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JERRY P. AND LAQUETTA G. MURRAY	DDS ENERGY LLC	1/25/2007	4136	724	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JAMES R. HUNTER	DDS ENERGY LLC	11/29/2006	4000	82	.752 ACRES OUT OF THE H RUSSELL SURVEY, A-741
ROBIN LYNN CLEMENTS	DDS ENERGY LLC	11/24/2006	4000	91	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
HARRY W. YOUNG, JR.	DDS ENERGY LLC	11/30/2006	4000	73	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
TIMOTHY J. AND JANICE M. SMITH	DDS ENERGY LLC	2/3/2007	4136	742	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
THOMAS N. AND I. SUE THROWER	DDS ENERGY LLC	1/5/2007	4000	200	.752 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JIMMY RAY & DEBBIE D. WASHULESKI	HOLLIS R. SULLIVAN, INC.	12/9/2006	3980	605	.66 ACRES OF LAND, BEING LOT 16, SASHA MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
ARNOLD JOSEPH AND ELAINE MARIE SCHULTER	DDS ENERGY LLC	11/8/2006	4000	164	.49 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
EDWARD WALTER AND DEBRA ANN JANN	DDS ENERGY LLC	11/6/2006	4000	55	.53 ACRES OUT OF THE H RUSSELL SURVEY, A-741
CLAIRE M. WALLACE	DDS ENERGY, LLC	3/6/2007	4089	933	.99 ACRES BEING LOT 1, BLOCK 1, TIMBER GREEN ADDITION
NORMA JANE HEFLEY	DDS ENERGY LLC	10/31/2006	4000	37	2.873 ACRES OUT OF LOTS 2, 3, 4 BLK 1 OF THE TIMBER GREEN ADDITION
STEVEN J. & JOYCE A. BALDWIN	DDS ENERGY LLC	11/28/2006	4000	28	1.07 ACRES OUT OF LOT 5 BLK 1, TIMBER GREEN ADDITION
SHEILA SUE BOX	DDS ENERGY LLC	8/25/2006	4000	19	.99 ACRES OUT OF LT 6 BLK 1 OF THE TIMBER GREEN ADDITION
CRAIG AND LISA STEPAN	DDS ENERGY LLC	11/6/2006	4000	10	.97 ACRES OUT OF LT 7 BLK 1 OF THE TIMBER GREEN ADDITION
PRESTON W. AND PAULA D. WIGGINS	DDS ENERGY LLC	1/9/2007	4000	1	1.08 ACRES OUT OF LT 8 BLK 1 OF THE TIMBER GREEN ADDITION
CRAIG R. AND THERESA D. FIELDS	DDS ENERGY LLC	10/4/2006	3999	990	.98 ACRES OUT OF LT 9 BLK 1 OF THE TIMBER GREEN ADDITION
MICHAEL L. AND SANDRA G. DAY	DDS ENERGY LLC	11/6/2006	3999	981	1.256 ACRES OUT OF LT 1 BLK 2 OF THE TIMBER GREEN ADDITION
THOMAS P. AND LINDA A. MILLS	DDS ENERGY LLC	3/30/2007	4136	715	1.11 ACRES OUT OF LT 2 BLK 2 OF THE TIMBER GREEN ADDITION
HENRY AND JUDY A. MASSEY	DDS ENERGY LLC	11/2/2006	3999	972	.988 ACRES OUT OF LT 4 BLK 2 OF THE TIMBER GREEN ADDITION
CAMILLIA D. WOOD	DDS ENERGY LLC	12/20/2006	3999	962	2.706 ACRES OUT OF LT 1&2 BLK 3 OF THE TIMBER GREEN ADDITION
P. VERNON, JR. AND SALLY STEWART YEAGER	DDS ENERGY, LLC	2/28/2007	4089	924	.819 ACRES BEING LOT 3, BLOCK 3, TIMBER GREEN ADDITION

JOHNSON COUNTY, TEXAS

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HOLLIS R. SULLIVAN, INC.

