

MF111936

Unit 4892
iNut 10559

State Lease	Control	Base File	County
MF111936	01-002809		BRAZOS

Survey	NAVASOTA RIVER	
Block		
Block Name		
Township		
Section/Tract		
Land Part		
Part Description		
Acres	3.05	
Depth Below	Depth Above	Depth Other

Leasing: [Signature]
 Analyst: [Signature]
 Maps: _____
 GIS: 76

Name	ENDEAVOR NATURAL GAS LP
Lease Date	12/7/2010
Primary Term	1 yrs
Bonus (\$)	\$1,265.75
Rental (\$)	\$0.00
Lease Royalty	0.2500



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!

M
F
1
1
1
9
3
6

CONTENTS OF FILE NO. MF- 111936

1. Bonus + letters 1/5/11

2. Letter - GEO 1/10/11

3. Pooling Committee Report & Pooling Agreement Pursuant to TNPA 52.076. # 4892. 12/7/10

4. Ltr. From Endeavor with recorded Pooling Agreement 2/22/11

5. Ann Adams-Melvin 1-H, #4892, Division Order. 7/16/11

6. Consent to Assign letter 12/13/11
 scanned PTC 4-1-13

7. Assignment #9060, EnerVest Energy to Vess Texas 2-10-14

scanned PT 10-6-14

8. CONSENT TO ASSIGN 6-10-15

scanned PT 6-25-15

9. Division Order 8-24-15

10. Consent to Assign 11-15-19

scanned sm 11/15/2019

11. Inlet 10559 Packet, "Madison (Allocation) #1 H" 2/10/20

scanned sm 02/12/2020

see MF113874 #8 Division Order

scanned sm 03/06/2020



THE FACE OF THIS DOCUMENT HAS A VOID FEATURE, MICRO PRINTING AND A WATERMARK.

121

11704218 013343

ENDEAVOR NATURAL GAS, LP
1201 LOUISIANA, SUITE 3850
HOUSTON, TX 77002



BANK OF TEXAS N.A.
BELLAIRE, TEXAS 77401-3951
32-1432-1110

CHECK NO.
013343

CAC:278565424402

SAND, US Patents 6233340, 6549624, 6792110

Pay

*****1,265 Dollars and 75 Cents

DATE

AMOUNT

12/20/10

*****\$1,265.75

Texas General Land Office

TO THE
ORDER OF:

Austin

TX

[Handwritten Signature]

[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈013343⑈



LAW OFFICES
**SCOTT, DOUGLASS
& McCONNICO, L.L.P.**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ONE AMERICAN CENTER
600 CONGRESS AVENUE, 15TH FLOOR
AUSTIN, TEXAS 78701-2589

TELEPHONE (512) 495-6300

FAX (512) 474-0731

WWW.SCOTTDOUG.COM

PAIGE ARNETTE AMSTUTZ
DANIEL C. BITTING
STEVE BRITT
JOHN W. CAMP*
SARA WILDER CLARK
CYNTHIA SAITER CONNOLLY
JAMES N. COWDEN*
AMY LEE DASHIELL*
DOUGLAS JACKSON DASHIELL*
CASEY L. DOBSON

RAY N. DONLEY
MARK W. EIDMAN
SEAN P. FLAMMER
ASHER B. GRIFFIN
R. ERIC HAGENSWOLD
MARK W. HANNA
ROBYN BIGELOW HARGROVE
JOHN K. HICKS
SAM JOHNSON
S. ABRAHAM KUCZAJ, III

WALLACE H. SCOTT, JR.
(920-2005)
FRANK DOUGLASS
(933-2007)

RAY LANGENBERG*
BRYAN D. LAUER
RICHARD P. MARSHALL, JR.*
CARROLL MARTIN*
STEVE McCONNICO*[†]
D. DAVIN MCGINNIS*
CURTIS J. OSTERLOH
GREG PIERCE
DIANA E. REINHART
JOE T. SANDERS

STEVE SELBY
QUENTIN (DOUG) SIGEL
CHRISTOPHER D. SILEO
JOHN G. SOULE*
JULIE A. SPRINGER*[†]
RYAN S. SQUIRES
JANE M. N. WEBRE*[▲]
H. PHILIP WHITWORTH, JR.*
STEVEN J. WINGARD

OF COUNSEL:
JAMES D. BASKIN
ELIZABETH N. MILLER*

[†]BOARD CERTIFIED-CIVIL TRIAL LAW
[‡]BOARD CERTIFIED-PERSONAL INJURY TRIAL LAW
^{*}BOARD CERTIFIED-LABOR & EMPLOYMENT LAW
^{*}BOARD CERTIFIED-OIL, GAS & MINERAL LAW
[▲]BOARD CERTIFIED-CIVIL APPELLATE LAW
[◆]BOARD CERTIFIED-ADMINISTRATIVE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

January 5, 2011

Via Hand Delivery

Mr. Daryl Morgan, CPL
Texas General Land Office
General Land Office
1700 N. Congress Ave., Room 840
Austin, Texas 78701

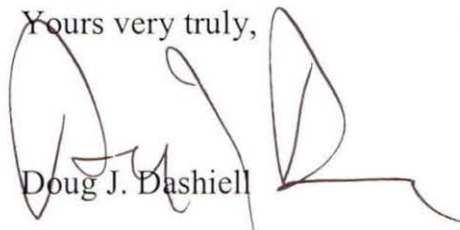
M-111936

In Re: Pooling Agreement – Endeavor Natural Gas II, LLC Ann Adams Melvin Unit,
Brazos County, Texas

Dear Daryl:

Enclosed please find duplicate originals of the above-referenced Pooling Agreement pursuant to T.N.R.C. § 52.076. Also enclosed please find Endeavor's check payable to the Texas General Land Office in the amount of \$1,265.75 which is the required consideration for the Pooling Agreement. If these documents are acceptable, please have both executed by Commissioner Patterson and return one fully executed original to me for recording.

Yours very truly,


Doug J. Dashiell

DJD:lks
Enc.

2,

File No. MF111936

Leder

Date Filed: 1/5/11

Jerry Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

Receiver Payment Form

Date: 1/5/11

Mail Code: _____

Check: ✓

Cash: _____

Amount of Payment 1,265.75

Account Holder Name Endeavour Natural Gas LP

11704218

For Pooling Agreement

Return Distribution Slip To _____

Received By: JAM

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

LAW OFFICES
**SCOTT, DOUGLASS
& McCONNICO, L.L.P.**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ONE AMERICAN CENTER
600 CONGRESS AVENUE, 15TH FLOOR
AUSTIN, TEXAS 78701-2589
TELEPHONE (512) 495-6300
FAX (512) 474-0731
WWW.SCOTTDG.COM

RAY LANGENBERG*
BRYAN D. LAUER
RICHARD P. MARSHALL, JR.*
CARROLL MARTIN*
STEVE McCONNICO†
D. DAVIN McGINNIS*
CURTIS J. OSTERLOH
GREG PIERCE
DIANA E. REINHART
JOE T. SANDERS

STEVE SELBY
QUENTIN (DOUG) SIGEL
CHRISTOPHER D. SILEO
JOHN G. SOULE*
JULIE A. SPRINGER†
RYAN S. SQUIRES
JANE M. N. WEBRE*
H. PHILIP WHITWORTH, JR.*
STEVEN J. WINGARD

PAIGE ARNETTE AMSTUTZ
DANIEL C. BITTING
STEVE BRITT
JOHN W. CAMP*
SARA WILDER CLARK
CYNTHIA SAITER CONNOLLY
JAMES N. COWDEN*
AMY LEE DASHIELL*
DOUGLAS JACKSON DASHIELL*
CASEY L. DOBSON
RAY N. DONLEY
MARK W. EIDMAN
SEAN P. FLAMMER
ASHER B. GRIFFIN
R. ERIC HAGENSWOLD
MARK W. HANNA
ROBYN BIGELOW HARGROVE
JOHN K. HICKS
SAM JOHNSON
S. ABRAHAM KUCZAJ, III

WALLACE H. SCOTT, JR.
(1920-2005)
FRANK DOUGLASS
(1933-2007)

†BOARD CERTIFIED-CIVIL TRIAL LAW
‡BOARD CERTIFIED-PERSONAL INJURY TRIAL LAW
*BOARD CERTIFIED-LABOR & EMPLOYMENT LAW
*BOARD CERTIFIED-OIL, GAS & MINERAL LAW
▲BOARD CERTIFIED-CIVIL APPELLATE LAW
◆BOARD CERTIFIED-ADMINISTRATIVE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

OF COUNSEL:
JAMES D. BASKIN
ELIZABETH N. MILLER*

January 5, 2011

Via Hand Delivery
Mr. Daryl Morgan, CPL
Texas General Land Office
General Land Office
1700 N. Congress Ave., Room 840
Austin, Texas 78701

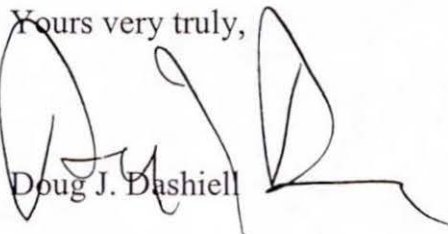
M-111936

In Re: Pooling Agreement – Endeavor Natural Gas II, LLC Ann Adams Melvin Unit,
Brazos County, Texas

Dear Daryl:

Enclosed please find duplicate originals of the above-referenced Pooling Agreement pursuant to T.N.R.C. § 52.076. Also enclosed please find Endeavor's check payable to the Texas General Land Office in the amount of \$1,265.75 which is the required consideration for the Pooling Agreement. If these documents are acceptable, please have both executed by Commissioner Patterson and return one fully executed original to me for recording.

Yours very truly,


Doug J. Dashiell

DJD:lks
Enc.

RECEIVED
JAN 05 2011
RECEIVER'S OFFICE

87

1.

RECEIVED

File No. MF111936

Bonus + letters

Date Filed: 1/5/11

Jerry Patterson, Commissioner

By [Signature]

7. 2. 11



January 10, 2011

Mr. Doug J. Dashiell
Scott, Douglas & McConnico, L.L.P.
One American Center
600 Congress Avenue, 15th Floor
Austin, Texas 78701-2589

RE: §52.076 Pooling Agreement
Endeavor Natural Gas, LP
Ann Adams Melvin Unit
M-111936
Brazos County, Texas

Dear Doug:

Enclosed is a duplicate original of the above referenced §52.076 Pooling Agreement that has been executed by Jerry E. Patterson, Commissioner of the Texas General Land Office. We have retained the other duplicate original of the Agreement, which will be filed in Mineral File **M-111936**. Please have your client refer to this file number when reporting and paying royalties to the State and in all future correspondence involving the State's unleased mineral interest within the referenced unit. We also hereby acknowledge receipt of the check for \$1,265.75 as the consideration to the State for pooling the unleased interest.

Thank you for your assistance with this matter, if you have any questions, please do not hesitate to contact me.

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

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

2,

File No. MF11936

2lo letter

Date Filed: 1/10/11

Jerry Patterson, Commissioner

By [Signature]

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA10-229

Unit Number 4892
Operator Name ENDEAVOR NATURAL GAS LP *Effective Date* 12/7/2010
Customer ID C000046598 *Unitized For* Oil & Gas
Unit Name Ann Adams Melvin Unit *Unit Term* 0 Months
County 1 Brazos
County 2 Old Unit Number Inactive Status Date
County 3 0
RRC District: 03 0
Unit Type: Permanent 0
State Royalty Interest: 0.0023828125 0
State Part in Unit: 0.00953125
Unit Depth *Well:*
Below Depth 8510 *Formation:* Woodbine A
Above Depth 9200 *Participation Basis:* Surface Acreage
[If Exclusions Apply: See Remarks]

MF Number M-111936 *Tract Number* 1
Lease Acres 3.05 / *Total Unit Acres* 320 =
Tract Participation: 0.0095313 X
Lease Royalty 0.25 = *Manual Tract Participation:* [] 0 | See Remark
Tract Royalty Participation 0.0023828 *Manual Tract Royalty:* [] 0 |

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

01-002809

API Number

RRC Number

Remarks:

Prepared By:

LC

Prepared Date:

12-7-10

GLO Base Updated By:

LC

GLOBase Date:

12-7-10

RAM Approval By:

J King

RAM Approval Date:

12-10-2010

GIS By:

ZG

GIS Date:

Pooling Committee Report

To: School Land Board PA10-229
Date of Board Meeting: December 7, 2010 Unit Number: 4892
Effective Date: 12/7/2010
Unit Expiration Date: Permanent
Applicant: ENDEAVOR NATURAL GAS LP
Attorney Rep: Doug Dashiell
Operator: ENDEAVOR NATURAL GAS LP
County 1: Brazos
County 2:
County 3:
Unit Name: Ann Adams Melvin Unit
Field Name: Madisonville, W. (Woodbine A)

<u>Lease Type</u>	<u>M Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres in Unit</u>	<u>Royalty Participation</u>
UR	M-111936	0.25				3.05	0.0023828

A part of the Navasota River is being pooled pursuant to Texas Natural Resources Code 52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	316.95
State Acres:	3.05
Total Unit Acres:	320

<u>Participation Basis:</u>	
Surface Acreage	
<u>State Acreage:</u>	0.95%
<u>State Unit Royalty:</u>	0.24%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil & Gas
<u>Term:</u>	0 Months

<u>Well Location:</u>
Private Land

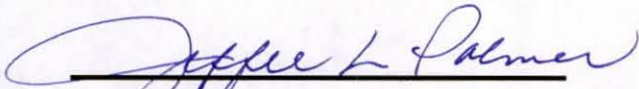
<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Special Field Rule	160 acres

REMARKS:

- Endeavor Natural Gas LP is requesting permanent oil and gas pooling of the Woodbine Formation defined as the stratigraphic interval or its correlative equivalent occurring from 8,510 feet to 9,200 feet as seen on the J.P. Goldsmith Company Bengé #2 well log (API 42-313-30388).
- The applicant plans to spud the unit well in December, 2010 and the proposed total depth is 8,200 feet.
- To compensate the State for lost lease bonus on the unleased Navasota River acreage the applicant has agreed to pay the Permanent School Fund \$1,265.75 or \$415.00 per acre.
- With approval of the unit the State's unit royalty participation will be 0.2383%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

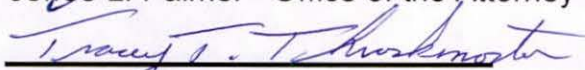
- The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



Jeffrey L. Palmer - Office of the Attorney General

11-18-10

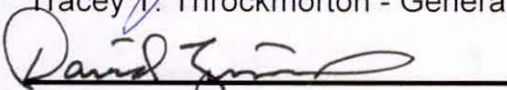
Date:



Tracey T. Throckmorton - General Land Office

11/18/10

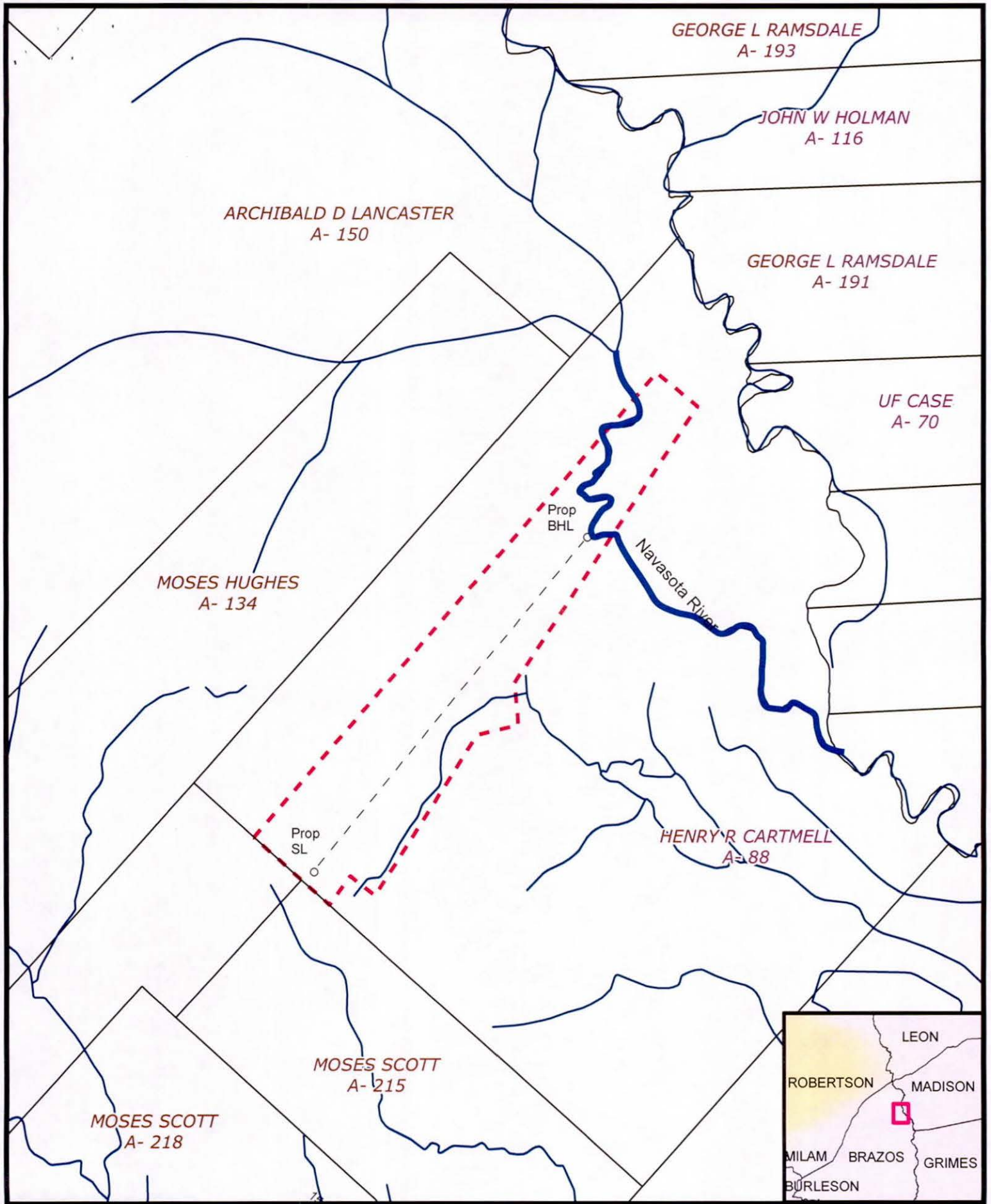
Date:



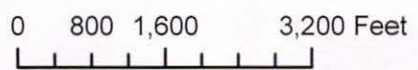
David Zimmerman - Office of the Governor

11-18-10

Date:



Endeavor Natural Gas LP
 Ann Adams Melvin Unit
 A part of the Navasota River is being
 pooled pursuant to T.N.R.C. 52.076
 Brazos County
 Unit #4892
 PA10-229



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Compiled By: Zeke Guillen
 December 7, 2010

**POOLING AGREEMENT PURSUANT TO TNRC § 52.076
STATE OF TEXAS / ENDEAVOR NATURAL GAS, LP
ANN ADAMS MELVIN UNIT
M-111936
BRAZOS COUNTY, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into and effective the 7th day of December 2010, by and between the Commissioner of the General Land Office of the State of Texas ("State"), and Endeavor Natural Gas II, LLC ("Endeavor").

WITNESSETH THAT:

WHEREAS, the State owns the minerals under 3.05 acres of the Navasota River contained within the boundaries of the 320-acre Ann Adams Melvin Unit ("Unit") said 3.05 acres being hereinafter referred to as the ("unleased interest"); and

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has authority to pool unleased river beds and channels owned by the State; and

WHEREAS, Endeavor and the State desire to pool the unleased interest into said Unit; and

WHEREAS, the School Land Board at its regular meeting on December 7, 2010, determined that pooling said unleased interest for oil and gas produced from the Woodbine A Formation as more particularly described on Exhibit "2" is in the best interest of the State.

NOW, THEREFORE, in consideration of the payment to the State of \$1,265.75 and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. The State and Endeavor agree that nothing herein shall be construed as granting a leasehold interest to Endeavor in the unleased interest, but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.

3. The rights and duties of the State and Endeavor with respect to the unleased interest within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit "1" and Exhibit "2" attached hereto and incorporated herein, wherein the State shall be considered the Lessor and Endeavor the Lessee and the State shall receive its share of Unit production in the form of a royalty as provided in Exhibit "1" and allocated to the State as provided in Exhibit "2", with no obligation to the State for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.

4. This Agreement shall remain in effect for a term of one year from the effective date (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as this Agreement is maintained in force by payment of shut-in oil or gas well royalties on a unit well, by drilling or rework operations on a unit well, or by other means in accordance with the terms of Exhibit "1" to this Agreement, or so long as the instrument creating the Unit remains in effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the Unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of unit has not been filed of record.

5. Inasmuch as the parties may not be able conveniently to execute one original hereof, it is agreed that a counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

6. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

7. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas will govern the validity, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the respective dates indicated below.

Date Executed 01/10/2011

STATE OF TEXAS

legal KS
leas. KS
cont. KS
exec. KS

Jerry E. Patterson
Jerry E. Patterson, Commissioner
General Land Office

Date Executed JANUARY 3, 2011

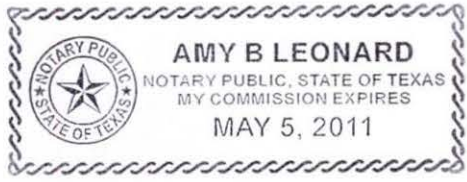
ENDEAVOR NATURAL GAS II, LLC

By: William G. Foster
William G. Foster
Its: VICE PRESIDENT - LAND

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on Jan. 3, 2011, by William G. Foster as VICE PRESIDENT - LAND of Endeavor Natural Gas, LP, a TEXAS limited liability company, on behalf of said company.



Amy B Leonard
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on December 7, 2010, the foregoing instrument was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 10th day of January, 2011.

Stephanie Crenshaw
Secretary of the School Land Board

EXHIBIT "1"

§52.076 Exhibit 1, Revised 3/07

1. RESERVATION AND GRANT: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted to Lessee, being the right to explore for, drill and produce the pooled mineral from the pooled area, and Lessor further reserves the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals and zones which are not covered by this Agreement. All of the rights in and to the pooled area retained by Lessor and all of the rights in and to the pooled area granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby pooled is sold, used or processed in a plant, it will be run free of cost to Lessor 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. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this agreement contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this agreement, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this agreement; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this agreement shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this agreement be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this agreement.

(G) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this agreement's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the pooled area after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this agreement.

(H) MINIMUM ROYALTY: The royalties paid to Lessor each year in no event shall be less than \$5.00 per acre pooled; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of first production a sum equal to \$5.00 per acre pooled less the amount of royalties paid during the preceding year.

3. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that 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 to each lease number. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then 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.

4. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of pooled mineral reserves underlying the pooled area and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled

mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on the pooled unit shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the unit and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES: Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

5. OFFSET WELLS: If the pooled mineral should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this agreement, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this agreement begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this agreement, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this agreement, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

6. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM: If, at the expiration of the primary term, the pooled mineral is not being produced from the pooled area, but Lessee is then engaged in drilling or reworking operations thereon, this agreement shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this agreement.

7. CESSATION, DRILLING, AND REWORKING: If at the end of, or after the primary term, production of the pooled mineral should cease from any cause, this agreement shall not terminate if Lessee re-establishes production in paying quantities within sixty (60) days after such cessation or commences additional drilling or reworking operations within sixty (60) days after such cessation, and this agreement shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. For a cessation of production prior to the end of the primary term, Lessee may use the expiration of the primary term as the date of cessation of production. If such drilling or reworking operations result in the production of the pooled mineral, the agreement shall remain in full force and effect for so long as the pooled mineral is produced from the pooled unit in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, this agreement will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this agreement shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

8. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time a well capable of producing the pooled mineral in paying quantities is located on the pooled area, but the pooled mineral is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre pooled, but not less than \$1,200 for each well capable of producing the pooled mineral in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term (2) 60 days after the Lessee ceases to produce the pooled mineral from the pooled area, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the terms of this agreement, whichever date is latest. If the shut-in oil or gas royalty is paid, this agreement shall be considered to be a producing agreement and the payment shall extend the term of the agreement for a period of one year from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the pooled mineral exists, Lessee may extend this agreement for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

9. COMPENSATORY ROYALTIES: If, during the period the agreement is kept in effect by payment of the shut-in oil or gas royalty, the pooled mineral is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the pooled area and completed in the same producing reservoir, or in any case in which drainage of the pooled mineral is occurring, the right to continue to maintain the agreement by paying the shut-in oil or gas royalty shall cease, but the agreement shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the agreement for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in this agreement of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the pooled area. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the pooled mineral is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the pooled area; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments, which are not timely paid, will accrue penalty and interest in accordance with Paragraph 3 of this agreement.

10. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the pooled area; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land.

11. POLLUTION: In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the pooled area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a this agreement to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

12. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this agreement, a legible sign on which shall be stated the name of the operator, the State Lease Number designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are

connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this agreement.

13. ASSIGNMENTS: The agreement may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the agreement, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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 agreement, including any liabilities to the state for unpaid royalties.

14. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all of the pooled mineral produced from the unit to secure payment of all unpaid royalty and other sums of money that may become due under this agreement. By acceptance of this agreement, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all pooled minerals in and extracted from the pooled area, all proceeds which may accrue to Lessee from the sale of such minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the pooled area used in connection with the production or processing of such minerals in order to secure the payment of all royalties or other amounts due or to become due under this agreement and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this agreement, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's pooling of the area. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this agreement forfeited as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this agreement, or if this agreement is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this agreement 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 or pooling. However, nothing herein shall be construed as waiving the automatic termination of this agreement by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this agreement and all rights thereunder 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 agreement and the rules and regulations that may be adopted relative hereto.

16. RIVERBED TRACTS: Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

17. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This agreement shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this agreement. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this agreement, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140

18. REMOVAL OF EQUIPMENT: Upon the termination of this agreement, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells on State Land without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the pooled area the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of the pooled mineral therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

19. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of operations suspended as provided in the rules and regulations adopted by the School Land Board); and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area; provided, however, that nothing herein shall be construed to suspend the or to abridge Lessee's right to a suspension under any applicable statute of this State.

20. SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from the pooled area. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points of the pooled area's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

21. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

22. ANTIQUITIES CODE: In the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural, archeological or historical interest are encountered on Permanent School Fund Land during the activities authorized by this agreement, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998).

23. VENUE: Lessor and lessee, hereby agree that venue for any dispute arising out of a provision of this agreement, whether express or implied, regarding interpretation of this agreement, or relating in any way to this agreement or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

24. FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this agreement must be filed of record in the office of the County Clerk in any county in which all or any part of the pooled area is located, and recorded copies thereof must be filed in the General Land Office.

EXHIBIT "2"

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Woodbine A Formation defined as the stratigraphic interval or its correlative equivalent occurring from 8,510 feet to 9,200 feet as seen on the log of the J. P. Goldsmith Company, Benge #2 well, API #42-313-30388 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each tract or lease included within said unit.
- (f) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 320 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

- (g) This Agreement shall not relieve Lessee from the duty of protecting the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (h) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

DISSOLUTION:

6.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

7.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

EXHIBIT "A"

Oil & Gas Lease covering 703.0 acres in the H. Cartmell Survey, A-88, et al, Brazos County, Texas by and between Ann Adams Melvin, as Lessor and Endeavor Natural Gas II, LLC, as Lessee dated October 15, 2009 a Memorandum of said lease is recorded in Volume 9365, Page 71 of the Official Records of Brazos County, Texas, save and except those lands reserved in a Mineral Deed dated May 20, 1920 recorded in volume 59, Page 38 of the Deed Records of Brazos County, Texas, leaving a total of approximately 642.0 acres of land, more or less.

EXHIBIT "B"

Ann Adams Melvin Unit #1H
320.00 Acre Unit
Endeavor Natural Gas, LP
H. R. Cartmell Survey, A-88
Brazos County, Texas

Field notes of a 320.00 acre tract or parcel of land, lying and being situated in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas, and consisting of the following tracts: part of the called 703.00 acre tract (Tract 3) described in the Partition Deed to Ann Adams Melvin as recorded in Volume 345, Page 555, of the Deed Records of Brazos County, Texas, and that portion of the existing, flowing channel of the Navasota River (assumed 35' width) which crosses said 703.00 acre tract, and said 320.00 acre tract being more particularly described as follows:

BEGINNING at the most westerly south corner of the beforementioned 703.00 acre tract in the northeast right-of-way line of Farm to Market Road No. 974;

THENCE along the northeast right-of-way line of F.M. No. 974 (80' wide right-of-way), adjacent to a fence, as follows:

N 48° 05' 20" W for a distance of 1263.85 feet to angle point,
from which a concrete right-of-way marker found
bears S 48° 12' 59" E - 201.50 feet,
N 50° 17' 20" W for a distance of 259.90 feet and corner, from
which a concrete right-of-way marker found
bears N 50° 14' 26" W - 939.64 feet;

THENCE through the interior of the beforementioned 703.00 acre tract, as follows:

N 41° 06' 57" E at a distance of 9899 feet, cross the scaled
center of the flowing channel of the Navasota
River, continue on, for a total distance of
10,548.62 feet and corner in the re-constructed
southwest line of the called 100 acre mineral
reservation tract described in Volume 59, Page
38, of the Deed Records of Brazos County,
Texas,
S 48° 01' 40" E along the southwest line of said 100 acre tract
for a distance of 723.93 feet to the southeast line
of the 703.00 acre tract;

THENCE along the southeast line of the beforementioned 703.00 acre tract, same being the northwest line of the called 640.00 acre (Tract 4) described in Volume 348, Page 283, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 34° 38' 25" W at a distance of 2233 feet, cross the scaled
center of the flowing channel of the Navasota
River, continue on, at a distance of 2649 feet,
cross the scaled center of the flowing channel of
the Navasota River, at a distance of 2840 feet,
cross the scaled center of the flowing channel of
the Navasota River, continue on, for a total
distance of 5301.44 feet to a concrete
monument found at a crosstie fence corner
marking an angle point corner of the 703.00 acre
tract,
S 07° 21' 25" E for a distance of 685.09 feet to concrete
monument (disturbed) found for angle point,

Ann Adams Melvin Unit #1H
320.00 Acre Unit
Endeavor Natural Gas, LP
H. R. Cartmell Survey, A-88
Arch. D. Lancaster Survey, A-150
Brazos County, Texas
Continued - Page 2

S 85° 25' 42" W	for a distance of 594.64 feet to a concrete monument (leaning) found at a 4" cedar post fence corner,
S 34° 35' 00" W	for a distance of 3921.73 feet to a concrete monument found at an 8" cedar post fence corner,
N 48° 09' 04" W	for a distance of 400.10 feet to a concrete monument found at an 8" cedar post fence corner marking the southerly interior ell corner of the 703.00 acre tract,
S 34° 36' 38" W	at a distance of 512.90 feet, pass a concrete monument found at a 4" creosote post fence corner, continue on, for a total distance of 513.82 feet to the PLACE OF BEGINNING , containing 320.00 acres of land, more or less.

Bearings based on grid north, NAD 83, Tx. State Plane, Central Zone. Distances and acreage are surface.

Prepared 12/20/10
kes10-dvd\OIL WELL LEGALS\ENDEAVOR - Ann Adams Melvin #1H - 320.00ac.wpd

ENDEAVOR NATURAL GAS, LP

February 15, 2011

Texas General Land Office
1700 North Congress Avenue
Austin, Texas 78701-1495

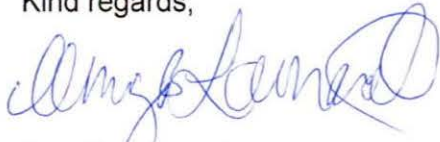
Re: Ann Adams Melvin Unit
M-111936
Brazos County, Texas

Dear Gentlemen,

Enclosed herewith for your Mineral File is a copy of the Pooling Agreement Pursuant to the TNRC § 52.076, State of Texas/Endeavor Natural Gas, LP, Ann Adams Melvin Unit, M-111936; which has been recorded in the county clerk's office of Brazos County, Texas.

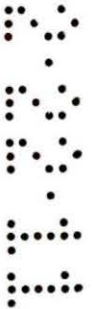
If you have any questions, please do not hesitate to contact our office.

Kind regards,



Amy B. Leonard
Land Administration

Enclosure



**POOLING AGREEMENT PURSUANT TO TNRC § 52.076
STATE OF TEXAS / ENDEAVOR NATURAL GAS, LP
ANN ADAMS MELVIN UNIT
M-111936
BRAZOS COUNTY, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into and effective the 7th day of December 2010, by and between the Commissioner of the General Land Office of the State of Texas ("State"), and Endeavor Natural Gas II, LLC ("Endeavor").

WITNESSETH THAT:

WHEREAS, the State owns the minerals under 3.05 acres of the Navasota River contained within the boundaries of the 320-acre Ann Adams Melvin Unit ("Unit") said 3.05 acres being hereinafter referred to as the ("unleased interest"); and

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has authority to pool unleased river beds and channels owned by the State; and

WHEREAS, Endeavor and the State desire to pool the unleased interest into said Unit; and

WHEREAS, the School Land Board at its regular meeting on December 7, 2010, determined that pooling said unleased interest for oil and gas produced from the Woodbine A Formation as more particularly described on Exhibit "2" is in the best interest of the State.

NOW, THEREFORE, in consideration of the payment to the State of \$1,265.75 and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. The State and Endeavor agree that nothing herein shall be construed as granting a leasehold interest to Endeavor in the unleased interest, but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.

3. The rights and duties of the State and Endeavor with respect to the unleased interest within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit "1" and Exhibit "2" attached hereto and incorporated herein, wherein the State shall be considered the Lessor and Endeavor the Lessee and the State shall receive its share of Unit production in the form of a royalty as provided in Exhibit "1" and allocated to the State as provided in Exhibit "2", with no obligation to the State for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.

4. This Agreement shall remain in effect for a term of one year from the effective date (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as this Agreement is maintained in force by payment of shut-in oil or gas well royalties on a unit well, by drilling or rework operations on a unit well, or by other means in accordance with the terms of Exhibit "1" to this Agreement, or so long as the instrument creating the Unit remains in effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the Unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of unit has not been filed of record.

5. Inasmuch as the parties may not be able conveniently to execute one original hereof, it is agreed that a counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

6. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

7. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas will govern the validity, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the respective dates indicated below.

Date Executed 01/10/2011

legal [Signature]
leas. [Signature]
cont. [Signature]
exec. [Signature]

STATE OF TEXAS
[Signature]
Jerry E. Patterson, Commissioner
General Land Office

Date Executed JANUARY 3, 2011

ENDEAVOR NATURAL GAS II, LLC

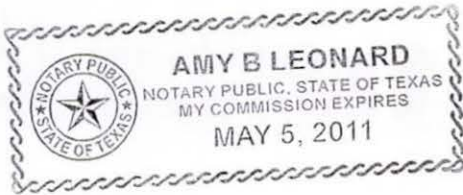
By: William G. Foster
William G. Foster
Its: VICE PRESIDENT - LAND



STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on Jan. 3, 2011, by William G. Foster
as VICE PRESIDENT - LAND of Endeavor Natural Gas, LP, a TEXAS
limited liability company, on behalf of said company.



[Signature]
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on December 7, 2010, the foregoing instrument was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 10th day of January, 2011.
[Signature]
Stephanie Crenshaw
Secretary of the School Land Board

EXHIBIT "1"

§52.076 Exhibit 1, Revised 3/07

1. RESERVATION AND GRANT: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted to Lessee, being the right to explore for, drill and produce the pooled mineral from the pooled area, and Lessor further reserves the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals and zones which are not covered by this Agreement. All of the rights in and to the pooled area retained by Lessor and all of the rights in and to the pooled area granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) **OIL:** As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby pooled is sold, used or processed in a plant, it will be run free of cost to Lessor 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. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) **NON-PROCESSED GAS:** As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this agreement contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) **PROCESSED GAS:** As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this agreement, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this agreement; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) **OTHER PRODUCTS:** As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) **NO DEDUCTIONS:** Lessee agrees that all royalties accruing to Lessor under this agreement shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) **ROYALTY IN KIND:** Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this agreement be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this agreement.

(G) **PLANT FUEL AND RECYCLED GAS:** No royalty shall be payable on any gas as may represent this agreement's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the pooled area after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this agreement.

(H) **MINIMUM ROYALTY:** The royalties paid to Lessor each year in no event shall be less than \$5.00 per acre pooled; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of first production a sum equal to \$5.00 per acre pooled less the amount of royalties paid during the preceding year.

3. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that 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 to each lease number. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then 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.

4. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of pooled mineral reserves underlying the pooled area and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled

mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on the pooled unit shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the unit and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES: Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

5. OFFSET WELLS: If the pooled mineral should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this agreement, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this agreement begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this agreement, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this agreement, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

6. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM: If, at the expiration of the primary term, the pooled mineral is not being produced from the pooled area, but Lessee is then engaged in drilling or reworking operations thereon, this agreement shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this agreement.

7. CESSATION, DRILLING, AND REWORKING: If at the end of, or after the primary term, production of the pooled mineral should cease from any cause, this agreement shall not terminate if Lessee re-establishes production in paying quantities within sixty (60) days after such cessation or commences additional drilling or reworking operations within sixty (60) days after such cessation, and this agreement shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. For a cessation of production prior to the end of the primary term, Lessee may use the expiration of the primary term as the date of cessation of production. If such drilling or reworking operations result in the production of the pooled mineral, the agreement shall remain in full force and effect for so long as the pooled mineral is produced from the pooled area in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, this agreement will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this agreement shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

8. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time a well capable of producing the pooled mineral in paying quantities is located on the pooled area, but the pooled mineral is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre pooled, but not less than \$1,200 for each well capable of producing the pooled mineral in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term (2) 60 days after the Lessee ceases to produce the pooled mineral from the pooled area, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the terms of this agreement; whichever date is latest. If the shut-in oil or gas royalty is paid, this agreement shall be considered to be a producing agreement and the payment shall extend the term of the agreement for a period of one year from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the pooled mineral exists, Lessee may extend this agreement for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

9. COMPENSATORY ROYALTIES: If, during the period the agreement is kept in effect by payment of the shut-in oil or gas royalty, the pooled mineral is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the pooled area and completed in the same producing reservoir, or in any case in which drainage of the pooled mineral is occurring, the right to continue to maintain the agreement by paying the shut-in oil or gas royalty shall cease, but the agreement shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the agreement for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in this agreement of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the pooled area. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the pooled mineral is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the pooled area; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments, which are not timely paid, will accrue penalty and interest in accordance with Paragraph 3 of this agreement.

10. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the pooled area; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land.

11. POLLUTION: In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to capture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the pooled area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a this agreement to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

12. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this agreement, a legible sign on which shall be stated the name of the operator, the State Lease Number designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are

connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this agreement.

13. ASSIGNMENTS: The agreement may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the agreement, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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 agreement, including any liabilities to the state for unpaid royalties.

14. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all of the pooled mineral produced from the unit to secure payment of all unpaid royalty and other sums of money that may become due under this agreement. By acceptance of this agreement, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all pooled minerals in and extracted from the pooled area, all proceeds which may accrue to Lessee from the sale of such minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the pooled area used in connection with the production or processing of such minerals in order to secure the payment of all royalties or other amounts due or to become due under this agreement and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this agreement, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's pooling of the area. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this agreement forfeited as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this agreement, or if this agreement is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this agreement 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 or pooling. However, nothing herein shall be construed as waiving the automatic termination of this agreement by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this agreement and all rights thereunder 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 agreement and the rules and regulations that may be adopted relative hereto.

16. RIVERBED TRACTS: Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as part of the consideration moving to Lessor for the covenants herein made by Lessee.

17. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This agreement shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this agreement. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this agreement, to be bound by and subject to all statutory and regulatory provisions promulgated by the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140.

18. REMOVAL OF EQUIPMENT: Upon the termination of this agreement, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells on State Land without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the pooled area the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of the pooled mineral therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

19. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of operations suspended as provided in the rules and regulations adopted by the School Land Board); and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area; provided, however, that nothing herein shall be construed to suspend the or to abridge Lessee's right to a suspension under any applicable statute of this State.

20. SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from the pooled area. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points of the pooled area's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

21. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

22. ANTIQUITIES CODE: In the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural, archeological or historical interest are encountered on Permanent School Fund Land during the activities authorized by this agreement, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998).

23. VENUE: Lessor and lessee, hereby agree that venue for any dispute arising out of a provision of this agreement, whether express or implied, regarding interpretation of this agreement, or relating in any way to this agreement or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

24. FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this agreement must be filed of record in the office of the County Clerk in any county in which all or any part of the pooled area is located, and recorded copies thereof must be filed in the General Land Office.

EXHIBIT "2"

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Woodbine A Formation defined as the stratigraphic interval or its correlative equivalent occurring from 8,510 feet to 9,200 feet as seen on the log of the J. P. Goldsmith Company, Bengé #2 well, API #42-313-30388 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each tract or lease included within said unit.
- (f) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 320 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

- (g) This Agreement shall not relieve Lessee from the duty of protecting the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (h) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

DISSOLUTION:

6.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

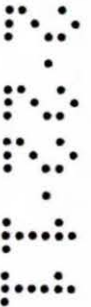
RATIFICATION/WAIVER:

7.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

EXHIBIT "A"

Oil & Gas Lease covering 703.0 acres in the H. Cartmell Survey, A-88, et al, Brazos County, Texas by and between Ann Adams Melvin, as Lessor and Endeavor Natural Gas II, LLC, as Lessee dated October 15, 2009 a Memorandum of said lease is recorded in Volume 9365, Page 71 of the Official Records of Brazos County, Texas, save and except those lands reserved in a Mineral Deed dated May 20, 1920 recorded in volume 59, Page 38 of the Deed Records of Brazos County, Texas, leaving a total of approximately 642.0 acres of land, more or less.



Ann Adams Melvin Unit #1H
320.00 Acre Unit
Endeavor Natural Gas, LP
H. R. Cartmell Survey, A-88
Brazos County, Texas

Field notes of a 320.00 acre tract or parcel of land, lying and being situated in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas, and consisting of the following tracts: part of the called 703.00 acre tract (Tract 3) described in the Partition Deed to Ann Adams Melvin as recorded in Volume 345, Page 555, of the Deed Records of Brazos County, Texas, and that portion of the existing, flowing channel of the Navasota River (assumed 35' width) which crosses said 703.00 acre tract, and said 320.00 acre tract being more particularly described as follows:

BEGINNING at the most westerly south corner of the beforementioned 703.00 acre tract in the northeast right-of-way line of Farm to Market Road No. 974;

THENCE along the northeast right-of-way line of F.M. No. 974 (80' wide right-of-way), adjacent to a fence, as follows:

N 48° 05' 20" W	for a distance of 1263.85 feet to angle point, from which a concrete right-of-way marker found bears S 48° 12' 59" E - 201.50 feet,
N 50° 17' 20" W	for a distance of 259.90 feet and corner, from which a concrete right-of-way marker found bears N 50° 14' 26" W - 939.64 feet;

THENCE through the interior of the beforementioned 703.00 acre tract, as follows:

N 41° 06' 57" E	at a distance of 9899 feet, cross the scaled center of the flowing channel of the Navasota River, continue on, for a total distance of 10,548.62 feet and corner in the re-constructed southwest line of the called 100 acre mineral reservation tract described in Volume 59, Page 38, of the Deed Records of Brazos County, Texas,
S 48° 01' 40" E	along the southwest line of said 100 acre tract for a distance of 723.93 feet to the southeast line of the 703.00 acre tract;

THENCE along the southeast line of the beforementioned 703.00 acre tract, same being the northwest line of the called 640.00 acre (Tract 4) described in Volume 348, Page 283, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 34° 38' 25" W	at a distance of 2233 feet, cross the scaled center of the flowing channel of the Navasota River, continue on, at a distance of 2649 feet, cross the scaled center of the flowing channel of the Navasota River, at a distance of 2840 feet, cross the scaled center of the flowing channel of the Navasota River, continue on, for a total distance of 5301.44 feet to a concrete monument found at a crosstie fence corner marking an angle point corner of the 703.00 acre tract,
S 07° 21' 25" E	for a distance of 685.09 feet to concrete monument (disturbed) found for angle point,

Ann Adams Melvin Unit #1H
320.00 Acre Unit
Endeavor Natural Gas, LP
H. R. Cartmell Survey, A-88
Arch. D. Lancaster Survey, A-150
Brazos County, Texas
Continued - Page 2

S 85° 25' 42" W for a distance of 594.64 feet to a concrete monument (leaning) found at a 4" cedar post fence corner,
S 34° 35' 00" W for a distance of 3921.73 feet to a concrete monument found at an 8" cedar post fence corner,
N 48° 09' 04" W for a distance of 400.10 feet to a concrete monument found at an 8" cedar post fence corner marking the southerly interior ell corner of the 703.00 acre tract,
S 34° 36' 38" W at a distance of 512.90 feet, pass a concrete monument found at a 4" creosote post fence corner, continue on, for a total distance of 513.82 feet to the **PLACE OF BEGINNING**, containing 320.00 acres of land, more or less.



Bearings based on grid north, NAD 83, Tx. State Plane, Central Zone. Distances and acreage are surface.

Filed for Record in:
BRAZOS COUNTY

Prepared 12/20/10
kes10-dvd\OIL WELL LEGALS\ENDEAVOR - Ann Adams Melvin #1H - 320.00ac.wpd

On: Feb 02, 2011 at 01:31P

As a
Recordings

Document Number: 01082874

Amount 56.00

Receipt Number - 406458

By,
Becky Wrist

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

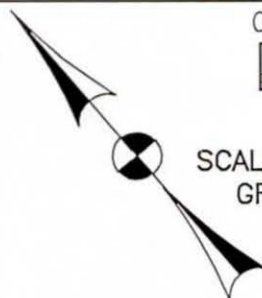
as stamped hereon by me.