PAUL WILLIAM OLSON	DDS ENERGY LLC	11/27/2006	3999	953	.819 ACRES OUT OF LT 4 BLK 3 OF THE TIMBER GREEN ADDITION
CHERI STEPHENS	DDS ENERGY LLC	7/31/2006	3897	48	.905 ACRES OUT OF LT 5 BLK 3 OF THE TIMBER GREEN ADDITION
WILLIAM L. AND DONNA D. JENKINS	DDS ENERGY LLC	11/11/2006	3999	944	.9 ACRES OUT OF LT 6 BLK 3 OF THE TIMBER GREEN ADDITION
EILEEN MONTGOMERY	DDS ENERGY LLC	10/14/2006	3999	935	.9 ACRES OUT OF LT 7 BLK 3 OF THE TIMBER GREEN ADDITION
ROBERT W. AND CAROLYN A. SMITH	DDS ENERGY LLC	8/19/2006	3999	926	.85 ACRES OUT OF LT 8 BLK 3 OF THE TIMBER GREEN ADDITION
DANA E. AND CARA S. HAMILTON	DDS ENERGY LLC	10/5/2006	3999	917	1.11 ACRES OUT OF LT 1 BLK 4 OF THE TIMBER GREEN ADDITION
NANCY NEUBAUER	DDS ENERGY LLC	1/9/2007	4000	46	1.12 ACRES OUT OF LT 2 BLK 4 OF THE TIMBER GREEN ADDITION
ROBERT S. AND SHANNON L. MARTIN	DDS ENERGY LLC	11/7/2006	3999	908	1.19 ACRES OUT OF LT 3 BLK 4 OF THE TIMBER GREEN ADDITION
LARRY FULP	DDS ENERGY LLC	11/18/2006	3999	898	2.16 ACRES OUT OF LT4 BLK 4 OF THE TIMBER GREEN ADDITION
BARBARA I. NELSON AND BARBARA N. BLACK	DDS ENERGY LLC	12/4/2006	3999	889	.96 ACRES OUT OF LT 6 BLK 4 OF THE TIMBER COUNTY ADDITION
NEAL AND ANGELA SOWERS	DDS ENERGY LLC	11/7/2006	3999	880	.99 ACRES OUT OF LT 7 BLK 4 OF THE TIMBER GREEN ADDITION
RHONDA L. REED	DDS ENERGY LLC	12/2/2006	3999	871	.99 ACRES OUT OF LT 1 BLK 5 OF THE TIMBER GREEN, PHASE II, ADDITION
DAVID W. AND THEA LINDA BOX	DDS ENERGY LLC	11/13/2006	3999	862	1 ACRE OUT OF THE H. RUSSELL SURVEY, A-741
CYNTHIA ANN RAINES	DDS ENERGY LLC	11/26/2006	3999	853	.834 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
LARRY WALLACE AND DAVINA KNIFFIN	DDS ENERGY LLC	11/10/2006	3999	844	.89 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
BARBARA LEE GARDNER	DDS ENERGY LLC	11/18/2006	3999	835	1.03 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
JOSEPH D. & JAN L. MULHOLLAND	HOLLIS R. SULLIVAN, INC.	11/13/2006	3964	990	.95 ACRES OF LAND, BEING LOT 7, BLOCK 5, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
TIMOTHY WILBER AND DEBRA LYNN MANLEY	DDS ENERGY LLC	11/16/2006	3999	826	.924 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
CAREY BLACK	HOLLIS R. SULLIVAN, INC.	2/26/2007	4043	328	.972 ACRES BEING A PORTION OF LOTS 1 AND 2, BLOCK 6, TIMBER GREEN OUT OF THE HEZEKIAH RUSSELL SURVEY A-741
WALTER F. & JUDY SEARS	HOLLIS R. SULLIVAN, INC.	10/30/2006	3951	1	.745 ACRES OF LAND, BEING A PORTION OF LOT 3, BLOCK 6, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
KENT ALTON AND CAROLYN L. KELSO	HOLLIS R. SULLIVAN, INC.	10/30/2006	3951	5	.745 ACRES BEING LOT 4R, BLOCK 6, TIMBER GREEN, HEZEKIAH RUSSELL SURVEY A-741
JOSEPH L. & DONNA CONFESSORE	HOLLIS R. SULLIVAN, INC.	11/1/2006	3950	987	.744 ACRES OF LAND, PORTION OF LOTS 4 & 5, BLOCK 6, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
THELMA L. POTTER (JAMES D. POTTER, A-I-F)	HOLLIS R. SULLIVAN, INC.	11/6/2006	3950	991	2.42 ACRES OF LAND, BEING LOT 7 & 8, BLOCK 6, TIMBER GREEN, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
JESSE & HEATHER CONFESSORE	HOLLIS R. SULLIVAN, INC.	11/16/2006	3964	986	1.04 ACRES OF LAND, BEING LOT 9, BLOCK 6, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
MARK D. & PAULA F. ZIMMER	HOLLIS R. SULLIVAN, INC.	10/15/2006	3945	949	.88 ACRES OF LAND, BEING LOT 10, BLOCK 6, TIMBER GREEN ADDITION, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
MICHAEL A. AND KIMBERLY A. YARWOOD	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	29	.758 ACRES OUT OF THE H. RUSSELL SURVEY, A-741

JOHNSON COUNTY, TEXAS

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HOLLIS R. SULLIVAN, INC.

JOHN & JACQUE A. SETTLE	HOLLIS R. SULLIVAN, INC.	10/15/2006	3965	13	2.955 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
BARBARA A.BRADFORD	DDS ENERGY, LLC	2/6/2007	4145	618	1.05 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
DONALD AND NANCY CASTLEBERG	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	53	.773 ACRES OUT OF THE H. RUSSELL SURVEY A-741
TIM D. WARDLAW	DDS ENERGY, LLC	11/21/2006	4145	645	.91 ACRES OUT OF THE AJ FOSTER SURVEY, A-284
JOSEPH F. & DONA E. BASH	HOLLIS R. SULLIVAN, INC.	10/15/2006	3965	9	.831 ACRES OF LAND BEING LOT 17, BLOCK 6, TIMBER GREEN ADDITION, OUT OF THE H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
GARY & TONDA REDDING	HOLLIS R. SULLIVAN, INC.	11/7/2006	3951	149	1.18 ACRES OF LAND OUT OF THE H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
JOE D. LOCKHART	HOLLIS R. SULLIVAN, INC.	7/29/2006	3869	694	.77 ACRES OF LAND, MORE OR LESS, OUT OF THE H. RUSSELL SURVEY, A-741, BEING DESCRIBED AS BLOCK 6, LOT 20 OF THE TIMBER GREEN ADDITION
HUGH B. AND SUSAN J. NOWLIN	DDS ENERGY LLC	10/27/2006	3999	807	3.72 ACRES OUT OF LT 25 BLK 6 OF THE TIMBER GREEN, PHASE II, ADDITION
BYRON & CARRIE JON WELLS	HOLLIS R. SULLIVAN, INC.	11/20/2007	4246	390	.68 ACRES, M.W. SANDERS SURVEY, A-793
TERRY WAYNE AND DEBORAH JEANNE NEAL	DDS ENERGY LLC	11/8/2006	3999	798	1.26 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RICHARD AND GENNA EDMONDS	DDS ENERGY LLC	11/6/2006	3999	789	1 ACRE OUT OF THE H. RUSSELL SURVEY, A-741
J. K. PETRE	DDS ENERGY LLC	11/1/2006	3999	780	1.04 ACRES OUT OF LOT 28 BLK 6 OF THE TIMBER GREEN, PHASE II, ADDITION
JOE ELROY MCCARVER	DDS ENERGY LLC	11/6/2006	3999	771	.914 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
HAROLD ROBERTS, JR.	HOLLIS R. SULLIVAN, INC.	6/27/2008	4396	164	.844 ACRES OUT OF H. RUSSELL SURVEY, A-741
MICHAEL & ROBBIE DEEN	HOLLIS R. SULLIVAN, INC.	10/15/2006	4015	882	.843 ACRES BEING PORTIONS OF LOT 2, BLOCK 7, TIMBER GREEN ADDITION, AN ADDITION OUT OF THE M.W. SANDERS SURVEY A-793
LAURA MCNEELY	HOLLIS R. SULLIVAN, INC.	9/9/2006	3980	691	.833 ACRES OF LAND, BEING LOT 3, BLOCK 7, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
STEVEN C. WILLMOTH	HOLLIS R. SULLIVAN, INC.	9/4/2006	3951	185	1.59 ACRES OUT OF THE M.W. SANDERS SURVEY, A-793
JEROME J. & AMY BROWN	HOLLIS R. SULLIVAN, INC.	9/30/2006	3980	715	.86 ACRES OF LAND BEING LOT 2, BLOCK 8, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
LEE R. AND LISA A. DAVIS	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	93	.79 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
ROBIN LYNN ELLIS AKA ROBIN LYNN CLEMENTS	HOLLIS R. SULLIVAN, INC.	1/24/2007	4015	880	.66 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RONALD D. AND TRESA E. SELBY	HOLLIS R. SULLIVAN, INC.	7/28/2006	3869	678	1.6 ACRES OF LAND OUT OF THE M.W. SANDERS SURVEY, A-793
JAMES S. & ELSA POLLARD	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	456	1.078 ACRES OF LAND BEING LOT 6, BLOCK 8, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
BETHESDA WATER SUPPLY CORPORATION	HOLLIS R. SULLIVAN, INC.	5/5/2008	4380	746	1.34 ACRES (2 TRACTS) OUT OF THE A.J. FOSTER SURVEY, A-284
ROBIN D. AND PAMELA ORR	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	73	1.955 ACRES OUT OF THE H. RUSSELL SURVEY A-741 AND M.W. SANDERS SURVEY A-793

JOHNSON COUNTY, TEXAS

EXHIBIT "A"
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HOLLIS R. SULLIVAN, INC.