Feb 02, 2011

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
L1	N48°05'20"W	1263.85'
L2	N50°17'20"W	259.90'
L3	N41°06'57"E	10548.62'
L4	S48°01'40"E	723.93'
L5	S34°38'25"W	5301.44'
L6	S07°21'25"E	685.09'
L7	S85°25'42"W	594.64'
L8	S34°35'00"W	3921.73'
L9	N48°09'04"W	400.10'
L10	S34°36'38"W	513.82'



SCALE: 1"=2000'
GRID NORTH
NAD 83

REVISED: 11-09-10 REVISD: 10-21-10
MODIFIED LATERAL. REDUCED TO
320.00 AC. UNIT

SURFACE TO PROP. PEN. PT:
N36°34'04"E~580.00'
PROP. PEN. PT. TO PROP. BHL ST#1=
N36°34'04"E~6849.60'

ANN ADAMS MELVIN UNIT #1H			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	316.95	ANN ADAMS MELVIN	
2	3.05 *	STATE OF TEXAS NAVASOTA RIVER	
320.00 ACRE UNIT			

WELL LOCATION PLAT
320.00 ACRE UNIT

ANN ADAMS MELVIN UNIT #1H

ENDEAVOR NATURAL GAS, LP
H. R. CARTMELL SURVEY, A-88
ARCH D. LANCASTER SURVEY, A-150
BRAZOS COUNTY, TEXAS

SCALE: 1"=2000' SEPTEMBER, 2010

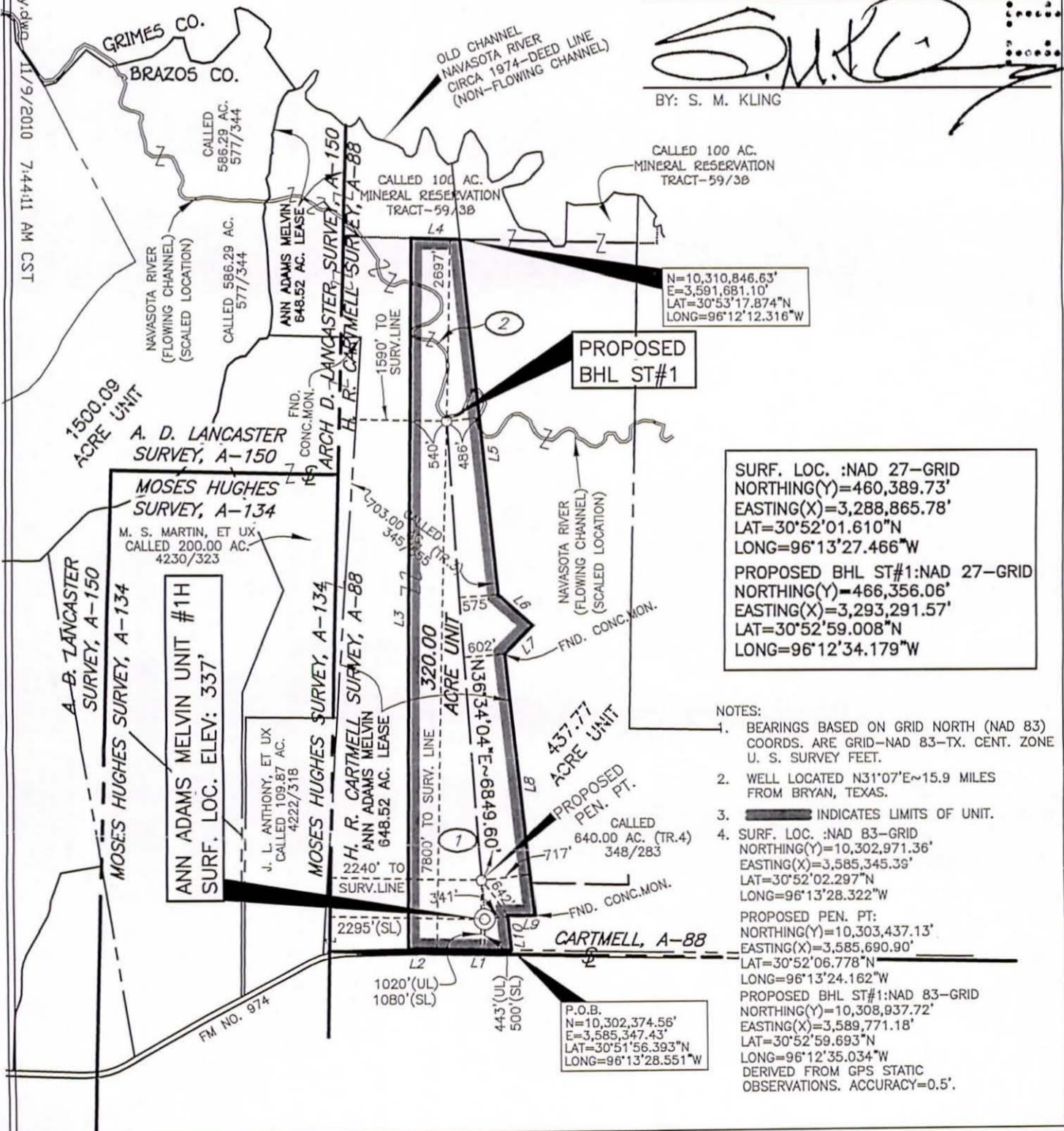
THIS PLAT IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE
WELL LOCATION PLAT PREPARED: SEPTEMBER, 2010

BY: S. M. KLING

* ACREAGE SCALED FROM AERIAL.

LEGEND:

- PEN. PT.=PENETRATION POINT
- ST=SIDETRACK (LATERAL)
- BHL=BOTTOM HOLE LOC/TERMINUS
- SL=SURVEY LINE
- UL=UNIT LINE



SURF. LOC. :NAD 27-GRID
NORTHING(Y)=460,389.73'
EASTING(X)=3,288,865.78'
LAT=30°52'01.610"N
LONG=96°13'27.466"W
PROPOSED BHL ST#1:NAD 27-GRID
NORTHING(Y)=466,356.06'
EASTING(X)=3,293,291.57'
LAT=30°52'59.008"N
LONG=96°12'34.179"W

- NOTES:
- BEARINGS BASED ON GRID NORTH (NAD 83) COORDS. ARE GRID-NAD 83-TX. CENT. ZONE U. S. SURVEY FEET.
 - WELL LOCATED N31°07'E~15.9 MILES FROM BRYAN, TEXAS.
 - INDICATES LIMITS OF UNIT.
 - SURF. LOC. :NAD 83-GRID
NORTHING(Y)=10,302,971.36'
EASTING(X)=3,585,345.39'
LAT=30°52'02.297"N
LONG=96°13'28.322"W
PROPOSED PEN. PT:
NORTHING(Y)=10,303,437.13'
EASTING(X)=3,585,690.90'
LAT=30°52'06.778"N
LONG=96°13'24.162"W
PROPOSED BHL ST#1:NAD 83-GRID
NORTHING(Y)=10,308,937.72'
EASTING(X)=3,589,771.18'
LAT=30°52'59.693"N
LONG=96°12'35.034"W
DERIVED FROM GPS STATIC OBSERVATIONS. ACCURACY=0.5'.

H:\Land Projects R2\041\Baker Colbert A-4\Caldwell No.1\dwg\Survey.dwg 11/9/2010 7:44:11 AM CST

11936

(4)

File No. M-111936
Ltr. From Endeavor
with reorganized Policy Agreement
Date Filed: 2/22/11
Jerry E. Patterson, Commissioner
By Rosyl Morgan



March 25, 2011

Endeavor Natural Gas, LP
1201 Louisiana, Suite 3350
Houston, TX 77002

Re: State Lease MF111936 - **Please refer to this lease number with all correspondence**
Ann Adams Melvin Unit #1H
2100750600

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,

A handwritten signature in cursive script that reads "Beverly Boyd".

Beverly Boyd, Lease Analyst
Mineral Leasing Division

DIVISION ORDER

COPY

TO: Endeavor Natural Gas, LP ("PAYOR")
1201 Louisiana, Suite 3350
Houston, Texas 77002

Property No.: 5100750600
Effective Date: February 16, 2011

The undersigned severally and not jointly certifies it is the legal Owner of the decimal interest set out below of all the oil, gas, and related liquid hydrocarbons produced and sold from the property described below:

Property Name: Ann Adams Melvin Unit #1H
County: Brazos County
State: Texas
Legal Description: See attached Exhibit "A"
Owner No.:
Name & Address: State of Texas
General Land Office
P.O. Box 12873
Austin, Texas 78711-2873

MF 111936
INIT# 4892

DIVISION OF INTEREST

Interest Type: RI
Interest: 0.00238281

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest Owner ("Owner") who executes this Agreement:

PAYMENT: Payment of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until December 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10 until production ceases or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to Payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold Payor and Operator harmless from all liability resulting from payments made to the Owner in accordance with such division of interest, including but not limited to attorney's fees or judgments in connection with any suit that affects the Owner's interest to which Payor or Operator is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the Owner, written notice shall be given to Payor by the Owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, Payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The Owner agrees to notify Payor in writing of any change in the interest credited herein, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on Payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to Payor at the time the change occurs. Any change of interest shall be made on the first day of the month following receipt of such notice to Payor.

Any correspondence regarding this agreement shall be furnished to the addresses as provided herein unless otherwise advised by either party.

Owner does hereby consent to, ratify, adopt, and confirm all of the terms and provisions of the leases to which owner is subject to for the Ann Adams Melvin Unit and does hereby grant, lease, demise and let Endeavor Natural Gas, LP the lands covered by said leases.

In addition to the legal rights provided by the terms and provisions of this division order, an Owner may have certain statutory rights under the laws of the State of Texas.

WITNESS: <i>(There must be two witnesses to each signature)</i>	OWNER SIGNATURE:	ADDRESS/TAX ID NUMBER:
_____ Signature of Witness #1	_____ «Owner_Name»	_____ Address if different from above
_____ Signature of Witness #2	_____ Owner Signature/Corporate Title	_____ City, State, Zip Code
	_____ Owner Phone #	_____ Tax ID Number

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 31% tax withholding and will not be refunded by Payor.

Return To: ENDEAVOR NATURAL GAS, LP
1201 LOUISIANA, SUITE 3350
HOUSTON, TX 77002

Attn: Amy B. Leonard, Land Administration

Exhibit "A"

Ann Adams Melvin Unit #1H
320.00 Acre Unit
Endeavor Natural Gas, LP
H. R. Cartmell Survey, A-88
Brazos County, Texas

Field notes of a 320.00 acre tract or parcel of land, lying and being situated in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas, and consisting of the following tracts: part of the called 703.00 acre tract (Tract 3) described in the Partition Deed to Ann Adams Melvin as recorded in Volume 345, Page 555, of the Deed Records of Brazos County, Texas, and that portion of the existing, flowing channel of the Navasota River (assumed 35' width) which crosses said 703.00 acre tract, and said 320.00 acre tract being more particularly described as follows:

BEGINNING at the most westerly south corner of the beforementioned 703.00 acre tract in the northeast right-of-way line of Farm to Market Road No. 974;

THENCE along the northeast right-of-way line of F.M. No. 974 (80' wide right-of-way), adjacent to a fence, as follows:

N 48° 05' 20" W for a distance of 1263.85 feet to angle point, from which a concrete right-of-way marker found bears S 48° 12' 59" E - 201.50 feet,
N 50° 17' 20" W for a distance of 259.90 feet and corner, from which a concrete right-of-way marker found bears N 50° 14' 26" W - 939.64 feet;

THENCE through the interior of the beforementioned 703.00 acre tract, as follows:

N 41° 06' 57" E at a distance of 9899 feet, cross the scaled center of the flowing channel of the Navasota River, continue on, for a total distance of 10,548.62 feet and corner in the re-constructed southwest line of the called 100 acre mineral reservation tract described in Volume 59, Page 38, of the Deed Records of Brazos County, Texas,
S 48° 01' 40" E along the southwest line of said 100 acre tract for a distance of 723.93 feet to the southeast line of the 703.00 acre tract;

THENCE along the southeast line of the beforementioned 703.00 acre tract, same being the northwest line of the called 640.00 acre (Tract 4) described in Volume 348, Page 283, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

S 34° 38' 25" W at a distance of 2233 feet, cross the scaled center of the flowing channel of the Navasota River, continue on, at a distance of 2649 feet, cross the scaled center of the flowing channel of the Navasota River, at a distance of 2840 feet, cross the scaled center of the flowing channel of the Navasota River, continue on, for a total distance of 5301.44 feet to a concrete monument found at a crosstie fence corner marking an angle point corner of the 703.00 acre tract,
S 07° 21' 25" E for a distance of 685.09 feet to concrete monument (disturbed) found for angle point,

Ann Adams Melvin Unit #1H
320.00 Acre Unit
Endeavor Natural Gas, LP
H. R. Cartmell Survey, A-88
Arch. D. Lancaster Survey, A-150
Brazos County, Texas
Continued - Page 2

S 85° 25' 42" W	for a distance of 594.64 feet to a concrete monument (leaning) found at a 4" cedar post fence corner,
S 34° 35' 00" W	for a distance of 3921.73 feet to a concrete monument found at an 8" cedar post fence corner,
N 48° 09' 04" W	for a distance of 400.10 feet to a concrete monument found at an 8" cedar post fence corner marking the southerly interior ell corner of the 703.00 acre tract,
S 34° 36' 38" W	at a distance of 512.90 feet, pass a concrete monument found at a 4" creosote post fence corner, continue on, for a total distance of 513.82 feet to the PLACE OF BEGINNING , containing 320.00 acres of land, more or less.

Bearings based on grid north, NAD 83, Tx. State Plane, Central Zone. Distances and acreage are surface.

Prepared 12/20/10
kes10-dvd\OIL WELL LEGALS\ENDEAVOR - Ann Adams Melvin #1H - 320.00ac.wpd

End of Exhibit "A"

Hi\Land Projects R2\041\Baker Colbert A-4\Caldwell No.1\dwg\Survey\dwg 11/9/2010 7:44:11 AM GSP

UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
L1	N48°05'20"W	1263.85'
L2	N50°17'20"W	259.90'
L3	N41°06'57"E	10548.62'
L4	S48°01'40"E	723.93'
L5	S34°38'25"W	5301.44'
L6	S07°21'25"E	685.09'
L7	S85°25'42"W	594.64'
L8	S34°35'00"W	3921.73'
L9	N48°09'04"W	400.10'
L10	S34°36'38"W	513.82'

0 2000 4000 6000



SCALE IN FEET

SCALE: 1"=2000'
GRID NORTH
NAD 83

REVISED: 11-09-10 MODIFIED LATERAL.
REVISED: 10-21-10 REDUCED TO 320.00 AC. UNIT

SURFACE TO PROP. PEN. PT.:
N36°34'04"E~580.00'
PROP. PEN. PT. TO PROP. BHL ST#1=
N36°34'04"E~6849.60'

ANN ADAMS MELVIN UNIT #1H			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
1	316.95	ANN ADAMS MELVIN	
2	3.05 *	STATE OF TEXAS NAVASOTA RIVER	
320.00 ACRE UNIT			

* ACREAGE SCALED FROM AERIAL.

LEGEND:

PEN. PT.=PENETRATION POINT
ST=SIDETRACK (LATERAL)
BHL=BOTTOM HOLE LOC/TERMINUS
SL=SURVEY LINE
UL=UNIT LINE

WELL LOCATION PLAT
320.00 ACRE UNIT

ANN ADAMS MELVIN UNIT #1H

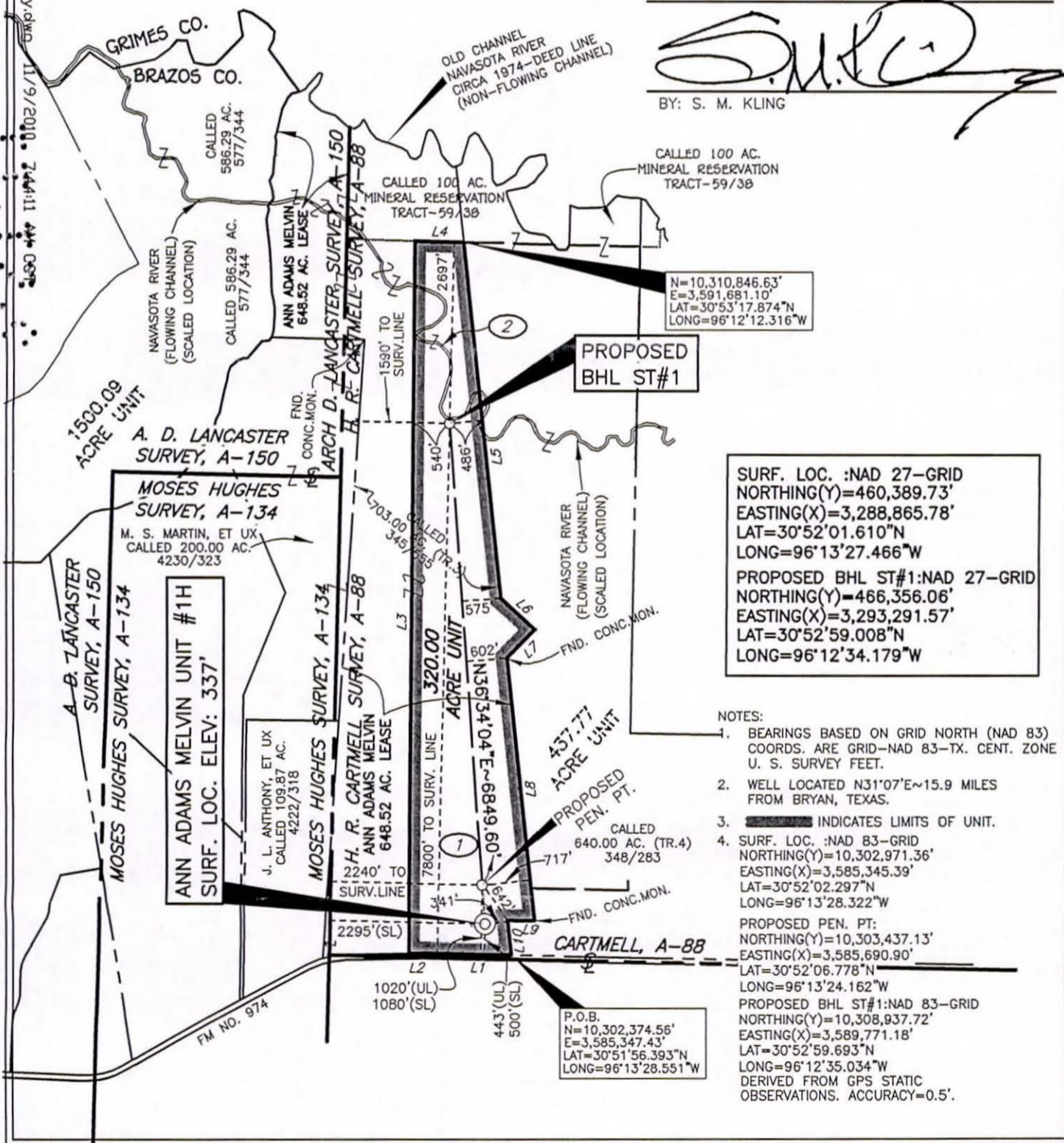
ENDEAVOR NATURAL GAS, LP
H. R. CARTMELL SURVEY, A-88
ARCH D. LANCASTER SURVEY, A-150
BRAZOS COUNTY, TEXAS

SCALE: 1"=2000' SEPTEMBER, 2010

THIS PLAT IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE

WELL LOCATION PLAT PREPARED: SEPTEMBER, 2010

[Signature]
BY: S. M. KLING



SURF. LOC. :NAD 27-GRID
NORTHING(Y)=460,389.73'
EASTING(X)=3,288,865.78'
LAT=30°52'01.610"N
LONG=96°13'27.466"W
PROPOSED BHL ST#1:NAD 27-GRID
NORTHING(Y)=466,356.06'
EASTING(X)=3,293,291.57'
LAT=30°52'59.008"N
LONG=96°12'34.179"W

- NOTES:
- BEARINGS BASED ON GRID NORTH (NAD 83) COORDS. ARE GRID-NAD 83-TX. CENT. ZONE U. S. SURVEY FEET.
 - WELL LOCATED N31°07'E~15.9 MILES FROM BRYAN, TEXAS.
 - █ INDICATES LIMITS OF UNIT.
 - SURF. LOC. :NAD 83-GRID
NORTHING(Y)=10,302,971.36'
EASTING(X)=3,585,345.39'
LAT=30°52'02.297"N
LONG=96°13'28.322"W
PROPOSED PEN. PT.:
NORTHING(Y)=10,303,437.13'
EASTING(X)=3,585,690.90'
LAT=30°52'06.778"N
LONG=96°13'24.162"W
PROPOSED BHL ST#1:NAD 83-GRID
NORTHING(Y)=10,308,937.72'
EASTING(X)=3,589,771.18'
LAT=30°52'59.693"N
LONG=96°12'35.034"W
DERIVED FROM GPS STATIC OBSERVATIONS. ACCURACY=0.5'.

File No. MF 111936
Ann Adams Melvin 1-H,
#4892 DIVISION ORDER
Date Effective 2/16/11
Jerry E. Patterson, Commissioner
By [Signature]

257.77

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 13, 2011

Mr. Bud Foster
Endeavor Natural Gas, LP
1201 Louisiana Street, Suite 3350
Houston, TX 77002

RE: State Lease M-111936, Navasota River, Brazos County, TX
State Lease M-112784, HROW Lease, SH-21, Madison County, TX

Dear Mr. Foster:

We hereby acknowledge receipt of your letter of December 8th, 2011, requesting the consent of the General Land Office ("GLO") for Endeavor Natural Gas II, LLC to assign its interest in the referenced State Leases to EnerVest Energy Institutional Fund Entities. GLO interprets the assignment language in Paragraph 17 of the leases to limit the transfer of obligations only when there are actual liabilities incurred under a lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the leases may be transferred at any time without the written consent of the Commissioner.

Accordingly, we will accept for filing a certified copy of the Assignment to EnerVest Energy Institutional Fund entities as described in your letter. Absent an existing liability owed to the state, the assignee shall succeed to the rights and obligations under the leases.

Please let me know if you have any questions or if I may be of further assistance.

Sincerely,

Beverly Boyd
Energy Resources Division
(512) 463-6521

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

File No. 111936

Consent to Assign Letter

Date Filed: 12-13-11

Jerry E. Patterson, Commissioner

By *JEP*

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 31, 2014

Angie Coady
Vess Oil Corporation
2100 Mckinney Ave, Suite 1750
Dallas, Texas 75201

RE: GLO Assignment ID # 9060

Dear Ms. Coady,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Assignment, Bill of Sale and Conveyance, is effective September 1, 2013 from EnerVest Energy Institutional Fund XII-WIC, L.P., et al, as assignor, to Vess Texas Partners II, LLC and VOC Brazos Energy Partners II, L.P., as assignees. As filed for record in Brazos, Grimes and Madison Counties, in volume 1304, page 72.

Please see attached "Exhibit A" for reference. Filing fees of \$75.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
9060	Brazos	MF111936
9060	Madison	MF112784
9060	Brazos	MF113874



VESS OIL CORPORATION

WWW.VESSOIL.COM

February 6, 2014

Texas General Land Office
Attn: Mark Adams
PO Box 12873
Austin, TX 78711

Re: Notice of Assignment
State of Texas Lease M-111936
State of Texas Lease M-113874
State of Texas Lease M-112784

Dear Mr. Adams,

The letter shall serve as notice of assignment of the referenced state leases from EnerVest Energy Institutional Fund XII-A, L.P., et al to Vess Texas Partners II, LLC, et al. Enclosed are copies of the Assignment, Bill of Sale and Conveyance, certified by the County Clerk in Brazos Co., TX and by the County Clerk in Madison Co., TX and our company check in the amount of \$75.00 for filing fees.

The leases assigned are:

State of Texas Lease M-111936, covering 3.05 acres of the Navasota River within boundary of Ann Adams Melvin Unit #1H, H.R. Cartmell Svy A-88, Brazos Co., TX.

State of Texas Lease M-113874, GLO Unit No. 5355, covering 2.26 acres, MOL, being a portion of the Navasota River, included in the Ann Adams Melvin Unit #2H, H.R. Cartmell Svy A-88, Brazos Co., TX.

State of Texas Lease M-112784, GLO Unit No. 5032, covering 3.62 acres of State Highway 21 within boundaries of 548.69 acre Barrett Unit No. 1H, Peter Fullenwider Svy A-15, Madison Co., TX.

Sincerely,
Vess Oil Corporation

Angie Coady, CDOA
Land Administrator

Enc.

VESS OIL CORPORATION

TX GEN: TEXAS GENERAL LAND OFFICE

ACCOUNT NUMBER:

14707363

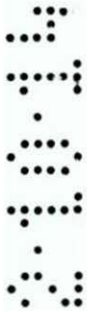
CHECK NUMBER: 137728

CHECK DATE: 01/17/14

137728

INVOICE/REFERENCE	TYPE	DATE	COMMENT	GROSS AMOUNT	DISCOUNT	NET AMOUNT
ENERVEST ACQ	INV	01/14/14		75.00	.00	75.00

+
129



CHECK TOTALS:

137728

75.00

.00

75.00

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

STATE OF TEXAS

COUNTIES OF BRAZOS, GRIMES AND MADISON

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "*Assignment*"), effective as of September 1, 2013, at 12:01 a.m. Houston, Texas time (the "*Effective Time*"), is by and among EnerVest Energy Institutional Fund XII-A, L.P., EnerVest Energy Institutional Fund XII-WIB, L.P. and EnerVest Institutional Fund XII-WIC, L.P. (together "*Assignors*" and each individually, "*Assignor*"), and Vess Texas Partners II, LLC, with offices located at 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201, and VOC Brazos Energy Partners II, L.P., with offices located at 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201 (together "*Assignees*" and each individually, "*Assignee*"). Assignors and Assignees are referred to herein, collectively, as the "*Parties*" and, individually, as a "*Party*". Capitalized terms used in this Assignment but not otherwise defined herein, shall have the meanings set forth in Section 4.1 hereof.