RAFAEL & REBECCA LEOS	DDS ENERGY, LLC	3/11/2008	4362	468	.903 ACRES OUT OF THE H. RUSSELL SURVEY, A-741; W.B. CARRS SURVEY, A-140 & THE A. FOSTER SURVEY, A-284
DAN AND DERIMA HALL	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	65	.80 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
HAROLD & VIVIAN JOHNSON	HOLLIS R. SULLIVAN, INC.	5/18/2007	4111	462	.8 ACRES OUT OF THE M.W. SANDERS SURVEY, A-793
KEVIN ELIOT VOGEL, ET AL	HOLLIS R. SULLIVAN, INC.	6/12/2008	4278	425	24.653 NPRI IN MOLAR UNIT
WILLIAM, III & JOETTA FINK	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	444	.82 ACRES OF LAND BEING LOT 10, BLOCK 8, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
CHARLES C. BING	HOLLIS R. SULLIVAN, INC.	9/20/2006	3980	723	.827 ACRES OF LAND, BEING PART OF THE H.C. RENFRO SURVEY, A-738, JOHNSON COUNTY, TEXAS
DANNY C. OWENS	HOLLIS R. SULLIVAN, INC.	5/17/2008	4389	632	1.14 ACRES OUT OF THE A.J. FOSTER SURVEY, A-284
CRAIG H. & BETH F. FANNING	HOLLIS R. SULLIVAN, INC.	8/2/2006	3895	457	1.64 ACRES, H. RUSSELL SURVEY, A-741
BRYAN PATRICK COLEMAN (AKA: BRYAN COLEMAN)	HOLLIS R. SULLIVAN, INC.	6/30/2008	4396	135	3.762 ACRES OUT OF THE A. FOSTER SURVEY, A-284 1.726 ACRES OUT OF THE A. FOSTER SURVEY, A-284
LYLE E. AND LYNN FREEDMAN	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	69	1.12 ACRES OUT OF THE H. RUSSELL SURVEY A-741
JAMES H. GEKELER	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	81	.97 ACRES OUT OF THE H. RUSSELL SURVEY A-741
TOMMY EARL SHEPARD	HOLLIS R. SULLIVAN, INC.	7/2/2008	4396	133	1.726 ACRES OUT OF A. FOSTER SURVEY, A-284
WILLIAM B. & DONNA L. JENKINS	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	440	1.107 ACRES BEING LOT 16, BLOCK 8, TIMER GREEN ADDITION, H. RUSSELL SURVEY, A-741, JOHNSON COUNTY, TEXAS
DAVID G. AND LINDY G. TROUTMAN	HOLLIS R. SULLIVAN, INC.	7/29/2007	4164	880	.73 ACRES OUT OF THE I.W. RENFRO SURVEY, A-739
DWIGHT L. & R. SUE QUARLES	HOLLIS R. SULLIVAN, INC.	11/16/2006	3964	982	1.0 ACRE OF LAND BEING LOT 1, BLOCK 10, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
TOMMY D. & NELLIE M. MCCULLEY	HOLLIS R. SULLIVAN, INC.	11/6/2006	3950	995	1.0 ACRE OF LAND, BEING LOT 2, BLOCK 10, TIMBER GREEN, AN ADDITION TO JOHNSON COUNTY, TEXAS, LOCATED IN THE HEZEKIAH RUSSELL SURVEY, A-741
EDDIE REAGAN AND SHEILA KATHERINE RICH	DDS ENERGY LLC	11/22/2006	3999	762	1.04 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
BOBBY DARRELL AND DONNA JEAN SMITH	DDS ENERGY LLC	11/16/2006	3999	753	1.1 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
RONNIE L. AND LINDA KAY SMITH	DDS ENERGY LLC	11/14/2006	3999	744	.96 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ALBERT C. AND SUSAN K. JUSTICE	DDS ENERGY LLC	11/17/2006	3999	735	1.08 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
ROBIN REEVES	DDS ENERGY LLC	11/13/2006	3999	726	1.07 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
GARY C. HOWARD	DDS ENERGY, LLC	1/11/2007	4145	636	1.12 ACRES OUT OF THE H. RUSSELL SURVEY, A-741
LELAND S., JR. AND MARGIE A. BLANSCET	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	97	.556 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
STEVEN AND JERRY JEAN WILKERSON	HOLLIS R. SULLIVAN, INC.	7/21/2006	3869	654	.41 ACRES OF LAND OUT OF THE M.W. SANDERS SURVEY, A-793
MARY C. GARRETT	HOLLIS R. SULLIVAN, INC.	9/9/2006	3980	699	.98 ACRES OF LAND, BEING BLOCK 19, LOT 3 OF THE TIMBER GREEN ADDITION, OUT OF THE M.W. SANDERS SURVEY, A-793, JOHNSON COUNTY, TEXAS
LYNN M. AND JANE E. COMBS	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	61	.98 ACRES OUT OF THE M.W. SANDERS SURVEY A-793

JOHNSON COUNTY, TEXAS

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HOLLIS R. SULLIVAN, INC.

CHLOE S. MCMAHON	HOLLIS R. SULLIVAN, INC.	7/28/2006	3869	670	.98 ACRES OF LAND OUT OF THE M.W SANDERS SURVEY, A-793
RAYMOND W. AND MARY H. BARBER	HOLLIS R. SULLIVAN, INC.	10/31/2006	3951	33	.96 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
JONATHAN L. AND BARBARA DUGDALE	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	45	.93 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
B.W. MANN	HOLLIS R. SULLIVAN, INC.	10/15/2006	3951	57	1.24 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
THOMAS AND RUBY A. MCBRAYER	HOLLIS R. SULLIVAN, INC.	3/5/2007	4043	398	.987 ACRES BEING LOT 19, BLOCK 9, TIMBER GREEN ADDITION OUT OF THE M.W. SANDERS SURVEY, A-793
RONALD D. & ANITA J. UNGER	HOLLIS R. SULLIVAN, INC.	7/31/2006	3869	682	.78 ACRES OF LAND, MORE OR LESS, OUT OF THE M.W. SANDERS SURVEY, A-793 BEING DESCRIBED AS BLOCK 19, LOT 10
M.E. & SHIRLEY RICE	HOLLIS R. SULLIVAN, INC.	1/24/2007	4015	878	.92 ACRES BEING LOT 11, BLOCK 19, TIMBER GREEN, AN ADDITION LOCATED IN THE M.W. SANDERS SURVEY A-793
LAWRENCE C. & SALLY J. SMITH	HOLLIS R. SULLIVAN, INC.	5/30/2008	4380	744	.85 OUT OF THE M.W. SANDERS SURVEY, A-793
WILLIAM & DIANE M. SUDDUTH	HOLLIS R. SULLIVAN, INC.	7/31/2006	3869	686	1.25 ACRES OF LAND, MORE OR LESS, OUT OF THE M.W. SANDERS SURVEY, A-793, BEING DESCRIBED AS BLOCK 19, LOT 13
TREYE & CATHY PHELPS	HOLLIS R. SULLIVAN, INC.	8/10/2006	3895	461	1.06 ACRES, M.W. SANDERS SURVEY, A-793
MELVIN N. & CAROLE J. RUSSELL	HOLLIS R. SULLIVAN, INC.	10/16/2006	3934	420	.92 ACRES OF LAND BEING LOT 15, BLOCK 19, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A 793 JOHNSON COUNTY, TEXAS
RUTH E. ANDERSON	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	448	2.04 ACRES OUT OF THE M.W. SANDERS SURVEY, A-793
FRED, JR. & BARBARA A. SCHOR	HOLLIS R. SULLIVAN, INC.	10/15/2006	3934	452	1.016 ACRES OF LAND BEING LOT 1, BLOCK 9, TIMBER GREEN ADDITION, M.W. SANDERS SURVEY, A 793, JOHNSON COUNTY, TEXAS
JOSHUA & JORENNE BRITT	HOLLIS R. SULLIVAN, INC.	11/20/2007	4292	474	.46 ACRES OUT OF THE M.W. SANDERS SURVEY A-793
AARON K. & TRACEY J. SHEHAN	HOLLIS R. SULLIVAN, INC.	11/6/2007	4246	392	.58 ACRES, M.W. SANDERS SURVEY, A-793
BILLY WAYNE NEWMAN	HOLLIS R. SULLIVAN, INC.	10/19/2007	4228	158	.71 ACRES OUT OF THE A. FOSTER SURVEY, A-284
CLIFFORD REED DAVIS	HOLLIS R. SULLIVAN, INC.	10/12/2007	4216	547	.687 OUT OF THE M.W. SANDERS SURVEY, A-793
ROBERT W. & GRACE L. GREENWOOD	HOLLIS R. SULLIVAN, INC.	1/19/2008	4292	470	.81 OUT OF THE M.W. SANDERS SURVEY, A-793
DANNY JOHNSON	HOLLIS R. SULLIVAN, INC.	10/23/2007	4228	160	1.48 ACRES OUT OF THE A. FOSTER SURVEY, A-284
JUDY CAROL SHEPARD	HOLLIS R. SULLIVAN, INC.	7/3/2008	4396	137	1.726 ACRES OUT OF A. FOSTER SURVEY, A-284