WHEREAS, Assignors and Assignees entered into that certain Purchase and Sale Agreement dated November 19, 2013 (as the same may be amended in writing from time to time by the Parties, the "*Purchase Agreement*"); and

WHEREAS, subject to the terms and upon the conditions of the Purchase Agreement, Assignors are obligated at Closing to assign to Assignees, and Assignees are obligated at Closing to receive from Assignors, all of Assignors' right, title and interest in and to the assets described below in accordance with the terms hereof and those of the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignees hereby agree as follows:

**ARTICLE 1
ASSIGNMENT**

1.1 Assignment. Subject to the terms and upon the conditions of this Assignment, Assignors hereby SELL, ASSIGN, TRANSFER, GRANT, BARGAIN, SET OVER, DELIVER AND CONVEY to Assignees, the undivided interests set forth opposite their names below:

<u>Assignees</u>	<u>Undivided Interest</u>
Vess Texas Partners II, LLC	20%
VOC Brazos Energy Partners II, L.P.	80%

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



and Assignees hereby acquire in the undivided interests set forth above, all of Assignors' right, title, and interest in and to the following assets (such interests and properties described in this Section 1.1, but specifically excluding the Excluded Assets, are collectively referred to herein as the "Assets"):

(a) (1) those oil, gas and mineral leases and fee mineral interests described in Exhibit A hereto (collectively, the "Leases"), including all leasehold estates, royalty interests, overriding royalty interests, net profits interests, production payments or similar interests associated with such oil, gas and mineral leases and fee mineral interests and (2) the lands covered by the Leases and all lands pooled or unitized with the lands covered by the Leases (collectively, the "Lands");

(b) the Hydrocarbons under the Lands and that may be produced, saved or sold from, or otherwise be allocated or attributed to, the Lands on or after the Effective Time;

(c) the oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily or permanently abandoned, including those described in Exhibit B hereto (the "Wells" and, together with the Leases and Lands, the "Properties");

(d) all equipment, machinery, fixtures and other tangible personal property and improvements located on the Lands or primarily used or primarily held for use (whether on or off the Lands) in connection with the operation of the Properties or the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons attributable thereto, including any tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, roads, inventory and other appurtenances, improvements and facilities (all of the foregoing, excluding the Wells, collectively, "Equipment");

(e) all surface leases, permits, rights-of-way, licenses, easements and other surface rights agreements primarily used or held for use in connection with the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons or produced water from the Properties, including those described in Exhibit C – Part I hereto, excluding any such surface leases, permits, rights of way, licenses and surface rights agreements that are not assignable, as reflected in Exhibit C – Part I hereto (collectively, the "Surface Contracts");

(f) all existing and effective Applicable Contracts, including purchase contracts, joint operating agreements, exploration agreements, development agreements, unitization agreements, unit operating agreements, balancing agreements, farm-out agreements, service agreements, transportation, processing, treatment or gathering agreements, equipment leases and other contracts, agreements and instruments, as set forth in Exhibit C – Part II hereto, but excluding any such Applicable Contracts that are not assignable, as reflected in Exhibit C – Part II; and

(g) originals (to the extent in Assignors' possession) and electronic copies (to the extent available in Assignors' servers and networks) of all files, records, and data relating to the Assets described in clauses (a) through (f) above, which records shall



include: lease records; well records; division order records; well files; title records (including abstracts of title, title opinions and memoranda, and title curative documents); engineering records; geological and geophysical data (including schematics, proprietary 2D and 3D seismic data and/or assignable seismic data licenses in the possession of Assignors) and all technical evaluations, interpretive data and technical data and information relating to the other Assets; maps; production records; electric logs; core data; pressure data; decline curves and graphical production curves; reserve reports; appraisals, joint interest billing decks and other partner details, lease operating statements and Asset Tax records; *provided, however*, that (1) those items referenced above in this sub-section (g) that are subject to a valid legal privilege or to disclosure restrictions owing by any Assignor to a Third Party, (2) those items referenced above in this sub-section (g) that are not transferable without payment of additional consideration (and Assignees have not agreed in writing to pay such additional consideration), and (3) all e-mails and other electronic files on any of Assignors' servers and networks relating to the foregoing items referenced in this sub-section (g) in each case, shall be excluded (the foregoing items, taking into account the exclusions listed above, collectively, the "**Records**"); and *provided further*, that Assignors may retain copies of all e-mails and other electronic files on any of Assignor's servers and networks relating to the foregoing items referenced in this sub-section (g).

1.2 Excluded Assets and Reservations. The Assets shall not include, and Assignors hereby reserve and retain, the Excluded Assets together with all obligations and liabilities associated therewith.

TO HAVE AND TO HOLD the Assets unto Assignees and their successors and assigns forever, subject, however, to all of the terms and conditions of this Assignment.

ARTICLE 2 SPECIAL WARRANTY OF TITLE; DISCLAIMERS

2.1 Special Warranty of Title. ASSIGNORS WARRANT TO ASSIGNEES DEFENSIBLE TITLE TO THE LEASES AND THE WELLS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNORS, BUT NOT OTHERWISE, SUBJECT, HOWEVER, TO THE PERMITTED ENCUMBRANCES AND TO THE LIMITATIONS SET FORTH IN SECTION 2.2 HEREOF.

2.2 Subrogation. Assignors assign and grant to Assignees all rights, claims and causes of action under title or other warranties given or made by Assignors' predecessors in interest (other than any Affiliates of Assignor) with respect to the Assets, and Assignees are specifically subrogated to all rights which Assignors may have against such predecessors in interest with respect to the Assets, to the extent Assignors may legally transfer such rights and grant such subrogation.

2.3 DISCLAIMERS.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT

CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, NEITHER ASSIGNORS NOR ANY OTHER PERSON MAKES (AND ASSIGNEES ARE NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY ASSET) OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, AND ASSIGNORS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) OR OTHER UNDERTAKINGS NOT CONTAINED IN THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, WHETHER MADE BY ASSIGNORS, ANY AFFILIATE OF ASSIGNORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONSULTANTS OR OTHER REPRESENTATIVES.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, ASSIGNORS DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO ASSIGNEES OR ANY OF THEIR AFFILIATES OR ITS OR THEIR REPRESENTATIVES, INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO ASSIGNEES BY ANY REPRESENTATIVE OF ASSIGNORS OR ANY OF THEIR AFFILIATES.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNORS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO (1) ASSIGNORS' TITLE TO ANY OF THE ASSETS, (2) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING OR OTHER CONSULTANT, ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, OR ANY OTHER TECHNICAL, FINANCIAL, COMMERCIAL OR OTHER ANALYSIS OR EVALUATION RELATING TO THE ASSETS, (3) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (4) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR PAST, PRESENT OR FUTURE REVENUES OR PROFITS GENERATED BY THE ASSETS, (5) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION FROM



THE ASSETS HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, (6) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS OR (7) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN OR THAT MAY BE MADE AVAILABLE OR COMMUNICATED TO ASSIGNEES OR THEIR AFFILIATES, OR ITS OR THEIR REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO.

(d) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, ASSIGNORS FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF OR RELATING TO THE ASSETS, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEES SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS AND THAT ASSIGNEES HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEES DEEM APPROPRIATE.

(e) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 7 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATE TO BE DELIVERED BY ASSIGNEES AT CLOSING PURSUANT TO SECTION 12.3(c) OF THE PURCHASE AGREEMENT, NEITHER ASSIGNEES NOR ANY AFFILIATE OF ASSIGNEES MAKES (AND ASSIGNORS ARE NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, AND ASSIGNEES DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) OR OTHER UNDERTAKINGS NOT CONTAINED IN THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, WHETHER MADE BY ASSIGNEES, ANY AFFILIATE OF ASSIGNEES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONSULTANTS OR OTHER REPRESENTATIVES.

ARTICLE 3 ASSUMED LIABILITIES

3.1 Assumed Liabilities. Without limiting Assignees' rights to defense and indemnity and to be held harmless under Article 14 of the Purchase Agreement, and subject to the other limitations set forth in the Purchase Agreement, effective as of the Effective Time, each



Assignee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Liabilities relating to the Assets.

ARTICLE 4 DEFINED TERMS

4.1 Defined Terms. Capitalized terms used herein and not otherwise defined in this Section 4.1 or otherwise throughout this Assignment shall have the meanings given such terms in the Purchase Agreement. The following terms, as used herein, shall have the meanings set forth below:

“*Affiliate*” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For purposes of the immediately preceding sentence, the term “*control*” (including, with correlative meanings, the terms “*controlling*,” “*controlled by*” and “*under common control with*”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“*Applicable Contracts*” means those Contracts to which Assignors are a party or are bound and that will be binding on Assignees or any of the Assets following Closing; *provided, however*, that such Contracts shall be considered “Applicable Contracts” to the extent, and only to the extent, such Contracts relate solely to the Assets. For the avoidance of doubt, no Excluded Asset shall be an “Applicable Contract”.

“*Assumed Liabilities*” has the meaning set forth in the Purchase Agreement.

“*Contract*” means any written or oral contract or agreement, including farm-in and farm-out agreements; participation, exploration and development agreements; crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements; joint operating agreements; balancing agreements; unitization agreements; unit operating agreements; processing agreements; facilities or equipment leases; and other similar Contracts, but excluding, however, master service agreements and any other blanket contracts, the Surface Contracts, the Leases and any other instrument creating or evidencing any interest in real property included in Assets.

“*Control Systems*” means equipment, software licenses, communication equipment, computer hardware, computer software, servers, networks, network connections, Distributed Control System (DCS) equipment, Programmable Logic Controllers (PLC) and other associated equipment, to the extent, and only to the extent, the same are used primarily as part of the process control and safety system of the production facilities included in the Assets, including, for the avoidance of doubt, SCADA systems and the supporting equipment required to operate SCADA systems, but excluding any licenses required to be obtained from any Governmental Entity for the operation of any of the foregoing or any software proprietary to any Assignor or its Affiliates being used with the Control Systems.

“*Defensible Title*” has the meaning set forth in the Purchase Agreement.

“*Excluded Assets*” means (a) (1) all corporate, financial, income, Tax, legal and other records of Assignors that relate to Assignors’ business generally (whether or not relating to the Assets, other than Asset Tax records) and (2) all books, files and other records to the extent



relating to the Excluded Assets; (b) all rights to any refunds for Taxes or other costs or expenses borne by Assignors or Assignors' predecessors in interest and attributable to periods prior to the Effective Time in accordance with the principles of Section 9.1 of the Purchase Agreement; (c) all production, trade credits, all accounts, receivables, note receivables, take or pay amounts receivable, other receivables, proceeds, income or revenues, deposits, cash, checks in process of collection, cash equivalents and funds attributable to the Assets with respect to any period of time prior to the Effective Time; (d) any refunds due to Assignors by a Third Party for any overpayment of rentals, royalties, production payments or other amounts attributable to the Assets with respect to any period of time prior to the Effective Time; (e) any causes of action, claims, insurance or condemnation proceeds and other rights (including for indemnification and defense) of Assignors to the extent arising prior to the Effective Time; (f) all of Assignors' motor vehicles, trailers and associated personal property; (g) all of Assignors' radio equipment and associated licenses, other than the Control Systems; (h) all of Assignors' computers, computer hardware, software, servers, networks and network connections and associated information technology equipment, other than the Control Systems; (i) all of Assignors' proprietary technology, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) any geological, geophysical or seismic data, materials or information, including maps, interpretations, records or other technical information related to or based upon any such data, materials or information, and any other asset, data, materials or information, the transfer of which is restricted or prohibited under the terms of any Third Party license, confidentiality agreement or other agreement or the transfer of which would require the payment of a fee or other consideration to any Third Party; *provided, however* that if such data, materials or information is transferable upon payment of a fee or other consideration, such data, materials or information shall be transferred to Assignees subject to the payment by Assignees of such fee or other consideration; and (k) all accounts, proceeds, refunds, income or revenues attributable to insurance premiums with respect to any period of time prior to the Effective Time.

"Governmental Entity" means any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country or any state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any administrative, executive, judicial, legislative, police, regulatory, taxing, importing or other governmental or quasi-governmental authority.

"Hydrocarbons" means oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof.

"Law" means any statute, law, principle of common law, rule, regulation, judgment, order, ordinance, requirement, code, writ, injunction, or decree of any Governmental Entity.

"Permitted Encumbrances" has the meaning set forth in the Purchase Agreement.

"Person" means any individual or entity, including any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, unincorporated organization or Governmental Entity.

"Purchase Price" has the meaning set forth in the Purchase Agreement.

"Third Party" means any Person other than the Parties and their respective Affiliates.

ARTICLE 5
MISCELLANEOUS

5.1 Purchase Agreement. This Assignment is made and accepted subject to all of the terms, provisions and conditions of the Purchase Agreement. In the event of a conflict between the terms, provisions and conditions of this Assignment and the terms, provisions and conditions of the Purchase Agreement and including as to any matter which is addressed in the Purchase Agreement and not in this Assignment, the terms, provisions and conditions of the Purchase Agreement shall take precedence.

5.2 Further Assurances. Each Party hereby agrees to execute, acknowledge and deliver to the other Party, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively carry out this Assignment and the transactions contemplated hereby.

5.3 State of Texas – General Land Office Forms. Assignors and Assignees may execute separate governmental form assignments of the Assets, if required by applicable Law, on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignors or Assignees and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

5.4 Recording. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county in which the respective Asset is located.

5.5 Exhibits. All Exhibits attached to this Assignment are incorporated herein by reference and shall constitute a part of this Assignment.

5.6 Amendments. This Assignment may not be amended except by an instrument expressly modifying this Assignment signed by each of the Parties. No waiver by either Party of any breach of any provision of this Assignment shall be binding unless made expressly in writing. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision hereof (regardless of whether similar), and no such waiver shall constitute a continuing waiver unless expressly so provided. Delay in the exercise, or non-exercise, of any such right is not a waiver of that right.

5.7 Counterpart Signatures. This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of the Assets located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded. A complete copy of this Assignment, including all of the Exhibits, may be found at the offices of Assignees as set forth in the preamble hereto.



5.8 Severability. The provisions of this Assignment will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided, however*, that if any provision of this Assignment, as applied to either Assignors or Assignees or to any circumstance contemplated by this Assignment, is adjudged by a court of competent jurisdiction, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the court of competent jurisdiction, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its revised form, such provision will then be enforceable and will be enforced.

5.9 Benefit. This Assignment is solely for the benefit of, and shall be binding upon and inure to the benefit of, the Parties and their respective successors and permitted assigns, and this Assignment shall not, except for such successors and assigns, be deemed to confer upon or give to any other Person any remedy, claim or other right.

5.10 Governing Law. THIS ASSIGNMENT, ALL ISSUES ARISING HEREUNDER, ALL TRANSACTIONS CONTEMPLATED HEREBY AND ANY ARBITRATION OR EXPERT DISPUTE RESOLUTION PROCEDURE CONDUCTED PURSUANT HERETO SHALL BE CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH, AND EXCLUSIVELY GOVERNED BY, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS OF LAWS OR CHOICE OF LAW PRINCIPLES OR RULES WHICH MAY REFER ANY MATTER TO ANOTHER JURISDICTION FOR RESOLUTION.

5.11 Dispute Resolution. Section 15.12 of the Purchase Agreement is hereby incorporated in this Section 5.11 by reference, as if its provisions were fully set forth herein. The term, "**Dispute**", as used in this Section 5.11, shall mean any dispute, claim or controversy of any kind or nature related to, arising under, or connected with this Assignment (including disputes as to the creation, validity, interpretation, breach or termination of this Assignment).

5.12 Several Obligations. Anything to the contrary notwithstanding, the obligations and liabilities of Assignors and Assignees arising under and in connection with this Assignment, respectively, shall be several and not joint. Accordingly, (a) all representations, warranties, covenants and agreements of Assignees collectively shall be made by each Assignee severally with respect only to its Buyers Participating Interest Share (as defined in the Purchase Agreement); (b) all representations, warranties, covenants and agreements of Assignors collectively shall be made by each Assignor severally with respect only to such Assignor's Sellers Participating Interest Share (as defined in the Purchase Agreement); (c) all representations, warranties, covenants and agreements expressly made by an Assignee with respect to "each Assignee" or "such Assignee" (or words similarly limiting the effect thereof) shall relate only to the business organization of the referenced Assignee and its business organization, separate and apart from the other Assignee and its business organization; and (d) all representations, warranties, covenants and agreements expressly made by an Assignor with respect to "each Assignor" or "such Assignor" (or words similarly limiting the effect thereof) shall relate only to the business organization of the referenced Assignor and its business organization, separate and apart from each other Assignor and its business organization.

[Signature Page Follows.]



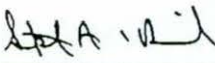
This Assignment is executed as of the date of the Parties' acknowledgments set forth on the following pages, but effective for all purposes as of the Effective Time.

ASSIGNORS:

ENERVEST ENERGY INSTITUTIONAL
FUND XII-A, L.P.

By: EnerVest, Ltd.,
its General Partner

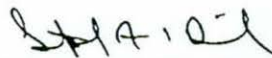
By: EnerVest Management GP, L.C.,
its General Partner

By: 
Name: Stephen A. McDaniel
Title: Senior Vice President

ENERVEST ENERGY INSTITUTIONAL
FUND XII-WIB, L.P.

By: EnerVest, Ltd.,
its General Partner

By: EnerVest Management GP, L.C.,
its General Partner

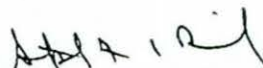
By: 
Name: Stephen A. McDaniel
Title: Senior Vice President

ENERVEST ENERGY INSTITUTIONAL
FUND XII-WIC, L.P.

By: EnerVest Holding, L.L.C.,
its General Partner

By: EnerVest, Ltd.,
its Sole Member

By: EnerVest Management GP, L.C.,
its General Partner

By: 
Name: Stephen A. McDaniel
Title: Senior Vice President

[Signature Page to Assignment, Bill of Sale and Conveyance]

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office


41013

ASSIGNEES:

VESS TEXAS PARTNERS II, LLC

By: 
Name: Barry N. Hill
Title: President and Chief Executive Officer

VOC BRAZOS ENERGY PARTNERS II, L.P.

By: Vess Texas Partners, II, LLC,
its General Partner
By: 
Name: Barry N. Hill
Title: President and Chief Executive Officer

[Signature Page to Assignment, Bill of Sale and Conveyance]

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office

41013

ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Stephen A. McDaniel as Senior Vice President of, and on behalf of, EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as General Partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as General Partner of EnerVest Energy Institutional Fund XII-A, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: Nov. 29, 2014

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Stephen A. McDaniel as Senior Vice President of, and on behalf of, EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as General Partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as General Partner of EnerVest Energy Institutional Fund XII-WIB, L.P., a Delaware limited partnership, on behalf of said limited partnership.



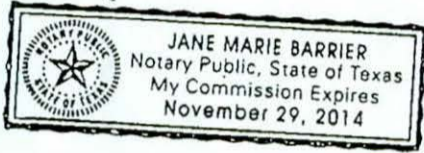
Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office

41013

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Stephen A. McDaniel as Senior Vice President of, and on behalf of, EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as General Partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as Sole Member of EnerVest Holding, L.L.C., acting in its capacity as General Partner of EnerVest Energy Institutional Fund XII-WIC, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Barry N. Hill as President and Chief Executive Officer of, and on behalf of, Vess Texas Partners, II, LLC, a Kansas limited liability company.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Barry N. Hill as President and Chief Executive Officer of, and on behalf of, Vess Texas Partners, II, LLC, acting in its capacity as General Partner of VOC Brazos Energy Partners II, LP, a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office

47073

Exhibit A

Attached to and made a part of Assignment, Bill of Sale and Conveyance between
EnerVest Energy Institutional Fund XII-A, L.P., et al, as Assignor
and
Vess Texas Partners II, LLC, et al, as Assignee,
effective September 1, 2013

Leases

EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-BRA003-001	THOMAS BARRET LYNE, JR.	ENDEAVOR NATURAL GAS II, LLC	09/01/10	9825	254	BRAZOS
TX253-BRA003-002	JERRY L ANTHONY ET UX	ENDEAVOR NATURAL GAS II, LLC	04/13/11	10240	45	BRAZOS
TX253-BRA003-003	THOMAS BARRET LYNE, JR.	ENDEAVOR NATURAL GAS II, LLC	05/18/11	10240	39	BRAZOS
TX253-BRA003-004	ELIZABETH PRINGLE	ENDEAVOR NATURAL GAS II, LLC	05/18/11	10240	35	BRAZOS
TX253-BRA003-005	MICKY SAMUEL MARTIN	UNIT PETROLEUM COMPANY	03/11/10	9552	190	BRAZOS
TX253-BRA004-000	ANN ADAMS MELVIN	ENDEAVOR NATURAL GAS II, LLC	10/15/09	9365	71	BRAZOS
TX253-BRA005-002	MARY LOTT LEE	ENDEAVOR NATURAL GAS II, LLC	11/03/09	9432	46	BRAZOS
TX253-BRA005-003	EMILY JANE LOTT	ENDEAVOR NATURAL GAS II, LLC	11/03/09	9432	44	BRAZOS
TX253-BRA006-000	MICHAEL G HEREFORD	ENDEAVOR NATURAL GAS II, LLC	12/20/09	9628	102	BRAZOS
TX253-BRA007-000	JOLEEN RYCHLIK	ENDEAVOR NATURAL GAS II, LLC	12/10/09	9462	185	BRAZOS
TX253-BRA008-000	LYNDEL N BEENE ET UX	ENDEAVOR NATURAL GAS II, LLC	11/30/09	9628	97	BRAZOS
TX253-BRA009-000	DONALD B BROWNING	ENDEAVOR NATURAL GAS II, LLC	11/30/09	9462	186	BRAZOS
TX253-BRA009-003	HANS ESKELSON ET UX	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	232	BRAZOS
TX253-BRA009-004	CAROLYN GIBBS TRUST	ENDEAVOR NATURAL GAS II, LLC	12/20/09	10103	229	BRAZOS
TX253-BRA009-005	JERRY WALL ET UX	ENDEAVOR NATURAL GAS II, LLC	05/23/11	10240	33	BRAZOS
TX253-BRA009-006	C.L.C. FAMILY LIMITED PARTNERSHIP, LTD.	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	234	BRAZOS
TX253-BRA009-007	JOHN W ALLUMS	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	233	BRAZOS
TX253-BRA009-008	CLAUDENE BREWER	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	228	BRAZOS
TX253-BRA009-009	KAREN S SCHAIBLE	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	227	BRAZOS
TX253-BRA013-000	STATE OF TEXAS	ENDEAVOR NATURAL GAS II, LLC	12/07/10	10019	188	BRAZOS
TX253-BRA016-001	FRANKLIN PATTERSON JR.	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	209	BRAZOS
TX253-BRA016-002	STEVEN D HARPER	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	199	BRAZOS
TX253-BRA016-003	LANCE LINDSEY	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	195	BRAZOS
TX253-BRA016-004	EARL MILLHOLLON	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	201	BRAZOS
TX253-BRA016-005	RITA C SHERMAN	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	207	BRAZOS
TX253-BRA016-006	DON W SHERMAN	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	205	BRAZOS
TX253-BRA016-007	JOHN B SYPTAK	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	203	BRAZOS
TX253-BRA016-008	ALBERT B SYPTAK III	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	197	BRAZOS
TX253-BRA016-009	GEORGIA C DEHN	ENDEAVOR NATURAL GAS II, LLC	05/25/11	10226	82	BRAZOS
TX253-BRA016-010	SIDNEY MOEHLMAN	ENDEAVOR NATURAL GAS II, LLC	05/25/11	10186	218	BRAZOS
TX253-BRA016-011	WILLIAM E CLOWER	ENDEAVOR NATURAL GAS II, LLC	05/24/11	10205	106	BRAZOS
TX253-BRA016-012	PAULINE M WINSLOW	ENDEAVOR NATURAL GAS II, LLC	05/25/11	10186	217	BRAZOS
TX253-BRA016-013	WILLIAM JACKSON DOUGLAS III ET UX	ENDEAVOR NATURAL GAS II, LLC	05/24/11	10181	198	BRAZOS
TX253-BRA016-014	VIRGINIA PAYNE	ENDEAVOR NATURAL GAS II, LLC	06/01/11	10276	211	BRAZOS
TX253-BRA016-015	KENNETH PAYNE	ENDEAVOR NATURAL GAS II, LLC	06/01/11	10276	213	BRAZOS
TX253-BRA016-016	MARY L CAMENZIND	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10276	212	BRAZOS
TX253-BRA016-017	ELIZABETH PAYNE PIERCE	ENDEAVOR NATURAL GAS II, LLC	06/16/11	10276	216	BRAZOS
TX253-BRA016-018	KIMBERLY S BECKER	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10276	190	BRAZOS
TX253-BRA016-019	EDITH C PERKINSON	ENDEAVOR NATURAL GAS II, LLC	06/21/11	10276	192	BRAZOS
TX253-BRA016-020	BOBBY GLEN COLLINGS	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10276	193	BRAZOS
TX253-BRA016-021	ROBERT E THOMAS ET UX	ENDEAVOR NATURAL GAS II, LLC	06/13/11	10276	218	BRAZOS
TX253-BRA016-022	VIRGINIA L ELLISON	ENDEAVOR NATURAL GAS II, LLC	06/13/11	10276	214	BRAZOS
TX253-BRA016-023	DOROTHY V AKINS	ENDEAVOR NATURAL GAS II, LLC	07/05/11	10278	204	BRAZOS
TX253-BRA016-024	SCHULTZ FIVE FAMILY LLC	ENDEAVOR NATURAL GAS II, LLC	07/05/11	10278	202	BRAZOS
TX253-BRA016-025	KIMBERLY L FREDERICK	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	208	BRAZOS
TX253-BRA016-026	RAYMOND S LEIGHMAN	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	206	BRAZOS
TX253-BRA016-027	MEREDITH VASQUEZ	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	212	BRAZOS
TX253-BRA016-028	MICHAEL E LEIGHMAN	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	214	BRAZOS
TX253-BRA016-029	SUSAN LEIGHMAN	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10278	210	BRAZOS
TX253-BRA016-030	PEGGY PAYNE REED	ENDEAVOR NATURAL GAS II, LLC	05/01/11	10240	27	BRAZOS
TX253-BRA016-031	MATTIE P GERKE	ENDEAVOR NATURAL GAS II, LLC	06/13/11	10319	56	BRAZOS
TX253-BRA016-032	NANCY GERKE KROLCZYK	ENDEAVOR NATURAL GAS II, LLC	08/15/11	10319	60	BRAZOS
TX253-BRA016-033	CHARLES GARLAND	ENDEAVOR NATURAL GAS II, LLC	08/15/11	10319	58	BRAZOS

Exhibit A
Page 1 of 8

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-BRA016-034	MARTIN A WORTMAN ET UX	ENDEAVOR NATURAL GAS II, LLC	10/04/11	10384	89	BRAZOS
TX253-BRA022-001	JOANNA W LANDRY	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	231	BRAZOS
TX253-BRA022-002	LANCE P DOBBINS ET UX	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	230	BRAZOS
TX253-BRA022-003	PEGGY PAYNE REED IRREVOCABLE TRUST	ENDEAVOR NATURAL GAS II, LLC	01/19/11	10103	236	BRAZOS
TX253-BRA022-004	JEFFREY T WESTON ET UX	ENDEAVOR NATURAL GAS II, LLC	07/01/11	10337	8	BRAZOS
TX253-BRA022-005	NORMA JEAN PAYNE	ENDEAVOR NATURAL GAS II, LLC	09/12/11	10350	129	BRAZOS
TX253-BRA025-001	EULA MAE JOHNSTON TRUST	ENDEAVOR NATURAL GAS II, LLC	05/24/11	10303	215	BRAZOS
TX253-BRA031-001	CHARLES W. BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10334	249	BRAZOS
TX253-BRA031-002	EVAN T BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10334	251	BRAZOS
TX253-BRA031-003	MARION ELIZABETH BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10355	44	BRAZOS
TX253-BRA031-004	HENRY E HARVARD	ENDEAVOR NATURAL GAS II, LLC	08/18/11	10334	250	BRAZOS
TX253-BRA031-005	MARTHA A HARVARD	ENDEAVOR NATURAL GAS II, LLC	08/18/11	10334	248	BRAZOS
TX253-BRA031-006	CAROLYN C JENSEN	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10355	42	BRAZOS
TX253-BRA031-007	PAULINE E TRANT	ENDEAVOR NATURAL GAS II, LLC	09/02/11	10355	41	BRAZOS
TX253-BRA031-009	WINTHROP L BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/02/11	10371	251	BRAZOS
TX253-BRA031-010	MARK W BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10371	252	BRAZOS
TX253-BRA031-011	PAMELA CLITHEROE HILLIARD	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10355	43	BRAZOS
TX253-BRA031-012	MARY CAROLYN HARVARD HAMLYN	ENDEAVOR NATURAL GAS II, LLC	07/28/11	10334	247	BRAZOS
TX253-BRA031-014	MARGARET B BOONE	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10367	26	BRAZOS
TX253-BRA031-015	SHARI COLLINS CARROLL	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10367	28	BRAZOS
TX253-BRA031-016	DOROTHY CLITHEROE MCDONALD	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10367	24	BRAZOS
TX253-BRA031-017	DRC PETROLEUM LTD	ENDEAVOR NATURAL GAS II, LLC	01/16/12	10503	172	BRAZOS
TX253-BRA031-018	WAYNE F COLLINS	UNIT PETROLEUM COMPANY	02/01/10	10511	216	BRAZOS
TX253-BRA031-019	SOUTHWEST PETROLEUM	ENDEAVOR NATURAL GAS II, LLC	01/16/12	10511	215	BRAZOS
TX253-BRA032-000	STATE OF TEXAS	ENERVEST OPERATING LLC	03/01/12	10743	185	BRAZOS
TX253-BRA033-000	JAMES D. WILSON, INDIVIDUALLY, ET AL	AMALGAMATED BONANZA PETRO. LTD	06/25/76	27	564	BRAZOS
TX253-BRA034-000	TAUBER E&P COMPANY	BRIGHTON ENERGY, LLC	07/07/05	7057	145	BRAZOS
TX253-GRI026-000	TEX BAR RANCH, LTD.	ENDEAVOR NATURAL GAS II, LLC	04/30/11	1382	686	GRIMES
TX253-GRI027-000	DON W MALLET	ENDEAVOR NATURAL GAS II, LLC	05/18/11	1382	688	GRIMES
TX253-MAD028-001	GEORGE W STRAKE JR	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1383	410	GRIMES
TX253-MAD028-002	V A JOHNSTON, LTD	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1383	413	GRIMES
TX253-MAD028-003	GRAYFORE PARTNERS, LP	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1383	416	GRIMES
TX253-MAD028-004	BAUCHMAN INVESTMENT PTSHP, LP ET AL	ENDEAVOR NATURAL GAS II, LLC	05/16/11	1388	220	GRIMES
TX253-MAD028-005	JANE HAWKINS FURSE TRUST, ET AL	ENDEAVOR NATURAL GAS II, LLC	08/15/11	1388	224	GRIMES
TX253-MAD028-006	BETTY T JOHNSTON MARITAL TRUST	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1392	430	GRIMES
TX253-MAD028-007	E L MCDONALD ESTATE TRUST	ENDEAVOR NATURAL GAS II, LLC	09/14/11	1392	433	GRIMES
TX253-MAD028-008	EULA MAE JOHNSTON TRUST	ENDEAVOR NATURAL GAS II, LLC	11/22/11	1401	667	GRIMES
TX253-MAD028-009	WILLIAM S ROGERS	ENDEAVOR NATURAL GAS II, LLC	12/07/11	1403	212	GRIMES
TX253-MAD028-010	BETTY O'BANION	EV ENERGY INST. FUND XI-A, ET AL	06/06/12	1436	820	GRIMES
TX253-MAD028-011	BOWMAN RANCH PARTNERSHIP, ET AL	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1420	326	GRIMES
TX253-MAD036-001	ANITA R BARNETT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	409	GRIMES
TX253-MAD036-002	FRED BARNHILL, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	296	GRIMES
TX253-MAD036-003	JUDITH ELAINE MARTIN BOHANNON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	413	GRIMES
TX253-MAD036-004	JOHN F BURDETTE ET UX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	324	GRIMES
TX253-MAD036-005	GINGER DENNIS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	287	GRIMES
TX253-MAD036-006	ELOISE WILSON DOWNEY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1392	436	GRIMES
TX253-MAD036-007	AMANDA DUNN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1392	440	GRIMES
TX253-MAD036-008	MARTHA D EICHELBERGER ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	328	GRIMES
TX253-MAD036-009	JEFFREY EUBANKS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1398	708	GRIMES
TX253-MAD036-010	BILLY G EVANS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	332	GRIMES
TX253-MAD036-011	SHIRLEY TAYLOR FLOWERS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1398	712	GRIMES
TX253-MAD036-012	JEFFREY L FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	283	GRIMES
TX253-MAD036-013	STEVEN E FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	279	GRIMES
TX253-MAD036-014	NANCY LIGON FULTON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	417	GRIMES
TX253-MAD036-015	AMEL ALLEN GLASER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	336	GRIMES
TX253-MAD036-016	WILLIAM T GOLDSMITH	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	275	GRIMES
TX253-MAD036-017	FRANCES T HEAD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	421	GRIMES
TX253-MAD036-018	ZULA HEFLIN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	304	GRIMES
TX253-MAD036-019	RITA HUNTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	291	GRIMES
TX253-MAD036-020	PATRICIA TAYLOR KOONCE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	392	GRIMES
TX253-MAD036-021	HELEN AVERY KUHN ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	308	GRIMES
TX253-MAD036-022	ALBERT LEE PITMAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	340	GRIMES
TX253-MAD036-023	WILLIAM L LEE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	425	GRIMES
TX253-MAD036-024	JERALDINE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	312	GRIMES

Exhibit A
Page 2 of 8

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD036-025	JOE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	429	GRIMES
TX253-MAD036-026	NANCY AVERY LASICH MORSE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1393	431	GRIMES
TX253-MAD036-027	CHARLES GEORGE NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	344	GRIMES
TX253-MAD036-028	JEFFERSON LAMAR NEWBERN III	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	352	GRIMES
TX253-MAD036-029	LAURA NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	348	GRIMES
TX253-MAD036-030	THOMAS DOWNS NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	360	GRIMES
TX253-MAD036-031	JON ELLEN NIX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	380	GRIMES
TX253-MAD036-032	EDYTH HARRY PAYNE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	356	GRIMES
TX253-MAD036-033	PENNY L POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	316	GRIMES
TX253-MAD036-034	RANDOLPH EUGENE POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	433	GRIMES
TX253-MAD036-035	THOMAS S POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	372	GRIMES
TX253-MAD036-036	WILLIAM H POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	376	GRIMES
TX253-MAD036-037	OTTO L ROBERTSON, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	368	GRIMES
TX253-MAD036-038	BETTY LOU WILSON ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1392	446	GRIMES
TX253-MAD036-039	BARBARA GOLDSMITH SCHOENHALS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	320	GRIMES
TX253-MAD036-040	NANCY GOLDSMITH SCOTT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	396	GRIMES
TX253-MAD036-041	JUDITH TAYLOR SHEPPARD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	384	GRIMES
TX253-MAD036-042	MARTHA TAYLOR ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	300	GRIMES
TX253-MAD036-043	MARILENA HENRY WILLOUGHBY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	437	GRIMES
TX253-MAD036-044	BETTY LOU WILSON ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	364	GRIMES
TX253-MAD036-045	MARY WILLIAMS HERNDON	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1391	388	GRIMES
TX253-MAD036-046	JOHN RUMBLEY WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1393	435	GRIMES
TX253-MAD036-047	RABUN MCDUFFIE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1392	450	GRIMES
TX253-MAD036-048	SAM HUDSON WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1391	401	GRIMES
TX253-MAD036-049	SARA JANE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1391	405	GRIMES
TX253-MAD036-050	LAYLA ANN GLASER BRYAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1401	663	GRIMES
TX253-MAD036-051	GAY WELLS, RECEIVER	ENDEAVOR NATURAL GAS II, LLC	01/11/12	1402	462	GRIMES
TX253-MAD036-052	MAUREEN BOLAN CARROLL	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1401	675	GRIMES
TX253-MAD036-053	SHANNON BOLAN	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1401	679	GRIMES
TX253-MAD036-055	BELINDA S. JAMES, AIF	EV ENERGY INST. FUND XII-A, ET AL	03/19/12	1434	604	GRIMES
TX253-MAD036-056	JACK E. HAVARD	FRONTIER MINERALS, LC	01/05/12			GRIMES
TX253-MAD000-000	SAND PRAIRIE BAPTIST CHURCH	FAIRWAYS E&P, LLC	08/01/10	1039	23	MADISON
TX253-MAD001-001	GORDON J ATKINS	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	259	MADISON
TX253-MAD001-002	WILLIAM ALLEN ATKINS	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	255	MADISON
TX253-MAD001-003	M H BARRETT ET UX	ENDEAVOR NATURAL GAS II, LLC	04/28/10	1018	50	MADISON
TX253-MAD001-004	JO ANN CHUNN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	271	MADISON
TX253-MAD001-005	SARAH E. DIETRICH	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1020	108	MADISON
TX253-MAD001-006	CAROL LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	263	MADISON
TX253-MAD001-007	ROBERT W LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	267	MADISON
TX253-MAD001-008	STEVEN C LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	279	MADISON
TX253-MAD001-009	O DOUBLE H BAR, LP	ENDEAVOR NATURAL GAS II, LLC	01/06/10	1016	283	MADISON
TX253-MAD001-010	DAVID ANDREW POWERS	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	247	MADISON
TX253-MAD001-011	ELIZABETH ATKINS SMITH	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	275	MADISON
TX253-MAD001-012	LINDA SUSAN WITHROW	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	251	MADISON
TX253-MAD001-013	MICHAEL G LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1079	53	MADISON
TX253-MAD002-000	JOYCE ANN DONAHO, ET VIR	TEXBRIT CORPORATION	12/16/09	1002	30	MADISON
TX253-MAD002-001	ANNIE LORENE GUSTINE ESTATE	JOHN C. CLARK	01/26/10	1016	238	MADISON
TX253-MAD002-002	GERALD DWAIN CASEY, JR.	JOHN C. CLARK	04/16/10	1048	237	MADISON
TX253-MAD002-003	ROBERT DANIEL CASEY	JOHN C. CLARK	04/16/10	1048	223	MADISON
TX253-MAD002-004	BEVERLY LYNN GOATEE	JOHN C. CLARK	04/16/10	1048	215	MADISON
TX253-MAD002-005	MARK HAMPTON	JOHN C. CLARK	04/16/10	1048	227	MADISON
TX253-MAD002-006	PAUL J HAMPTON	JOHN C. CLARK	04/16/10	1048	229	MADISON
TX253-MAD002-007	ARCHIE L HART	JOHN C. CLARK	04/16/10	1048	221	MADISON
TX253-MAD002-008	ALBERT RAY HART, JR.	JOHN C. CLARK	04/16/10	1048	225	MADISON
TX253-MAD002-009	CATHY HAMPTON HOLDER	JOHN C. CLARK	04/16/10	1048	231	MADISON
TX253-MAD002-010	MICHAEL KIRKLEY	JOHN C. CLARK	04/16/10	1048	233	MADISON
TX253-MAD002-011	RICHARD HOLLIS MCCOWN, JR.	JOHN C. CLARK	04/16/10	1048	241	MADISON
TX253-MAD002-012	ROLAND M MCCOWN	JOHN C. CLARK	04/16/10	1048	213	MADISON
TX253-MAD002-013	RONALD WENDELL MCCOWN	JOHN C. CLARK	04/16/10	1048	235	MADISON
TX253-MAD002-014	LYNETTE CASEY SMITH	JOHN C. CLARK	04/16/10	1048	219	MADISON
TX253-MAD002-015	TERRY A WELLS	JOHN C. CLARK	04/16/10	1048	239	MADISON
TX253-MAD002-016	SALLY MCCOWN WHITAKER	JOHN C. CLARK	04/16/10	1048	217	MADISON
TX253-MAD002-017	DUDLEY M. CASEY	EV ENERGY INST. FUND XII-A, ET AL	04/25/13	1271	204	MADISON
TX253-MAD002-018	RICHARD LEE HARRIS	EV ENERGY INST. FUND XII-A, ET AL	04/25/13	1271	207	MADISON



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD003-001	JOYCE ANN DONAHO, ET VIR	EV ENERGY INST. FUND XII-A, ET AL	02/01/13	1234	104	MADISON
TX253-MAD003-002	FRANKLIN PERRY GARNETT	EV ENERGY INST. FUND XII-A, ET AL	02/05/13	1234	93	MADISON
TX253-MAD010-001	WILL RASCO FAMILY LIVING TRUST	ENDEAVOR NATURAL GAS II, LLC	04/16/10	1021	143	MADISON
TX253-MAD011-000	JOHN T ANDRUS ET UX	JOHN C. CLARK	01/26/10	1016	244	MADISON
TX253-MAD012-001	JAMES S GASKIN ET UX	JOHN C. CLARK	01/26/10	1016	241	MADISON
TX253-MAD012-002	DENNIS RAY WHITMIRE	JOHN C. CLARK	01/26/10	1017	192	MADISON
TX253-MAD015-001	BEN ALTON BETHKE	ENDEAVOR NATURAL GAS II, LLC	10/12/10	1079	33	MADISON
TX253-MAD015-002	HELEN LOUISE BROWN, ET AL	JOHN C. CLARK	04/16/10	1048	243	MADISON
TX253-MAD015-003	VERNON W CHRISTIE, JR ESTATE	ENDEAVOR NATURAL GAS II, LLC	02/11/11	1079	47	MADISON
TX253-MAD015-004	DELORES BETHKE CLACK	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	35	MADISON
TX253-MAD015-005	BILLY O ENGLISH	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	37	MADISON
TX253-MAD015-006	MONTE J ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1079	51	MADISON
TX253-MAD015-007	MORRIS ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1079	49	MADISON
TX253-MAD015-008	PATSY M ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1079	45	MADISON
TX253-MAD015-009	SYLVIA FRANCES KOSTER	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	41	MADISON
TX253-MAD015-010	LEW V PLOTTS JR.	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	27	MADISON
TX253-MAD015-011	PETE PLOTTS	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	29	MADISON
TX253-MAD015-012	PATRICIA ANN SMITH	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	43	MADISON
TX253-MAD015-013	ANNETTE PLOTTS STAFFORD	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	31	MADISON
TX253-MAD015-014	HERMAN CHARLES ZULCH	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	39	MADISON
TX253-MAD015-015	JOE TOUCHTON	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1096	327	MADISON
TX253-MAD015-016	JANIS TOUCHTON STEWART	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1096	325	MADISON
TX253-MAD015-017	WILLIS E ROGERS	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1096	329	MADISON
TX253-MAD015-018	JOHN TOUCHTON	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1103	328	MADISON
TX253-MAD015-019	ANGELA ENGLISH KESSLER	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1086	202	MADISON
TX253-MAD015-020	JULIE ENGLISH O'REAR	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1083	331	MADISON
TX253-MAD015-021	KENNETH ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1082	26	MADISON
TX253-MAD015-022	SALLY ENGLISH KOELLNER	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1119	24	MADISON
TX253-MAD015-023	SHIRLEY GWENDOLYN HOOD	ENDEAVOR NATURAL GAS II, LLC	06/23/11	10314	128	MADISON
TX253-MAD017-000	DARRELL HALL ET UX	ENDEAVOR NATURAL GAS II, LLC	01/21/11	1067	262	MADISON
TX253-MAD018-000	ESTELLE BEVERLY ET AL	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1082	23	MADISON
TX253-MAD019-000	MICHAEL R THEISS ET UX	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1086	206	MADISON
TX253-MAD020-000	DAVID JEFFREY CROWDER	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1096	331	MADISON
TX253-MAD021-000	JAMES KOHL	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1086	204	MADISON
TX253-MAD023-001	THOMAS HOLLIDAY ET UX	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1103	330	MADISON
TX253-MAD024-002	RICKY J PALASOTA JR	ENDEAVOR NATURAL GAS II, LLC	05/09/11	1103	332	MADISON
TX253-MAD028-001	GEORGE W STRAKE JR	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1096	322	MADISON
TX253-MAD028-002	V A JOHNSTON, LTD	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1096	317	MADISON
TX253-MAD028-003	GRAYFORE PARTNERS, LP	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1096	320	MADISON
TX253-MAD028-004	BAUCHMAN INVESTMENT PTSHP, LP ET AL	ENDEAVOR NATURAL GAS II, LLC	05/16/11	1103	342	MADISON
TX253-MAD028-005	JANE HAWKINS FURSE TRUST, ET AL	ENDEAVOR NATURAL GAS II, LLC	08/15/11	1103	336	MADISON
TX253-MAD028-006	BETTY T JOHNSTON MARITAL TRUST	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1112	237	MADISON
TX253-MAD028-007	E L MCDONALD ESTATE TRUST	ENDEAVOR NATURAL GAS II, LLC	09/14/11	1112	240	MADISON
TX253-MAD028-008	EULA MAE JOHNSTON TRUST	ENDEAVOR NATURAL GAS II, LLC	11/22/11	1125	301	MADISON
TX253-MAD028-009	WILLIAM S ROGERS	ENDEAVOR NATURAL GAS II, LLC	12/07/11	1131	279	MADISON
TX253-MAD028-010	BETTY O'BANION	EV ENERGY INST. FUND XI-A, ET AL	06/06/12	1201	136	MADISON
TX253-MAD028-011	BOWMAN RANCH PARTNERSHIP, ET AL	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1165	259	MADISON
TX253-MAD029-000	STATE OF TEXAS MF 112784	ENDEAVOR NATURAL GAS II, LLC	06/07/11	1114	237	MADISON
TX253-MAD036-001	ANITA R BARNETT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	273	MADISON
TX253-MAD036-002	FRED BARNHILL, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	6	MADISON
TX253-MAD036-003	JUDITH ELAINE MARTIN BOHANNON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	277	MADISON
TX253-MAD036-004	JOHN F BURDETTE ET UX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	34	MADISON
TX253-MAD036-005	GINGER DENNIS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	343	MADISON
TX253-MAD036-006	ELOISE WILSON DOWNEY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1112	257	MADISON
TX253-MAD036-007	AMANDA DUNN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1112	251	MADISON
TX253-MAD036-008	MARTHA D EICHELBERGER ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	38	MADISON
TX253-MAD036-009	JEFFREY EUBANKS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1119	337	MADISON
TX253-MAD036-010	BILLY G EVANS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	42	MADISON
TX253-MAD036-011	SHIRLEY TAYLOR FLOWERS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1119	341	MADISON
TX253-MAD036-012	JEFFREY L FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	339	MADISON
TX253-MAD036-013	STEVEN E FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	335	MADISON
TX253-MAD036-014	NANCY LIGON FULTON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	281	MADISON
TX253-MAD036-015	AMEL ALLEN GLASER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	46	MADISON
TX253-MAD036-016	WILLIAM T GOLDSMITH	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	331	MADISON