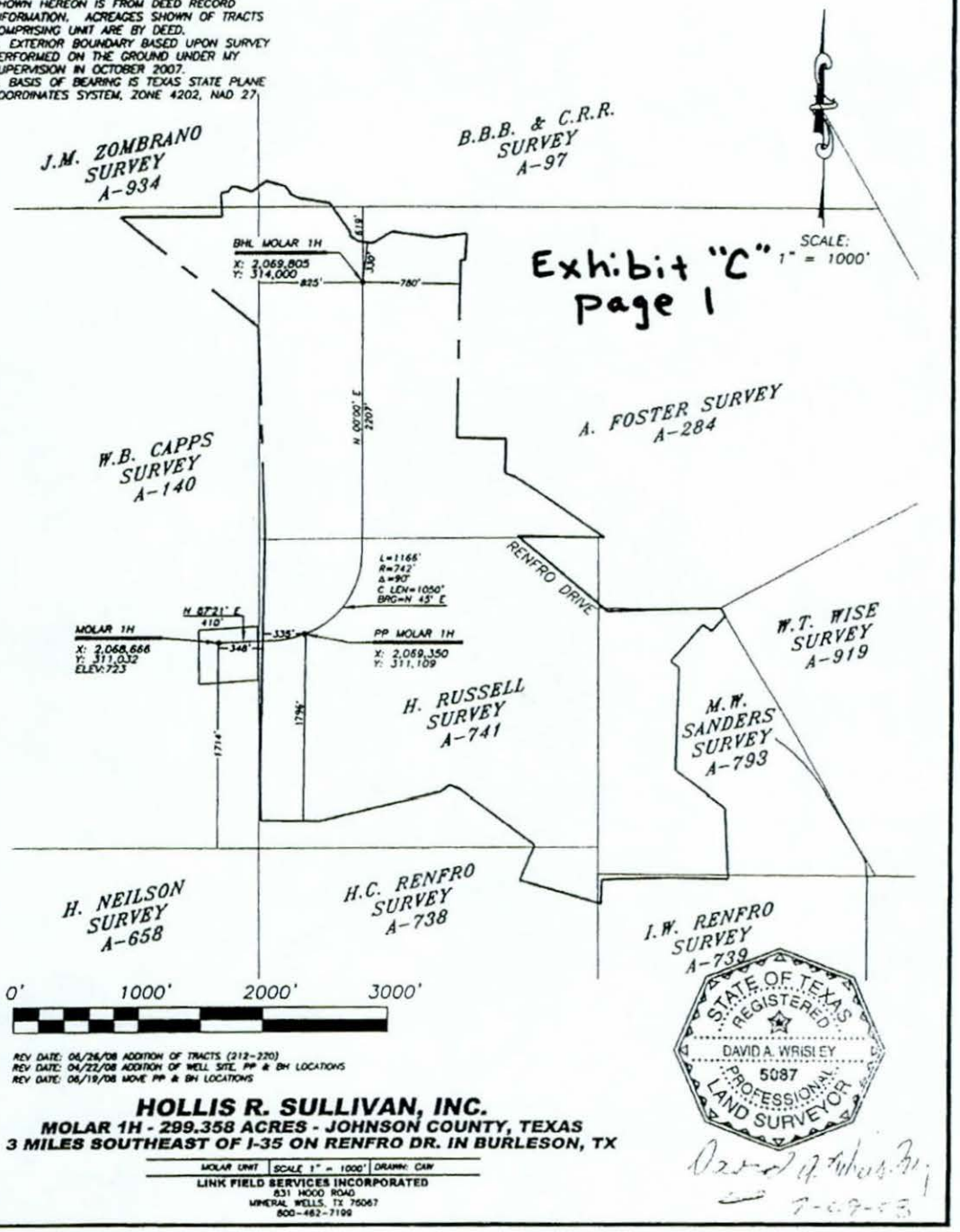
EXHIBIT "B"

(LAND & DEPTHS)
DESIGNATION OF UNIT
HOLLIS R. SULLIVAN, INC. – MOLAR UNIT

LANDS: 299.358 acres, of the H. Russell Survey A-741; H.C. Renfro Survey A-738; I.W. Renfro Survey A-739; M.W. Sanders Survey A-793; A. Foster Survey A-284; BBB & C RR Co. Survey A-97; J.M. Zombrano Survey A-934 and W.B. Capps Survey A-140, Johnson County, Texas; said lands covered by the leases described in Exhibit "A" attached hereto and as depicted upon the plat attached as Exhibit "C", also attached hereto.