Exhibit A
Page 4 of 8

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD036-017	FRANCES T HEAD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	285	MADISON
TX253-MAD036-018	ZULA HEFLIN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	14	MADISON
TX253-MAD036-019	RITA HUNTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	1	MADISON
TX253-MAD036-020	PATRICIA TAYLOR KOONCE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1110	288	MADISON
TX253-MAD036-021	HELEN AVERY KUHN ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	18	MADISON
TX253-MAD036-022	ALBERT LEE PITMAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	50	MADISON
TX253-MAD036-023	WILLIAM L LEE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	289	MADISON
TX253-MAD036-024	JERALDINE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	22	MADISON
TX253-MAD036-025	JOE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	293	MADISON
TX253-MAD036-026	NANCY AVERY LASICH MORSE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1114	274	MADISON
TX253-MAD036-027	CHARLES GEORGE NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	54	MADISON
TX253-MAD036-028	JEFFERSON LAMAR NEWBERN III	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	67	MADISON
TX253-MAD036-029	LAURA NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	63	MADISON
TX253-MAD036-030	THOMAS DOWNS NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	75	MADISON
TX253-MAD036-031	JON ELLEN NIX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	95	MADISON
TX253-MAD036-032	EDYTH HARRY PAYNE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	71	MADISON
TX253-MAD036-033	PENNY L POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	26	MADISON
TX253-MAD036-034	RANDOLPH EUGENE POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	297	MADISON
TX253-MAD036-035	THOMAS S POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	87	MADISON
TX253-MAD036-036	WILLIAM H POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	91	MADISON
TX253-MAD036-037	OTTO L ROBERTSON, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	83	MADISON
TX253-MAD036-038	EVELYN HARRY ROLLINS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1112	247	MADISON
TX253-MAD036-039	BARBARA GOLDSMITH SCHOENHALS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	30	MADISON
TX253-MAD036-040	NANCY GOLDSMITH SCOTT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1110	292	MADISON
TX253-MAD036-041	JUDITH TAYLOR SHEPPARD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	99	MADISON
TX253-MAD036-042	MARTHA TAYLOR ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	10	MADISON
TX253-MAD036-043	MARILENA HENRY WILLOUGHBY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	301	MADISON
TX253-MAD036-044	BETTY LOU WILSON ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	79	MADISON
TX253-MAD036-045	MARY WILLIAMS HERNDON	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1110	284	MADISON
TX253-MAD036-046	JOHN RUMBLEY WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1114	278	MADISON
TX253-MAD036-047	RABUN MCDUFFIE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1112	243	MADISON
TX253-MAD036-048	SAM HUDSON WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1110	297	MADISON
TX253-MAD036-049	SARA JANE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1110	301	MADISON
TX253-MAD036-050	LAYLA ANN GLASER BRYAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1125	297	MADISON
TX253-MAD036-051	GAY WELLS, RECEIVER	ENDEAVOR NATURAL GAS II, LLC	01/11/12	1402	462	MADISON
TX253-MAD036-052	MAUREEN BOLAN CARROLL	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1125	309	MADISON
TX253-MAD036-053	SHANNON BOLAN	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1125	293	MADISON
TX253-MAD036-055	BELINDA S. JAMES, AIF	EV ENERGY INST. FUND XII-A, ET AL	03/19/12	1197	174	MADISON
TX253-MAD036-056	JACK E. HAVARD	FRONTIER MINERALS, LC	01/05/12	1137	167	MADISON
TX253-MAD037-001	CHARLES AVERITT	ENDEAVOR NATURAL GAS II, LLC	10/11/11	1120	251	MADISON
TX253-MAD037-002	KAREN BERRY	ENDEAVOR NATURAL GAS II, LLC	10/11/11	1120	253	MADISON
TX253-MAD038-001	JAKE COLE HOWARD, ET AL	WEBER ENERGY CORPORATION	08/22/10	1116	265	MADISON
TX253-MAD038-001	JAKE COLE HOWARD, ET AL	WEBER ENERGY CORPORATION	08/22/10	1116	265	MADISON
TX253-MAD038-002	SUSAN WARD KINSER	WEBER ENERGY CORPORATION	09/10/10	1057	160	MADISON
TX253-MAD038-003	NAOMI WARD STEPHENS	WEBER ENERGY CORPORATION	08/24/10	1116	272	MADISON
TX253-MAD038-004	MARTIN EDWARD STEPHENS	WEBER ENERGY CORPORATION	08/24/10	1116	270	MADISON
TX253-MAD038-005	DONALD MARTIN STARY	WEBER ENERGY CORPORATION	08/24/10	1116	268	MADISON
TX253-MAD038-006	DAVID PAUL WARD	WEBER ENERGY CORPORATION	08/24/10	1116	274	MADISON
TX253-MAD038-007	STEVEN WAYNE WARD	WEBER ENERGY CORPORATION	08/24/10	1116	276	MADISON
TX253-MAD042-000	W. J. HORTON	FAIRWAYS E&P, LLC	06/30/10	1039	48	MADISON
TX253-MAD043-000	KYLE WALTON	FAIRWAYS E&P, LLC	08/03/10	1035	98	MADISON
TX253-MAD047-000	GEORGE CEMETERY ASSOCIATION	FAIRWAYS E&P, LLC	07/08/10	1039	26	MADISON
TX253-MAD055-001	JAMES AND ATHLYN BOSWELL REV LIV TR	FAIRWAYS E&P, LLC	07/01/10	1040	157	MADISON
TX253-MAD056-001	STEVEN WALTER DISERENS	FAIRWAYS E&P, LLC	08/03/10	1040	149	MADISON
TX253-MAD056-002	JOYCE DEAN DISERENS	FAIRWAYS E&P, LLC	08/03/10	1040	151	MADISON
TX253-MAD056-003	ESTER MARIE DISERENS	FAIRWAYS E&P, LLC	08/03/10	1040	153	MADISON
TX253-MAD057-001	WILLIAM T. KIMMEY	FAIRWAYS E&P, LLC	08/20/10	1040	155	MADISON
TX253-MAD057-002	RHONDA Y. DUKE	FAIRWAYS E&P, LLC	09/15/10	1043	218	MADISON
TX253-MAD057-003	MICHAEL GLENN DUKE	FAIRWAYS E&P, LLC	09/15/10	1043	216	MADISON
TX253-MAD057-004	CHERYL LYNN DUKE KEITH	FAIRWAYS E&P, LLC	09/15/10	1047	51	MADISON
TX253-MAD058-001	DELBERT B. MCDONALD	FAIRWAYS E&P, LLC	08/10/10	1040	169	MADISON
TX253-MAD058-002	REBA JO MATLOCK BLUNT	FAIRWAYS E&P, LLC	08/10/10	1040	167	MADISON
TX253-MAD058-003	CATALINA MARIA CARPENTER	FAIRWAYS E&P, LLC	08/10/10	1040	165	MADISON
TX253-MAD058-004	BILLIE JEAN MATLOCK STANLEY	FAIRWAYS E&P, LLC	08/10/10	1040	161	MADISON

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD058-005	PERCY B. BOTTING	FAIRWAYS E&P, LLC	08/10/10	1040	171	MADISON
TX253-MAD058-006	NANCY BOSWELL NUCHE	FAIRWAYS E&P, LLC	08/10/10	1039	66	MADISON
TX253-MAD058-007	DORA MATLOCK LUTZ	FAIRWAYS E&P, LLC	08/10/10	1040	159	MADISON
TX253-MAD059-001	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS E&P, LLC	10/14/10	1054	154	MADISON
TX253-MAD059-002	WOODWAY FINANCIAL ADVISORS	FAIRWAYS E&P, LLC	12/15/10	1065	134	MADISON
TX253-MAD060-001	EMMA JANE RICHARD	FAIRWAYS E&P, LLC	07/20/10	1039	64	MADISON
TX253-MAD061-001	DONALD R MAY AND WIFE KATIE M MAY	FAIRWAYS E&P, LLC	07/20/10	1040	138	MADISON
TX253-MAD062-001	JEFFREY L. HOLLAND ET UX	FAIRWAYS E&P, LLC	08/17/10	1039	29	MADISON
TX253-MAD062-002	CARISA DIAZENKO	FAIRWAYS E&P, LLC	08/10/10	1039	20	MADISON
TX253-MAD062-003	HUGH THOMPSON, ET UX	FAIRWAYS E&P, LLC	04/06/12	1154	326	MADISON
TX253-MAD064-001	JOYE ELEANOR HALL PADRON	FAIRWAYS E&P, LLC	07/13/10	1039	56	MADISON
TX253-MAD064-002	TAMMYE MAURINA HALL RICE	FAIRWAYS E&P, LLC	07/13/10	1039	54	MADISON
TX253-MAD064-003	CHERYL HENDERSON ROSE	FAIRWAYS E&P, LLC	07/13/10	1040	173	MADISON
TX253-MAD064-004	ROY CARROLL HALL	FAIRWAYS E&P, LLC	08/12/10	1040	163	MADISON
TX253-MAD067-000	JEANETTE V. LEE	FAIRWAYS E&P, LLC	08/20/10	1040	147	MADISON
TX253-MAD068-000	WANDA LEE	FAIRWAYS E&P, LLC	08/20/10	1040	142	MADISON
TX253-MAD069-000	JACK M. COLEMAN	FAIRWAYS E&P, LLC	08/20/10	1040	145	MADISON
TX253-MAD070-001	BILLIE BOULDIN	FAIRWAYS E&P, LLC	06/03/10	1039	46	MADISON
TX253-MAD070-002	PATRICIA ANN COX HARDEE, ET UX	FAIRWAYS E&P, LLC	02/15/12	1139	224	MADISON
TX253-MAD071-000	PATSY MARTIN DONAHO	FAIRWAYS E&P, LLC	07/08/10	1043	214	MADISON
TX253-MAD072-001	NOBLE ALLPHIN	FAIRWAYS E&P, LLC	06/16/10	1035	108	MADISON
TX253-MAD072-002	TAMMY ALLPHIN GILBERT	FAIRWAYS E&P, LLC	07/08/10	1035	104	MADISON
TX253-MAD072-003	R G ALLPHIN	FAIRWAYS E&P, LLC	07/08/10	1035	106	MADISON
TX253-MAD076-001	GRACIE COLE SANDERS	FAIRWAYS E&P, LLC	06/11/10	1039	42	MADISON
TX253-MAD076-002	NANCY BOSWELL NUCHE	FAIRWAYS E&P, LLC	06/11/10	1039	34	MADISON
TX253-MAD076-003	JACK LEON COLE FAMILY TRUST	FAIRWAYS E&P, LLC	06/11/10	1039	32	MADISON
TX253-MAD076-004	KENNETH RAY COLE	FAIRWAYS E&P, LLC	06/11/10	1039	38	MADISON
TX253-MAD076-005	JOHN F COLE	FAIRWAYS E&P, LLC	06/11/10	1045	339	MADISON
TX253-MAD076-006	NELVA COLE PRATT	FAIRWAYS E&P, LLC	06/11/10	1039	40	MADISON
TX253-MAD076-007	DONALD JON CAMPBELL	FAIRWAYS E&P, LLC	07/12/10	1039	44	MADISON
TX253-MAD076-008	JANICE ANN RESTELLI	FAIRWAYS E&P, LLC	07/12/10	1039	50	MADISON
TX253-MAD076-009	RONALD L COLE	FAIRWAYS E&P, LLC	06/11/10	1039	68	MADISON
TX253-MAD076-010	SCOTT ALLEN COLE	FAIRWAYS E&P, LLC	06/11/10	1039	36	MADISON
TX253-MAD079-001	DENNIS D. THEISS	PETROMAX OPERATING CO., INC.	04/12/10	1020	30	MADISON
TX253-MAD079-002	KATHY C. OTTER	PETROMAX OPERATING CO., INC.	04/12/10	1020	28	MADISON
TX253-MAD079-003	GLENDA J. MURPHY	PETROMAX OPERATING CO., INC.	04/12/10	1023	1	MADISON
TX253-MAD080-001	CANDI PETERSMA	FAIRWAYS E&P, LLC	07/19/10	1047	53	MADISON
TX253-MAD080-002	DEMERLE GIORDANO	FAIRWAYS E&P, LLC	07/19/10	1040	135	MADISON
TX253-MAD080-003	CHRIS WINDHAM	FAIRWAYS E&P, LLC	07/19/10	1040	129	MADISON
TX253-MAD080-004	MARGARET WILSON	FAIRWAYS E&P, LLC	07/19/10	1040	132	MADISON
TX253-MAD080-005	JOHNNY W GIERISCH SR.	FAIRWAYS E&P, LLC	04/22/10	1030	195	MADISON
TX253-MAD080-006	CLAYTON W. TODD, ET UX	FAIRWAYS E&P, LLC	09/01/11	1114	291	MADISON
TX253-MAD084-000	JOHN P. WATSON, ET UX	PETROMAX OPERATING CO., INC.	05/20/10	1022	344	MADISON
TX253-MAD196-000	RUDOLPH A. GALL, ET UX	FAIRWAYS E&P, LLC	08/04/11	1101	342	MADISON
TX253-MAD471-001	JOHN P EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	298	MADISON
TX253-MAD471-002	MICHAEL LEE EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	303	MADISON
TX253-MAD471-003	CAROLYN FRANCES EPPS JOHANSEN	FAIRWAYS E&P, LLC	05/18/10	1030	308	MADISON
TX253-MAD471-004	BARBARA HELEN EPPS CLOUSE	FAIRWAYS E&P, LLC	05/18/10	1030	313	MADISON
TX253-MAD471-005	BETTYE SUE WINDHAM HENDERSON	FAIRWAYS E&P, LLC	05/18/10	1030	318	MADISON
TX253-MAD471-006	BOBBY SAM WINDHAM	FAIRWAYS E&P, LLC	05/18/10	1030	323	MADISON
TX253-MAD471-007	THOMAS WAKEFIELD EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	328	MADISON
TX253-MAD471-008	WILLIE ANN CHESHIRE MARRS CASTEEL	FAIRWAYS E&P, LLC	05/18/10	1030	333	MADISON
TX253-MAD471-009	JOE REX EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	338	MADISON
TX253-MAD471-010	URA BETTY HARRIET EPPS DENISON	FAIRWAYS E&P, LLC	05/18/10	1030	249	MADISON
TX253-MAD471-011	KENNETH THEISS, ET UX	FAIRWAYS E&P, LLC	05/03/10	1030	178	MADISON
TX253-MAD483-001	TIMOTHY LEE PIERCE	FAIRWAYS E&P, LLC	05/20/10	1030	168	MADISON
TX253-MAD483-002	ROBERT PIERCE ET UX DIANA PIERCE	FAIRWAYS E&P, LLC	05/07/10	1030	287	MADISON
TX253-MAD483-003	RONALD GENE PIERCE JR ET AL	FAIRWAYS E&P, LLC	05/07/10	1030	282	MADISON
TX253-MAD559-001	PHILIP JAMES MARKS, JR, ET AL	UNIT PETROLEUM COMPANY	02/12/10	1008	40	MADISON
TX253-MAD569-000	DRUMMOND EDGE	FAIRWAYS E&P, LLC	04/27/10	1047	1	MADISON
TX253-MAD590-000	MARIANNE STEWART	FAIRWAYS E&P, LLC	04/14/10	1030	211	MADISON
TX253-MAD638-000	BRIAN D. KYLE, ET UX	FAIRWAYS E&P, LLC	08/31/11	1134	184	MADISON
TX253-MAD639-001	ROBERT E. PALI, ET UX	FAIRWAYS E&P, LLC	01/25/12	1134	186	MADISON
TX253-MAD639-002	EMILY JEANETTE NAUMANN	FAIRWAYS E&P, LLC	01/25/12	1139	226	MADISON

Exhibit A
Page 6 of 8

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD641-001	EDDIE LEE ANDERSON	FAIRWAYS E&P, LLC	01/24/12	1139	232	MADISON
TX253-MAD641-002	MICHAEL LLOYD ANDERSON, SR.	FAIRWAYS E&P, LLC	01/24/12	1139	230	MADISON
TX253-MAD641-003	RICHARD D. GEORGE, SR., ET UX	FAIRWAYS E&P, LLC	01/24/12	1139	228	MADISON
TX253-MAD719-001	SUE ANTHONY DOTSON	FAIRWAYS E&P, LLC	07/09/10	1039	52	MADISON
TX253-MAD719-002	JOE H. BARNES II	FAIRWAYS E&P, LLC	07/09/10	1040	175	MADISON
TX253-MAD824-001	GRACIE COLE SANDERS	FAIRWAYS E&P, LLC	05/20/10	1031	246	MADISON
TX253-MAD825-000	PATRICIA DONAHO LINDSEY	FAIRWAYS E&P, LLC	05/21/10	1031	254	MADISON
TX253-MAD826-001	NELVA COLE PRATT	FAIRWAYS E&P, LLC	05/20/10	1031	252	MADISON
TX253-MAD826-002	GREGG DOAN ET UX	FAIRWAYS E&P, LLC	05/26/10	1035	110	MADISON
TX253-MAD827-000	NANCY BOSWELL NUCHE	FAIRWAYS E&P, LLC	05/20/10	1031	248	MADISON
TX253-MAD828-001	MURDELLE THOMAS	FAIRWAYS E&P, LLC	05/18/10	1031	250	MADISON
TX253-MAD828-002	MAURICE WALKER	FAIRWAYS E&P, LLC	05/18/10	1031	256	MADISON
TX253-MAD829-000	SIBLY WINDHAM	FAIRWAYS E&P, LLC	06/01/10	1030	265	MADISON
TX253-MAD834-000	ARON EUGENE DRAKE	FAIRWAYS E&P, LLC	04/20/10	1035	85	MADISON
TX253-MAD835-001	PETER B PLOTTS AND WIFE	FAIRWAYS E&P, LLC	05/20/10	1034	136	MADISON
TX253-MAD835-002	LEW V PLOTTS AND WIFE	FAIRWAYS E&P, LLC	05/22/10	1034	124	MADISON
TX253-MAD835-003	ANNETTE PLOTTS STAFFORD	FAIRWAYS E&P, LLC	05/22/10	1034	140	MADISON
TX253-MAD836-000	BARBARA ANN COLE	FAIRWAYS E&P, LLC	05/20/10	1034	120	MADISON
TX253-MAD837-001	KENNETH RAY COLE AND WIFE	FAIRWAYS E&P, LLC	05/20/10	1034	116	MADISON
TX253-MAD837-002	JOHNNY W. GIERISCH, JR	FAIRWAYS E&P, LLC	10/22/11	1130	117	MADISON
TX253-MAD839-000	LEW V PLOTTS AND WIFE	FAIRWAYS E&P, LLC	05/22/10	1034	132	MADISON
TX253-MAD840-001	DORIS MOSES WARREN	FAIRWAYS E&P, LLC	05/19/10	1034	101	MADISON
TX253-MAD840-002	GREGG DOAN AND WIFE, KAREN DOAN	FAIRWAYS E&P, LLC	05/19/10	1034	106	MADISON
TX253-MAD843-001	RICHARD MUELLER, ET UX	FAIRWAYS E&P, LLC	06/04/10	1034	72	MADISON
TX253-MAD844-001	SUE MARTIN FAMILY TRUST	FAIRWAYS E&P, LLC	05/22/10	1034	96	MADISON
TX253-MAD844-002	KAY W. MARTIN	FAIRWAYS E&P, LLC	06/24/10	1034	81	MADISON
TX253-MAD845-001	SUE MARTIN FAMILY TRUST	FAIRWAYS E&P, LLC	05/22/10	1034	91	MADISON
TX253-MAD845-002	VIDA JEAN STOVER	FAIRWAYS E&P, LLC	05/22/10	1034	76	MADISON
TX253-MAD846-001	LONE STAR COLLEGE BOOK, INC	FAIRWAYS E&P, LLC	05/20/10	1034	128	MADISON
TX253-MAD847-000	BRUCE A MARTIN, ET UX	FAIRWAYS E&P, LLC	05/22/10	1034	86	MADISON
TX253-MAD848-000	ROY F CLARK AND WIFE DORIS JEAN CLARK	FAIRWAYS E&P, LLC	06/02/10	1035	88	MADISON
TX253-MAD849-000	GREGG DOAN AND WIFE	FAIRWAYS E&P, LLC	05/27/10	1034	111	MADISON
TX253-MAD851-000	GEORGE E MOORE	FAIRWAYS E&P, LLC	05/13/10	1030	292	MADISON
TX253-MAD852-001	MARTHA WINDHAM	FAIRWAYS E&P, LLC	06/17/10	1030	274	MADISON
TX253-MAD853-001	MARTIN HASKETT	FAIRWAYS E&P, LLC	05/20/10	1030	235	MADISON
TX253-MAD853-002	JUANITA HASKETT	FAIRWAYS E&P, LLC	05/20/10	1030	230	MADISON
TX253-MAD853-003	SONDRA MECHALEY	FAIRWAYS E&P, LLC	05/20/10	1030	220	MADISON
TX253-MAD853-004	BILLY HASKETT	FAIRWAYS E&P, LLC	05/20/10	1030	225	MADISON
TX253-MAD853-005	FLOYD A HASKETT, JR.	FAIRWAYS E&P, LLC	05/20/10	1030	260	MADISON
TX253-MAD855-000	DAVID SMITH	FAIRWAYS E&P, LLC	06/17/10	1031	276	MADISON
TX253-MAD856-000	MATT STEWART	FAIRWAYS E&P, LLC	04/14/10	1030	205	MADISON
TX253-MAD857-000	TITO J TORCOLETTI	FAIRWAYS E&P, LLC	04/15/10	1030	192	MADISON
TX253-MAD858-000	LAURA MITTELSTEDT	FAIRWAYS E&P, LLC	04/30/10	1030	183	MADISON
TX253-MAD859-000	KENNETH THEISS ET UX	FAIRWAYS E&P, LLC	06/23/10	1030	244	MADISON
TX253-MAD861-000	LEONA K THEISS	FAIRWAYS E&P, LLC	04/22/10	1030	200	MADISON
TX253-MAD862-001	CAROL THEISS	FAIRWAYS E&P, LLC	04/29/10	1030	173	MADISON
TX253-MAD862-002	HELEN LOUISE BROWN	FAIRWAYS E&P, LLC	09/12/11	1114	169	MADISON
TX253-MAD863-000	DAVID STEWART	FAIRWAYS E&P, LLC	04/14/10	1030	208	MADISON
TX253-MAD866-000	MELBA RUTH WALLER	FAIRWAYS E&P, LLC	06/09/10	1031	258	MADISON
TX253-MAD867-001	EMMA JANE RICHARD	FAIRWAYS E&P, LLC	06/10/10	1031	278	MADISON
TX253-MAD867-002	DONALD EUGENE BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	194	MADISON
TX253-MAD867-003	DAVID OTIS BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	196	MADISON
TX253-MAD867-004	DOUGLAS IRWIN BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	210	MADISON
TX253-MAD867-005	DEBORAH RAMONA HICKS	FAIRWAYS E&P, LLC	03/26/12	1150	198	MADISON
TX253-MAD867-006	DIANNE LOUISE CHENEY	FAIRWAYS E&P, LLC	03/26/12	1150	200	MADISON
TX253-MAD867-007	KRISTOPHER OTIS LAWRENCE CHENEY	FAIRWAYS E&P, LLC	03/26/12	1150	214	MADISON
TX253-MAD867-008	CHRISTOPHER DAVID BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	212	MADISON
TX253-MAD867-009	MELISSA DIANNE BISHOP	FAIRWAYS E&P, LLC	03/26/12	1150	202	MADISON
TX253-MAD867-010	MICHAEL EDWARD BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	216	MADISON
TX253-MAD867-011	CALLIE ELIZABETH PEACHER	FAIRWAYS E&P, LLC	03/26/12	1150	204	MADISON
TX253-MAD867-012	JUSTIN CLARK BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	208	MADISON
TX253-MAD867-013	KEVIN LEE BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	206	MADISON
TX253-MAD867-014	STEVEN EUGENE CHENEY	FAIRWAYS E&P, LLC	03/26/12	1154	328	MADISON
TX253-MAD868-000	META WIESE, A WIDOW	FAIRWAYS E&P, LLC	05/25/10	1030	277	MADISON