DEPTHS: All

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27.



REV DATE: 06/26/08 ADDITION OF TRACTS (212-220)
REV DATE: 04/22/08 ADDITION OF WELL SITE, PP & BH LOCATIONS
REV DATE: 06/19/08 MOVE PP & BH LOCATIONS

STATE OF TEXAS
REGISTERED
DAVID A. WRISLEY
5087
PROFESSIONAL
LAND SURVEYOR

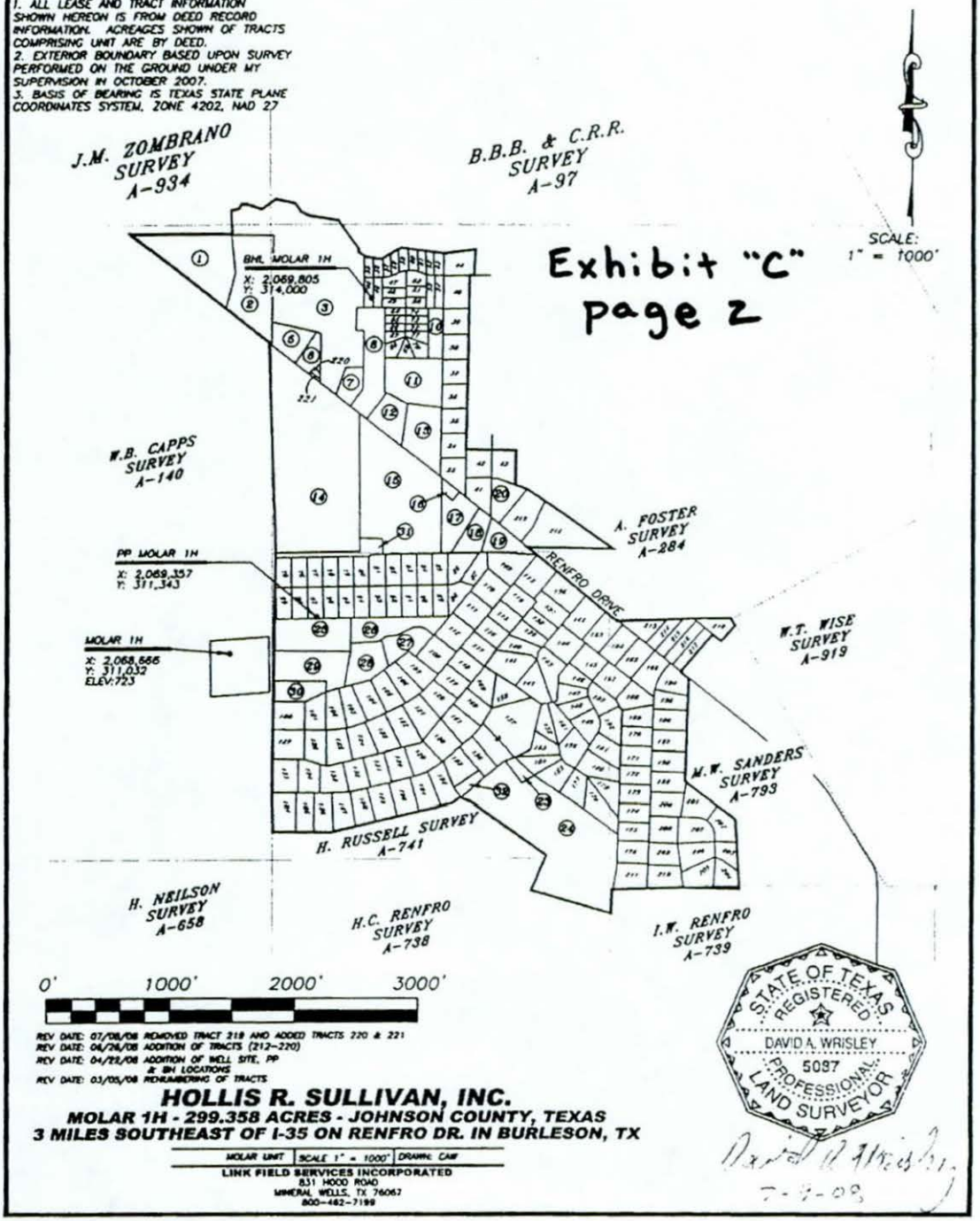
HOLLIS R. SULLIVAN, INC.
MOLAR 1H - 299.358 ACRES - JOHNSON COUNTY, TEXAS
3 MILES SOUTHEAST OF I-35 ON RENFRO DR. IN BURLESON, TX