Exhibit A
Page 7 of 8

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD869-000	HAROLD L RANKIN AND WIFE	FAIRWAYS E&P, LLC	05/21/10	1031	270	MADISON
TX253-MAD871-000	IRMA E POWERS	FAIRWAYS E&P, LLC	06/02/10	1031	264	MADISON
TX253-MAD872-001	GREGG DOAN AND WIFE	FAIRWAYS E&P, LLC	06/04/10	1031	244	MADISON
TX253-MAD875-001	RALPH S GRISHAM	FAIRWAYS E&P, LLC	07/28/10	1035	92	MADISON
TX253-MAD875-002	TINA M LOCKE AND HUSBAND	FAIRWAYS E&P, LLC	07/28/10	1035	95	MADISON
TX253-MAD876-000	STEPHEN GUSTAVUS	FAIRWAYS E&P, LLC	06/18/10	1035	83	MADISON
TX253-MAD877-001	JOHN FREDERICK BARR	FAIRWAYS E&P, LLC	06/23/10	1031	285	MADISON
TX253-MAD877-002	HERMAN LEE NASH	FAIRWAYS E&P, LLC	06/23/10	1031	282	MADISON
TX253-MAD877-003	MELINDA JOYCE NASH ARNOLD	FAIRWAYS E&P, LLC	06/23/10	1031	287	MADISON
TX253-MA0877-004	BEVERLY DIANE NASH MALONE	FAIRWAYS E&P, LLC	06/23/10	1031	280	MADISON
TX253-MAD885-001	THOMAS GRAHAM	FAIRWAYS E&P, LLC	05/16/10	1031	241	MADISON
TX253-MAD885-002	TONY ALONSO AND WIFE	FAIRWAYS E&P, LLC	06/16/10	1031	238	MADISON
TX253-MAD886-000	MICHAEL PATRICK MURPHY	FAIRWAYS E&P, LLC	06/09/10	1030	269	MADISON
TX253-MAD887-001	SCOTT WAYNE TAYLOR	FAIRWAYS E&P, LLC	06/07/10	1035	100	MADISON
TX253-MAD887-002	VIVIAN M TAYLOR TESTAMENTARY TRUST	FAIRWAYS E&P, LLC	06/07/10	1035	102	MADISON
TX253-MAD947-000	PHYLLIS WHISENHUNT WINDHAM	FAIRWAYS E&P, LLC	06/02/10	1030	255	MADISON
TX253-MAD948-001	LEONARD J PARKER	FAIRWAYS E&P, LLC	06/11/10	1039	5	MADISON
TX253-MAD948-002	JAMES MICHAEL KIGER	FAIRWAYS E&P, LLC	06/07/10	1039	1	MADISON
TX253-MAD953-000	M GAYLE COSBY AND	FAIRWAYS E&P, LLC	06/07/10	1030	240	MADISON

End of Exhibit A

Exhibit A
 Page 8 of 8

A True and Correct
 Copy of Original
 Filed in Madison
 County Clerk's Office



Exhibit B

Attached to and made a part of Assignment, Bill of Sale and Conveyance between
 EnerVest Energy Institutional Fund XII-A, L.P., et al, as Assignor
 and
 Vess Texas Partners II, LLC, et al, as Assignee,
 effective September 1, 2013

Wells

API No.	Well	Operator	Status	County	WI	NRI	ORRI
4204132056	ANN ADAMS MELVIN UNIT 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	100.000000%	74.976170%	0.000000%
4204132077	ANN ADAMS MELVIN UNIT 2H	ENERVEST OPERATING, LLC	PRD	BRAZOS	100.000000%	75.323847%	0.000000%
4204132068	LOTT-LEE 1H	WOODBINE ACQUISITION, LLC	PRD	BRAZOS	50.000000%	38.750000%	0.000000%
4204132091	LOTT-WILSON 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	82.320284%	63.491442%	0.000000%
4204132079	TB LYNE 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	100.000000%	77.500000%	0.000000%
4204132225	TRIPLE M 1H	ENERVEST OPERATING, LLC	PERMITTED	BRAZOS	100.000000%	76.250000%	0.000000%
4204132105	WILSON-PAYNE 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	83.260026%	63.338248%	0.000000%
4218530813	STRAKE 1H	ENERVEST OPERATING, LLC	PRD	GRIMES	100.000000%	76.954316%	0.000000%
4218530806	TEX BAR RANCH LTD 1H	ENERVEST OPERATING, LLC	PRD	GRIMES	46.121956%	35.744517%	0.000000%
4231330876	BARRETT UNIT 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	75.631863%	0.000000%
4231330957	BARRETT-MARKS 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	75.896313%	0.000000%
4231330878	ELLWOOD BARRETT 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	74.562043%	0.000000%
4231330877	ELLWOOD BARRETT 2H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	74.562043%	0.000000%
4231330941	ELLWOOD BARRETT 3H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	74.562043%	0.000000%
4231330974	GALL 1H	ENERVEST OPERATING, LLC	PRD	MADISON	94.504581%	71.238709%	0.000000%
4231330969	HOLIWAY 1H	GULF BEND RESOURCES, LLC	PRD	MADISON	0.000000%	0.000000%	0.032517%
4231330992	HOWARD-PIERCE 1H	ENERVEST OPERATING, LLC	DRILLING	MADISON	100.000000%	76.413157%	0.000000%
4231330935	LONG HOLLOW 1 RE	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	75.000000%	0.000000%
4231330972	WATSON-HOWARD 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	76.200744%	0.000000%

End of Exhibit B

Exhibit B
 Page 1 of 1

A True and Correct
 Copy of Original
 Filed in Madison
 County Clerk's Office



Exhibit C

Attached to and made a part of Assignment, Bill of Sale and Conveyance between
 EnerVest Energy Institutional Fund XII-A, L.P., et al, as Assignor
 and
 Vess Texas Partners II, LLC, et al, as Assignee,
 effective September 1, 2013

Part I. Surface Contracts

Ref No.	Property	Agreement	Grantor	Grantee	Date	Book	Page	County
AAM1.WATER	ANN ADAMS MELVIN 1H	WATER PURCHASE AGREEMENT (EXPIRED)	ESTATE OF MARGARET ANN ADAMS MELVIN	ENDEAVOR NATURAL GAS II, LLC	08/12/11	-	-	BRAZOS
AAM1.ROW1	ANN ADAMS MELVIN 1H	PIPELINE TRANSPORTATION AGREEMENT	GEORGE A. RICHARDSON	ENDEAVOR NATURAL GAS II, LLC	03/11/11	-	-	BRAZOS
AAM1.ROW2	ANN ADAMS MELVIN 1H	PIPELINE RIGHT OF WAY AGREEMENT	MATEO ORTA AND JOE M. ORTA	ENDEAVOR NATURAL GAS II, LLC	11/11/11	10435	263	BRAZOS
AAM1.ROW3	ANN ADAMS MELVIN 1H	PIPELINE RIGHT OF WAY AGREEMENT	ADAM AND KELI LONG	ENDEAVOR NATURAL GAS II, LLC	10/20/11	10387	104	BRAZOS
AAM2.SUR	ANN ADAMS MELVIN 2H	SURFACE DAMAGES PAYMENT	ESTATE OF MARGARET ANN ADAMS MELVIN	ENERVEST OPERATING, LLC	02/20/12	-	-	BRAZOS
AAM2.ROW	ANN ADAMS MELVIN 2H	SUBSURFACE BORING AGREEMENT - MELVIN 2H	ESTATE OF MARGARET ANN ADAMS MELVIN	ENERVEST OPERATING, LLC	06/14/12	-	-	BRAZOS
LL1.WATER	LOTT-LEE 1H	RECEIPT AND RELEASE - TEMPORARY WATER LINE (EXPIRED)	ROGER ADAMS	ENDEAVOR NATURAL GAS II, LLC	10/19/11	-	-	BRAZOS
LL1.ROW1	LOTT-LEE 1H	GAS LINE RIGHT OF WAY AGREEMENT	GEORGE A. RICHARDSON	ENDEAVOR NATURAL GAS II, LLC	10/04/11	10495	89	BRAZOS
LL1.ROW2	LOTT-LEE 1H	EASEMENT	JOE M. ORTA	ENDEAVOR NATURAL GAS II, LLC	07/13/11	-	-	BRAZOS
LL1.ROW3	LOTT-LEE 1H	EASEMENT	MATEO ORTA	ENDEAVOR NATURAL GAS II, LLC	07/13/11	-	-	BRAZOS
LL1.ROW4	LOTT-LEE 1H	RECEIPT AND RELEASE	MATEO ORTA AND JOE M. ORTA	ENDEAVOR NATURAL GAS II, LLC	07/23/11	-	-	BRAZOS
LW1.ROW	LOTT-WILSON 1H	PIPELINE RIGHT OF WAY AGREEMENT	JAMES D. WILSON, JR., INDIV. AND TTEE	ENERVEST OPERATING, LLC	11/30/12	11187	293	BRAZOS
LW1.SUR	LOTT-WILSON 1H	SURFACE USE AND SUBSURFACE EASEMENT AGREEMENT	GARY L. AND NATALIE R. DOUCETTE	ENERVEST OPERATING, LLC	07/10/12	-	-	BRAZOS
TBL1.SUR	TB LYNE 1H	SURFACE DAMAGES AND RELEASE	THOMAS BARRET LYNE, JR.	ENERVEST OPERATING, LLC	04/24/12	-	-	BRAZOS
TBL1.WATER	TB LYNE 1H	LETTER AGREEMENT - WATER RECYCLING PROJECT	ENERVEST OPERATING, LLC	THOMAS BARRET LYNE, JR.	10/17/12	-	-	BRAZOS
WP1.WATER	WILSON-PAYNE 1H	LETTER AGREEMENT (EXPIRED)	JERRY E. WALL, ET UX	ENERVEST OPERATING, LLC	01/11/13	-	-	BRAZOS
WP1.SUR.1A	WILSON-PAYNE 1H	LETTER AGREEMENT	JAMES D. WILSON, JR.	ENERVEST OPERATING, LLC	11/30/12	-	-	BRAZOS
WP1.SUR.1B	WILSON-PAYNE 1H	AMENDMENT TO LETTER AGREEMENT	JAMES D. WILSON, JR.	ENERVEST OPERATING, LLC	12/07/12	-	-	BRAZOS
S1.SUR1	STRAKE 1H	LETTER AGREEMENT	TEX BAR RANCH, LTD.	ENERVEST OPERATING, LLC	10/26/12	-	-	GRIMES
S1.SUR2	STRAKE 1H	SURFACE DAMAGES AND RELEASE AGREEMENT	TEX BAR RANCH, LTD.	ENERVEST OPERATING, LLC	03/12/13	-	-	GRIMES
TBR1.SUR	TEX BAR RANCH LTD 1H	SURFACE DAMAGES AND RELEASE AGREEMENT	TEX BAR RANCH, LTD.	MARLIN PRODUCTION COMPANY, LP	10/30/12	-	-	GRIMES
B1.WATER	BARRETT 1H	WATER PURCHASE AGREEMENT (EXPIRED)	URSULA LUSK INVESTMENTS, LTD.	ENDEAVOR NATURAL GAS II, LLC	06/17/11	-	-	MADISON
B1.ROW1	BARRETT 1H	TEMPORARY PIPELINE EASEMENT	ANNIE C. RASCO	ENDEAVOR NATURAL GAS II, LLC	06/13/11	-	-	MADISON
B1.ROW2	BARRETT 1H	PIPELINE RIGHT OF WAY AGREEMENT	BARBARA L. WILSON	ENDEAVOR NATURAL GAS II, LLC	08/17/11	1104	294	MADISON
B1.ROW3	BARRETT 1H	PIPELINE RIGHT OF WAY AGREEMENT	TRAVIS F. HIBBETTS, JR.	ENDEAVOR NATURAL GAS II, LLC	08/17/11	1104	287	MADISON
B1.ROW4	BARRETT 1H	RIGHT OF WAY RECEIPT AND RELEASE	JAMES AND MILDRED GASKIN	ENDEAVOR NATURAL GAS II, LLC	04/05/11	-	-	MADISON
B1.SUR	BARRETT 1H	SURFACE DAMAGES AND RELEASE	ANNIE LORENE GUSTINE ESTATE	ENDEAVOR NATURAL GAS II, LLC	11/15/11	-	-	MADISON
B1.ROWS	BARRETT 1H	ROAD MAINTENANCE AGREEMENT - BARRETT 1H LEASE ROAD	ENERVEST OPERATING, LLC	WOODBINE ACQUISITION, LLC	4/1/2013	-	-	MADISON
BM1.SUR	BARRETT-MARKS 1H	SURFACE DAMAGES ACKNOWLEDGEMENT	ENNIS MARIE BARRETT FAMILY TRUST	ENERVEST OPERATING, LLC	02/05/13	-	-	MADISON
EB.ROW	ELLWOOD BARRETT	GATHERING PIPELINES APPROVAL	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS EXPL & PROD, LLC	08/02/11	-	-	MADISON
EB.SUR	ELLWOOD BARRETT	SURFACE DAMAGES AGREEMENT	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS EXPL & PROD, LLC	05/01/11	-	-	MADISON
EB.WATER	ELLWOOD BARRETT	SURFACE DAMAGES AND RELEASE - WATER TANK	ENNIS MARIE BARRETT FAMILY TRUST	ENERVEST OPERATING, LLC	06/18/13	-	-	MADISON
G1.SUR	GALL 1H	SURFACE USE AND SUBSURFACE EASEMENT AGREEMENT	ENERVEST OPERATING, LLC	ENERVEST OPERATING, LLC	02/01/13	-	-	MADISON
HP1.SUR	HOWARD-PIERCE 1H	SURFACE DAMAGES AND RELEASE	JAKE COLE HOWARD, INDIV. AND TTEE	ENERVEST OPERATING, LLC	05/30/12	-	-	MADISON
LH1.SUR	LONG HOLLOW 1 RE	SURFACE DAMAGES AND RELEASE	JAKE COLE HOWARD, INDIV. AND TTEE	ENERVEST OPERATING, LLC	12/07/12	-	-	MADISON
WH1.SUR1	WATSON HOWARD 1H	LETTER AGREEMENT	JOHN P. WATSON, ET UX	ENERVEST OPERATING, LLC	01/15/13	-	-	MADISON
WH1.SUR2	WATSON HOWARD 1H	SURFACE USE AND SUBSURFACE EASEMENT AGREEMENT	JOHN P. WATSON, ET UX	ENERVEST OPERATING, LLC	01/15/13	-	-	MADISON

Part II. Applicable Contracts

Ref No.	Property	Contract Type	Parties		Contract Date	Book	Page	County
			By	Between				
JDA6	ANN ADAMS MELVIN	JDA (INACTIVE - AAM1 ASGMTg, ASGMTS)	ENDEAVOR NATURAL GAS II, LLC	PETRO TEXAS, LLC	11/02/10	-	-	BRAZOS
AAM1 PA1	ANN ADAMS MELVIN	PARTICIPATION AGREEMENT	PETRO TEXAS, LLC	ENDEAVOR NATURAL GAS II, LLC	11/02/10	-	-	BRAZOS
AAM1.ASGM1	ANN ADAMS MELVIN 1H	ASSIGNMENT OF WELL BORE INTEREST	PETRO TEXAS, LLC	CLINT SEIDEL	01/28/11	10056	23	BRAZOS

A True and Correct
 Copy of Original
 Filed in Madison
 County Clerk's Office

Doc 84534
 Rk DR
 Vol 1304
 Pg 94

Ref No.	Property	Contract Type	Parties		Contract Date	Book	Page	County
			By	Between				
AAM1.ASGMT2	ANN ADAMS MELVIN 1H	STIPULATION OF INTEREST	PETRO TEXAS, LLC	CLINT SEIDEL	01/28/11	10171	92	BRAZOS
AAM1.ASGMT3	ANN ADAMS MELVIN 1H	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	10056	154	BRAZOS
AAM1.ASGMT4	ANN ADAMS MELVIN 1H	CONVEYANCE	PETRO TEXAS, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	10554	138	BRAZOS
AAM1.ASGMT5	ANN ADAMS MELVIN 1H	CONVEYANCE	CLINTON SEIDEL	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	10554	109	BRAZOS
AAM1.LA1	ANN ADAMS MELVIN 1H	AGREEMENT REGARDING LESSOR'S ROYALTY	ENDEAVOR NATURAL GAS II, LLC	ANN ADAMS MELVIN ESTATE	01/26/11	10030	127	BRAZOS
AAM1.DOU	ANN ADAMS MELVIN 1H	DECLARATION OF UNIT	ENDEAVOR NATURAL GAS II, LLC	-	02/16/11	10056	157	BRAZOS
AAM2.LA1	ANN ADAMS MELVIN 2H	LETTER OF INTENT	UNIT PETROLEUM COMPANY, ET AL	ENDEAVOR NATURAL GAS II, LLC	01/23/12	-	-	BRAZOS
AAM2.ASGMT1	ANN ADAMS MELVIN 2H	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	01/25/12	10510	74	BRAZOS
AAM2.LA2	ANN ADAMS MELVIN 2H	CONSENT TO POOL	ENERVEST OPERATING, LLC	ANN ADAMS MELVIN ESTATE	02/03/12	-	-	BRAZOS
AAM2.LA3	ANN ADAMS MELVIN 2H	LETTER AGREEMENT	ENERVEST OPERATING, LLC	ANN ADAMS MELVIN ESTATE	02/07/12	-	-	BRAZOS
AAM2.DOU	ANN ADAMS MELVIN 2H	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	03/22/12	10618	61	BRAZOS
IOA1	LOTT-LEE	JOINT OPERATING AGREEMENT	ENDEAVOR NATURAL GAS II, LLC	WOODBINE ACQUISITION, LLC	05/12/11	-	-	BRAZOS
LW1.ASGMT1	LOTT-WILSON 1H	PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE	FOREST OIL CORPORATION	EV ENERGY INSTIT. FUND XII-A, ET AL	09/01/12	10956	178	BRAZOS
LW1.FO1	LOTT-WILSON 1H	FARMOUT AGREEMENT	VOC BRAZOS ENERGY PARTNERS, LP	EV ENERGY INSTIT. FUND XII-A, ET AL	10/03/12	-	-	BRAZOS
IOA2	LOTT-WILSON 1H	JOINT OPERATING AGREEMENT	ENERVEST OPERATING, LLC	WOODBINE ACQUISITION, LLC	07/01/12	-	-	BRAZOS
LW1.DOU	LOTT-WILSON 1H	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	10/01/12	10976	49	BRAZOS
MA1.LA1	MARTIN ANTHONY	LETTER OF INTENT	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	08/02/11	-	-	BRAZOS
MA1.ASGMT1	MARTIN ANTHONY	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	08/16/11	10326	210	BRAZOS
WP1.LA1	WILSON-PAYNE	LETTER AGREEMENT	FOREST OIL CORPORATION	ENERVEST OPERATING, LLC	11/15/12	-	-	BRAZOS
WP1.LA2	WILSON-PAYNE	LETTER AGREEMENT	VOC BRAZOS ENERGY PARTNERS, LP	ENERVEST OPERATING, LLC	11/15/12	-	-	BRAZOS
WP1.ASGMT1	WILSON-PAYNE	PARTIAL ASSIGNMENT	JAYSIMS ENERGY, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	01/01/13	11146	192	BRAZOS
JOA3	WILSON-PAYNE	JOINT OPERATING AGREEMENT	ENERVEST OPERATING, LLC	VOC BRAZOS ENERGY PARTNERS, LP	08/01/12	-	-	BRAZOS
WP1.DOU	WILSON-PAYNE	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	01/01/13	11146	179	BRAZOS
S1.ASGMT1	STRAKE 1H	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	1454	227	GRIMES
S1.ASGMT2	STRAKE 1H	ASSIGNMENT OF OIL, GAS AND MINERAL LEASES	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	EV ENERGY INSTIT. FUND XII-A, ET AL	06/06/12	1468	825	GRIMES
S1.ASGMT3	STRAKE 1H	ASSIGNMENT OF OIL AND GAS LEASE	FRONTIER MINERALS, LC	EV ENERGY INSTIT. FUND XII-A, ET AL	03/01/13	1266	219	MADISON
S1.DOU	STRAKE 1H	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	05/01/13	1462	481	GRIMES
TBR1.PA1	TEX BAR RANCH LTD	PARTICIPATION AGREEMENT	MARLIN RESOURCES, LLC	ENERVEST OPERATING, LLC	08/15/12	-	-	GRIMES
JOA4.1	TEX BAR RANCH LTD	JOINT OPERATING AGREEMENT	MARLIN RESOURCES, LLC	ENERVEST OPERATING, LLC	08/15/12	-	-	GRIMES
JOA4.2	TEX BAR RANCH LTD	LETTER AGREEMENT - AMENDMENT OF JOA	ENERVEST OPERATING, LLC	MARLIN RESOURCES, LLC	03/01/13	-	-	GRIMES
TBR1.DOU	TEX BAR RANCH LTD	DECLARATION OF UNIT	MARLIN RESOURCES, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	02/01/13	1451	735	GRIMES
JOA7	BARRETT 1H	JOINT OPERATING AGREEMENT (INACTIVE - B1.ASGMT4)	ENDEAVOR NATURAL GAS II, LLC	CALBRI ENERGY	05/01/11	-	-	MADISON
B1.ASGMT1	BARRETT 1H	ASSIGNMENT OF OIL AND GAS LEASES	ENDEAVOR NATURAL GAS II, LLC	CALBRI ENERGY	11/09/11	1120	36	MADISON
B1.ASGMT2	BARRETT 1H	ASSIGNMENT OF OIL AND GAS LEASES	JOHN C. CLARK	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1083	333	MADISON
B1.ASGMT3	BARRETT 1H	ASSIGNMENT OF OIL AND GAS LEASES	JOHN C. CLARK	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1112	233	MADISON
B1.ASGMT4	BARRETT 1H	CONVEYANCE	CALBRI ENERGY, INC.	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	1143	231	MADISON
B1.DOU.1A	BARRETT 1H	DECLARATION OF UNIT	ENDEAVOR NATURAL GAS II, LLC	-	05/01/11	1101	268	MADISON
B1.DOU.1B	BARRETT 1H	AMENDMENT TO UNIT DESIGNATION	ENDEAVOR NATURAL GAS II, LLC	-	05/01/11	1119	331	MADISON
BM1.SUBLEASE.1A	BARRETT-MARKS 1H	SUBLEASE AGREEMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	11/30/11	-	-	MADISON
BM1.ASGMT1	BARRETT-MARKS 1H	PARTIAL ASSIGNMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	12/01/11	1135	340	MADISON
BM1.SUBLEASE.1B	BARRETT-MARKS 1H	AMENDMENT TO SUBLEASE AGREEMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	04/20/12	-	-	MADISON
BM1.SUBLEASE.1C	BARRETT-MARKS 1H	AMENDMENT TO SUBLEASE AGREEMENT	MANTI EQUITY PARTNERS, LP	ENERVEST OPERATING, LLC	02/12/13	-	-	MADISON
BM1.DOU	BARRETT-MARKS 1H	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	11/01/12	1219	1	MADISON
EB.LA1	ELLWOOD BARRETT	LIQUIDATED DAMAGES AGREEMENT	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS E&P, LLC	05/01/11	-	-	MADISON
EB.SUBLEASE	ELLWOOD BARRETT	SUBLEASE AGREEMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	04/01/11	-	-	MADISON
EB.ASGMT1	ELLWOOD BARRETT	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	04/18/11	1099	22	MADISON
EB.ASGMT2	ELLWOOD BARRETT	ASSIGNMENT OF OVERRIDING ROYALTY INTEREST	FAIRWAYS E&P, LLC	ELLWOOD T. BARRETT II	05/20/11	1161	122	MADISON
EB.ASGMT3	ELLWOOD BARRETT	ASSIGNMENT OF OVERRIDING ROYALTY INTEREST	FAIRWAYS E&P, LLC	ELLWOOD T. BARRETT	05/20/11	1161	125	MADISON
EB.DOU.1A	ELLWOOD BARRETT	DECLARATION OF UNIT	FAIRWAYS E&P, LLC	-	05/20/11	1120	151	MADISON
EB.DOU.1B	ELLWOOD BARRETT	DECLARATION OF UNIT	FAIRWAYS E&P, LLC	-	05/20/11	1120	166	MADISON
G1.LA	GALL 1H	CONSENT TO POOL	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	WOODWAY FINANCIAL ADVISORS, TTEE, ET	03/01/13	1264	251	MADISON
JOA5	GALL 1H	JOINT OPERATING AGREEMENT	ENERVEST OPERATING, LLC	ENERGY & EXPLORATION PTRNS, LP	02/01/13	-	-	MADISON
G1.DOU	GALL 1H	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	03/01/13	1251	150	MADISON
JOA8	SULLY 1H	JOINT OPERATING AGREEMENT	EOG RESOURCES, INC.	ENERVEST OPERATING, LLC	09/01/13	-	-	MADISON
WH1.DOU	WATSON-HOWARD 1H	DECLARATION OF UNIT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	-	02/01/13	1241	74	MADISON
GEN.ASGMT.1A	-	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	1403	577	GRIMES
GEN.ASGMT.1B	-	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	10497	111	BRAZOS
GEN.ASGMT.1C	-	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	1131	96	MADISON