MOLAR UNIT	SCALE 1" = 1000'	DRAWN: CAN

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

7-07-08

SURVEYOR NOTES:
1. ALL LEASE AND TRACT INFORMATION SHOWN HEREON IS FROM DEED RECORD INFORMATION. ACREAGES SHOWN OF TRACTS COMPRISING UNIT ARE BY DEED.
2. EXTERIOR BOUNDARY BASED UPON SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN OCTOBER 2007.
3. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATES SYSTEM, ZONE 4202, NAD 27



REV DATE: 07/08/08 REMOVED TRACT 218 AND ADDED TRACTS 220 & 221
REV DATE: 06/26/08 ADDITION OF TRACTS (212-220)
REV DATE: 04/22/08 ADDITION OF WELL SITE, PP & BH LOCATIONS
REV DATE: 03/05/08 RENUMBERING OF TRACTS

HOLLIS R. SULLIVAN, INC.
MOLAR 1H - 299.358 ACRES - JOHNSON COUNTY, TEXAS
3 MILES SOUTHEAST OF I-35 ON RENFRO DR. IN BURLESON, TX

MOLAR UNIT	SCALE 1" = 1000'	DRAWN: CAW

LINK FIELD SERVICES INCORPORATED
831 HOOD ROAD
MINERAL WELLS, TX 76067
800-462-7199

STATE OF TEXAS
REGISTERED
DAVID A. WRISLEY
5097
PROFESSIONAL
LAND SURVEYOR

David A Wrisley
7-7-08

DATE 08/08/2008

TIME 10:35

CURTIS H. DOUGLAS-COUNTY CLERK
PO BOX 1986
CLEBURNE, TX 76033

RECEIPT # 557554

FILE # M549414

RECEIVED OF: HOLLIS SULLIVAN

FOR: HOLLIS SULLIVAN

DESCRIPTION: DESIGN UNIT 08/30782

AMOUNT DUE	$60.00
AMOUNT PAID	$60.00
BALANCE	$.00

PAYMENT TYPE K
CHECK NO 66080
COLLECTED BY KE

From: HOLLIS R. SULLIVAN, INC.
To: JOHNSON CO. CLERK
P.O. BOX 1986
CLEBURNE, TX 76033

Vendor Code	Check Date	Check Amount	Check Number
3808	08/07/2008	$60.00	10-66080

Invoice #	Invoice Amt
080708	60.00
MOLAR PROSPECT - DESIGNATION OF UNIT	
60.00 9103-1325	

030782

From: Beverly Boyd
To: paula_foley@xtoenergy.com
Date: 5/18/2011 10:18 AM
Subject: Molar Unit - Johnson Co TX

Paula, I got your name from Harriet Dunne, here at the GLO. We have never received a copy of the recorded unit designation and plat for the above referenced unit. I can receive these via email. I will process your unit and issue a unit number.

Please complete the form in the link below and return to me with the unit and plat.

http://www.glo.texas.gov/what-we-do/energy-and-minerals/_documents/oil-gas/permitting-leasing/highway-right-of-way/information-hrow-unit-declaration.pdf

Thank you for your help.
Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521

#10

File No. MF 108884
2ND Admendment
to Mole Unit
Date Filed: 2-21-11
Jerry E. Patterson, Commissioner
By B Boyd

REVISED DIVISION ORDER

Internal Use Only
100W142727-73
S

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Date: **September 07, 2011**

Analyst Initials: **APAR**

Property Number: **142727**

Effective Date: **FIRST SALES**

Property Name: **RICE UNIT 01H**

Product: **GAS**

Operator: **XTO ENERGY INC.**

County & State: **JOHNSON COUNTY, TX**

1028844 311 109

Property Description: **JULIET G BROWN SURV, A-95**

MF 4708

UNIT# 4708

Owner Name and address: **COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS**
PO BOX 12873
AUSTIN, TX 787112873

OWNER NUMBER: **89042**

Type of Interest: **ROYALTY**

Decimal Interest: **0.004626090**

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____ _____

Owner(s) Printed Name: _____ _____

Owner(s) Tax ID or SSN: xxxxx0108 _____

Owner Daytime Telephone #: _____ _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

********** KEEP THIS COPY FOR YOUR FILES **********

File No. 108884
~~109311~~

DO

Date Filed: 09/14/11

Jerry E. Patterson, Commissioner

By