Ref No.	Property	Contract Type	Parties		Contract Date	Book	Page	County
			By	Between				
GEN ABOS.1A	-	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	1405	394	GRIMES
GEN ABOS.1B	-	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	10519	28	BRAZOS
GEN ABOS.1C	-	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	1135	6	MADISON
GEN ABOS.2	-	CONVEYANCE	WEBER ENERGY CORPORATION	EV ENERGY INSTIT. FUND XII-A, ET AL	03/28/12	1152	1	MADISON
GEN ABOS.3	-	ASSIGNMENT AND BILL OF SALE	FAIRWAYS E&P, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	05/01/12	1162	132	MADISON
EOG ASGMT	-	PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	EOG RESOURCES, INC.	08/01/12	-	-	MADISON
GULF BEND 1	-	OFFER TO PURCHASE	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	GULF BEND RESOURCES, LLC	12/18/12	-	-	MADISON
GULF BEND 2	-	LETTER AGREEMENT	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	GULF BEND RESOURCES, LLC	01/02/13	-	-	MADISON
GULF BEND 3	-	ASSIGNMENT WITH RESERVATION	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	GULF BEND RESOURCES, LLC	01/01/13	1230	10	MADISON
GULF BEND 4	-	PARTIAL RELEASE OF LIEN	WELLS FARGO BANK	-	02/12/13	1237	66	MADISON
EXCLA1	-	LETTER OF INTENT	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	09/13/11	-	-	MADISON
EXCASGMT1	-	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	09/21/11	1112	70	MADISON
EXCASGMT2	-	ASSIGNMENT OF OIL AND GAS LEASES	ENDEAVOR NATURAL GAS, LP	ENDEAVOR NATURAL GAS II, LLC	11/10/11	1119	334	MADISON
EXCASGMT	-	EXCHANGE AGREEMENT	WOODBINE ACQUISITION, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	08/31/12	-	-	MADISON
EXCASGMT3	-	ASSIGNMENT OF OIL AND GAS LEASES	WOODBINE ACQUISITION, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	08/01/12	1200	95	MADISON
EXCASGMT4	-	ASSIGNMENT OF OIL AND GAS LEASES	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	EV ENERGY INSTIT. FUND XII-A, ET AL	06/08/12	1200	90	MADISON
EXCASGMT5	-	ASSIGNMENT OF OIL AND GAS LEASES	EV ENERGY INSTIT. FUND XII-A, LP, ET AL	WOODBINE ACQUISITION, LLC	08/01/12	1240	202	MADISON
9258-100	-	GAS PURCHASE CONTRACT	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	08/01/11	-	-	ALL
9258-103	-	ITC TO GAS PURCHASE CONTRACT	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	11/01/12	-	-	ALL
9258-103 VILA.1	-	AMENDED AND RESTATED VOLUME INDEMNITY LA	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	01/03/13	-	-	ALL
9258-103 VILA.2	-	SECOND AMENDED AND RESTATED VOLUME INDEMNITY LA	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	10/29/13	-	-	ALL
9167-100	-	GAS PURCHASE AND GAS PROCESSING CONTRACT	ETC TEXAS PIPELINE, LTD.	UPSTREAM ENERGY SERVICES, LP	08/01/11	-	-	MADISON
9167-102	-	ITC TO GAS PURCHASE CONTRACT	UPSTREAM ENERGY SERVICES, LP	ETC TEXAS PIPELINE, LTD.	08/01/11	-	-	MADISON
CA	-	COMMITMENT AGREEMENT	UPSTREAM ENERGY SERVICES, LP	FAIRWAYS E&P, LLC	08/01/11	-	-	MADISON
MARK SA	-	NATURAL GAS MARKETING, TRANS. & PROCESSING AGENCY AGMT	UPSTREAM ENERGY SERVICES, LP	FAIRWAYS E&P, LLC	09/01/11	-	-	MADISON
GLA	-	BASE GAS LIFT AGREEMENT	ETC TEXAS PIPELINE, LTD.	FAIRWAYS E&P, LLC	07/21/11	-	-	MADISON
40725	-	GAS PURCHASE AND MARKETING AGREEMENT	NAVASOTA PIPELINE COMPANY, LLC	ENDEAVOR NATURAL GAS, LP	07/01/11	-	-	MADISON
511791.1A	-	CRUDE OIL PURCHASE AGREEMENT	SUNOCO PARTNERS MKTG. & TERMINALS LP	ENERVEST OPERATING, LLC	03/01/11	-	-	ALL
511791.1B	-	AMENDMENT TO CRUDE OIL PURCHASE AGREEMENT	SUNOCO PARTNERS MKTG. & TERMINALS LP	ENERVEST OPERATING, LLC	04/01/12	-	-	ALL
511791.1C	-	AMENDMENT TO CRUDE OIL PURCHASE AGREEMENT	SUNOCO PARTNERS MKTG. & TERMINALS LP	ENERVEST OPERATING, LLC	04/01/13	-	-	ALL
4646	ANN ADAMS MELVIN 2H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	BRAZOS
14256	BARRETT 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	07/18/12	-	-	MADISON
2111967	BARRETT-MARKS 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	12/04/12	-	-	MADISON
232866	ELLWOOD BARRETT 3H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	12/04/12	-	-	MADISON
118927-14703	GALL 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	MADISON
62832-249306	LONG HOLLOW 1 RE	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	05/30/13	-	-	MADISON
14301	LOTT-WILSON 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	10/16/12	-	-	BRAZOS
201245	TB LYNE 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	BRAZOS
60446	STRAKE 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	03/20/13	-	-	GRIMES
902877	TEX BAR RANCH LTD 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	01/11/13	-	-	GRIMES
93893	WATSON-HOWARD 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	MADISON
231075	WILSON-PAYNE 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	01/16/13	-	-	BRAZOS

End of Exhibit C

A True and Correct
Copy of Original
Filed in Madison
County Clerk's Office

STATE OF TEXAS
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 84534

Amount: 117.00

Receipt Number: 14288

Vol: 1304 Page: 72

Recorded: Dec 20, 2013 at 01:51P

By,
Julia Arizpe, Deputy

Philip Abdou
201 S Heights Blvd #1912
Houston, Tx 77007

STATE OF TEXAS
COUNTY OF MADISON
I, Charlotte Barrett, County Clerk of Madison County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record and as same appears on record in Official Records Record Vol. 1304, Page(s) 72-97 in Madison County, Texas.

Given under my hand and seal of office on this day of January 31, 2014

By Adrian Lawson, Deputy

ADRIAN LAWSON



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

STATE OF TEXAS

COUNTIES OF BRAZOS, GRIMES AND MADISON

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of September 1, 2013, at 12:01 a.m. Houston, Texas time (the "Effective Time"), is by and among EnerVest Energy Institutional Fund XII-A, L.P., EnerVest Energy Institutional Fund XII-WIB, L.P. and EnerVest Institutional Fund XII-WIC, L.P. (together "Assignors" and each individually, "Assignor"), and Vess Texas Partners II, LLC, with offices located at 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201, and VOC Brazos Energy Partners II, L.P., with offices located at 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201 (together "Assignees" and each individually, "Assignee"). Assignors and Assignees are referred to herein, collectively, as the "Parties" and, individually, as a "Party". Capitalized terms used in this Assignment but not otherwise defined herein, shall have the meanings set forth in Section 4.1 hereof.

WHEREAS, Assignors and Assignees entered into that certain Purchase and Sale Agreement dated November 19, 2013 (as the same may be amended in writing from time to time by the Parties, the "Purchase Agreement"); and

WHEREAS, subject to the terms and upon the conditions of the Purchase Agreement, Assignors are obligated at Closing to assign to Assignees, and Assignees are obligated at Closing to receive from Assignors, all of Assignors' right, title and interest in and to the assets described below in accordance with the terms hereof and those of the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignees hereby agree as follows:

**ARTICLE 1
ASSIGNMENT**

1.1 Assignment. Subject to the terms and upon the conditions of this Assignment, Assignors hereby SELL, ASSIGN, TRANSFER, GRANT, BARGAIN, SET OVER, DELIVER AND CONVEY to Assignees, the undivided interests set forth opposite their names below:

<u>Assignees</u>	<u>Undivided Interest</u>
Vess Texas Partners II, LLC	20%
VOC Brazos Energy Partners II, L.P.	80%

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *[Signature]*



[Signature]

County Clerk
Brazos County, Texas



and Assignees hereby acquire in the undivided interests set forth above, all of Assignors' right, title, and interest in and to the following assets (such interests and properties described in this Section 1.1, but specifically excluding the Excluded Assets, are collectively referred to herein as the "Assets"):

(a) (1) those oil, gas and mineral leases and fee mineral interests described in Exhibit A hereto (collectively, the "Leases"), including all leasehold estates, royalty interests, overriding royalty interests, net profits interests, production payments or similar interests associated with such oil, gas and mineral leases and fee mineral interests and (2) the lands covered by the Leases and all lands pooled or unitized with the lands covered by the Leases (collectively, the "Lands");

(b) the Hydrocarbons under the Lands and that may be produced, saved or sold from, or otherwise be allocated or attributed to, the Lands on or after the Effective Time;

(c) the oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily or permanently abandoned, including those described in Exhibit B hereto (the "Wells" and, together with the Leases and Lands, the "Properties");

(d) all equipment, machinery, fixtures and other tangible personal property and improvements located on the Lands or primarily used or primarily held for use (whether on or off the Lands) in connection with the operation of the Properties or the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons attributable thereto, including any tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, roads, inventory and other appurtenances, improvements and facilities (all of the foregoing, excluding the Wells, collectively, "Equipment");

(e) all surface leases, permits, rights-of-way, licenses, easements and other surface rights agreements primarily used or held for use in connection with the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons or produced water from the Properties, including those described in Exhibit C - Part I hereto, excluding any such surface leases, permits, rights of way, licenses and surface rights agreements that are not assignable, as reflected in Exhibit C - Part I hereto (collectively, the "Surface Contracts");

(f) all existing and effective Applicable Contracts, including purchase contracts, joint operating agreements, exploration agreements, development agreements, unitization agreements, unit operating agreements, balancing agreements, farm-out agreements, service agreements, transportation, processing, treatment or gathering agreements, equipment leases and other contracts, agreements and instruments, as set forth in Exhibit C - Part II hereto, but excluding any such Applicable Contracts that are not assignable, as reflected in Exhibit C - Part II; and

(g) originals (to the extent in Assignors' possession) and electronic copies (to the extent available in Assignors' servers and networks) of all files, records, and data relating to the Assets described in clauses (a) through (f) above, which records shall

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *[Signature]*



[Signature]
County Clerk
Brazos County, Texas



include: lease records; well records; division order records; well files; title records (including abstracts of title, title opinions and memoranda, and title curative documents); engineering records; geological and geophysical data (including schematics, proprietary 2D and 3D seismic data and/or assignable seismic data licenses in the possession of Assignors) and all technical evaluations, interpretive data and technical data and information relating to the other Assets; maps; production records; electric logs; core data; pressure data; decline curves and graphical production curves; reserve reports; appraisals, joint interest billing decks and other partner details, lease operating statements and Asset Tax records; *provided, however*, that (1) those items referenced above in this sub-section (g) that are subject to a valid legal privilege or to disclosure restrictions owing by any Assignor to a Third Party, (2) those items referenced above in this sub-section (g) that are not transferable without payment of additional consideration (and Assignees have not agreed in writing to pay such additional consideration), and (3) all e-mails and other electronic files on any of Assignors' servers and networks relating to the foregoing items referenced in this sub-section (g) in each case, shall be excluded (the foregoing items, taking into account the exclusions listed above, collectively, the "**Records**"); and *provided further*, that Assignors may retain copies of all e-mails and other electronic files on any of Assignor's servers and networks relating to the foregoing items referenced in this sub-section (g).

1.2 Excluded Assets and Reservations. The Assets shall not include, and Assignors hereby reserve and retain, the Excluded Assets together with all obligations and liabilities associated therewith.

TO HAVE AND TO HOLD the Assets unto Assignees and their successors and assigns forever, subject, however, to all of the terms and conditions of this Assignment.

**ARTICLE 2
SPECIAL WARRANTY OF TITLE; DISCLAIMERS**

2.1 Special Warranty of Title. ASSIGNORS WARRANT TO ASSIGNEES DEFENSIBLE TITLE TO THE LEASES AND THE WELLS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNORS, BUT NOT OTHERWISE, SUBJECT, HOWEVER, TO THE PERMITTED ENCUMBRANCES AND TO THE LIMITATIONS SET FORTH IN SECTION 2.2 HEREOF.

2.2 Subrogation. Assignors assign and grant to Assignees all rights, claims and causes of action under title or other warranties given or made by Assignors' predecessors in interest (other than any Affiliates of Assignor) with respect to the Assets, and Assignees are specifically subrogated to all rights which Assignors may have against such predecessors in interest with respect to the Assets, to the extent Assignors may legally transfer such rights and grant such subrogation.

2.3 DISCLAIMERS.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *APB*



Karen McQueen

County Clerk
Brazos County, Texas



CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, NEITHER ASSIGNORS NOR ANY OTHER PERSON MAKES (AND ASSIGNEES ARE NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY ASSET) OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, AND ASSIGNORS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) OR OTHER UNDERTAKINGS NOT CONTAINED IN THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, WHETHER MADE BY ASSIGNORS, ANY AFFILIATE OF ASSIGNORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONSULTANTS OR OTHER REPRESENTATIVES.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, ASSIGNORS DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO ASSIGNEES OR ANY OF THEIR AFFILIATES OR ITS OR THEIR REPRESENTATIVES, INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO ASSIGNEES BY ANY REPRESENTATIVE OF ASSIGNORS OR ANY OF THEIR AFFILIATES.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNORS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO (1) ASSIGNORS' TITLE TO ANY OF THE ASSETS, (2) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING OR OTHER CONSULTANT, ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, OR ANY OTHER TECHNICAL, FINANCIAL, COMMERCIAL OR OTHER ANALYSIS OR EVALUATION RELATING TO THE ASSETS, (3) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (4) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR PAST, PRESENT OR FUTURE REVENUES OR PROFITS GENERATED BY THE ASSETS, (5) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION FROM

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *[Signature]*

Karen McQueen

County Clerk
Brazos County, Texas



THE ASSETS HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, (6) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS OR (7) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN OR THAT MAY BE MADE AVAILABLE OR COMMUNICATED TO ASSIGNEES OR THEIR AFFILIATES, OR ITS OR THEIR REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO.

(d) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 6 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNORS AT CLOSING PURSUANT TO SECTION 12.3(f) OF THE PURCHASE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1 HEREOF, ASSIGNORS FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF OR RELATING TO THE ASSETS, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEES SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS AND THAT ASSIGNEES HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEES DEEM APPROPRIATE.

(e) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 7 OF THE PURCHASE AGREEMENT AND THE AFFIRMATIONS OF SUCH REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CERTIFICATE TO BE DELIVERED BY ASSIGNEES AT CLOSING PURSUANT TO SECTION 12.3(c) OF THE PURCHASE AGREEMENT, NEITHER ASSIGNEES NOR ANY AFFILIATE OF ASSIGNEES MAKES (AND ASSIGNORS ARE NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, AND ASSIGNEES DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) OR OTHER UNDERTAKINGS NOT CONTAINED IN THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, WHETHER MADE BY ASSIGNEES, ANY AFFILIATE OF ASSIGNEES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONSULTANTS OR OTHER REPRESENTATIVES.

**ARTICLE 3
ASSUMED LIABILITIES**

3.1 Assumed Liabilities. Without limiting Assignees' rights to defense and indemnity and to be held harmless under Article 14 of the Purchase Agreement, and subject to the other limitations set forth in the Purchase Agreement, effective as of the Effective Time, each

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 JPB



Karen McQueen

County Clerk
Brazos County, Texas



Assignee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Liabilities relating to the Assets.

**ARTICLE 4
DEFINED TERMS**

4.1 Defined Terms. Capitalized terms used herein and not otherwise defined in this Section 4.1 or otherwise throughout this Assignment shall have the meanings given such terms in the Purchase Agreement. The following terms, as used herein, shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For purposes of the immediately preceding sentence, the term **"control"** (including, with correlative meanings, the terms **"controlling," "controlled by"** and **"under common control with"**), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Applicable Contracts" means those Contracts to which Assignors are a party or are bound and that will be binding on Assignees or any of the Assets following Closing; *provided, however,* that such Contracts shall be considered **"Applicable Contracts"** to the extent, and only to the extent, such Contracts relate solely to the Assets. For the avoidance of doubt, no Excluded Asset shall be an **"Applicable Contract"**.

"Assumed Liabilities" has the meaning set forth in the Purchase Agreement.

"Contract" means any written or oral contract or agreement, including farm-in and farm-out agreements; participation, exploration and development agreements; crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements; joint operating agreements; balancing agreements; unitization agreements; unit operating agreements; processing agreements; facilities or equipment leases; and other similar Contracts, but excluding, however, master service agreements and any other blanket contracts, the Surface Contracts, the Leases and any other instrument creating or evidencing any interest in real property included in Assets.

"Control Systems" means equipment, software licenses, communication equipment, computer hardware, computer software, servers, networks, network connections, Distributed Control System (DCS) equipment, Programmable Logic Controllers (PLC) and other associated equipment, to the extent, and only to the extent, the same are used primarily as part of the process control and safety system of the production facilities included in the Assets, including, for the avoidance of doubt, SCADA systems and the supporting equipment required to operate SCADA systems, but excluding any licenses required to be obtained from any Governmental Entity for the operation of any of the foregoing or any software proprietary to any Assignor or its Affiliates being used with the Control Systems.

"Defensible Title" has the meaning set forth in the Purchase Agreement.

"Excluded Assets" means (a) (1) all corporate, financial, income, Tax, legal and other records of Assignors that relate to Assignors' business generally (whether or not relating to the Assets, other than Asset Tax records) and (2) all books, files and other records to the extent

STATE OF TEXAS
COUNTY OF BRAZOS

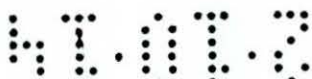
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 APB



Karen McQueen

County Clerk
Brazos County, Texas



relating to the Excluded Assets; (b) all rights to any refunds for Taxes or other costs or expenses borne by Assignors or Assignors' predecessors in interest and attributable to periods prior to the Effective Time in accordance with the principles of Section 9.1 of the Purchase Agreement; (c) all production, trade credits, all accounts, receivables, note receivables, take or pay amounts receivable, other receivables, proceeds, income or revenues, deposits, cash, checks in process of collection, cash equivalents and funds attributable to the Assets with respect to any period of time prior to the Effective Time; (d) any refunds due to Assignors by a Third Party for any overpayment of rentals, royalties, production payments or other amounts attributable to the Assets with respect to any period of time prior to the Effective Time; (e) any causes of action, claims, insurance or condemnation proceeds and other rights (including for indemnification and defense) of Assignors to the extent arising prior to the Effective Time; (f) all of Assignors' motor vehicles, trailers and associated personal property; (g) all of Assignors' radio equipment and associated licenses, other than the Control Systems; (h) all of Assignors' computers, computer hardware, software, servers, networks and network connections and associated information technology equipment, other than the Control Systems; (i) all of Assignors' proprietary technology, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) any geological, geophysical or seismic data, materials or information, including maps, interpretations, records or other technical information related to or based upon any such data, materials or information, and any other asset, data, materials or information, the transfer of which is restricted or prohibited under the terms of any Third Party license, confidentiality agreement or other agreement or the transfer of which would require the payment of a fee or other consideration to any Third Party; *provided, however* that if such data, materials or information is transferable upon payment of a fee or other consideration, such data, materials or information shall be transferred to Assignees subject to the payment by Assignees of such fee or other consideration; and (k) all accounts, proceeds, refunds, income or revenues attributable to insurance premiums with respect to any period of time prior to the Effective Time.

"Governmental Entity" means any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country or any state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any administrative, executive, judicial, legislative, police, regulatory, taxing, importing or other governmental or quasi-governmental authority.

"Hydrocarbons" means oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof.

"Law" means any statute, law, principle of common law, rule, regulation, judgment, order, ordinance, requirement, code, writ, injunction, or decree of any Governmental Entity.

"Permitted Encumbrances" has the meaning set forth in the Purchase Agreement.

"Person" means any individual or entity, including any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, unincorporated organization or Governmental Entity.

"Purchase Price" has the meaning set forth in the Purchase Agreement.

"Third Party" means any Person other than the Parties and their respective Affiliates.

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *APB*



Karen McQueen
County Clerk
Brazos County, Texas



**ARTICLE 5
MISCELLANEOUS**

5.1 Purchase Agreement. This Assignment is made and accepted subject to all of the terms, provisions and conditions of the Purchase Agreement. In the event of a conflict between the terms, provisions and conditions of this Assignment and the terms, provisions and conditions of the Purchase Agreement and including as to any matter which is addressed in the Purchase Agreement and not in this Assignment, the terms, provisions and conditions of the Purchase Agreement shall take precedence.

5.2 Further Assurances. Each Party hereby agrees to execute, acknowledge and deliver to the other Party, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively carry out this Assignment and the transactions contemplated hereby.

5.3 State of Texas – General Land Office Forms. Assignors and Assignees may execute separate governmental form assignments of the Assets, if required by applicable Law, on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignors or Assignees and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

5.4 Recording. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county in which the respective Asset is located.

5.5 Exhibits. All Exhibits attached to this Assignment are incorporated herein by reference and shall constitute a part of this Assignment.

5.6 Amendments. This Assignment may not be amended except by an instrument expressly modifying this Assignment signed by each of the Parties. No waiver by either Party of any breach of any provision of this Assignment shall be binding unless made expressly in writing. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision hereof (regardless of whether similar), and no such waiver shall constitute a continuing waiver unless expressly so provided. Delay in the exercise, or non-exercise, of any such right is not a waiver of that right.

5.7 Counterpart Signatures. This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of the Assets located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded. A complete copy of this Assignment, including all of the Exhibits, may be found at the offices of Assignees as set forth in the preamble hereto.

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 [Signature]



[Signature]

County Clerk
Brazos County, Texas



5.8 Severability. The provisions of this Assignment will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided, however*, that if any provision of this Assignment, as applied to either Assignors or Assignees or to any circumstance contemplated by this Assignment, is adjudged by a court of competent jurisdiction, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the court of competent jurisdiction, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its revised form, such provision will then be enforceable and will be enforced.

5.9 Benefit. This Assignment is solely for the benefit of, and shall be binding upon and inure to the benefit of, the Parties and their respective successors and permitted assigns, and this Assignment shall not, except for such successors and assigns, be deemed to confer upon or give to any other Person any remedy, claim or other right.

5.10 Governing Law. THIS ASSIGNMENT, ALL ISSUES ARISING HEREUNDER, ALL TRANSACTIONS CONTEMPLATED HEREBY AND ANY ARBITRATION OR EXPERT DISPUTE RESOLUTION PROCEDURE CONDUCTED PURSUANT HERETO SHALL BE CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH, AND EXCLUSIVELY GOVERNED BY, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS OF LAWS OR CHOICE OF LAW PRINCIPLES OR RULES WHICH MAY REFER ANY MATTER TO ANOTHER JURISDICTION FOR RESOLUTION.

5.11 Dispute Resolution. Section 15.12 of the Purchase Agreement is hereby incorporated in this Section 5.11 by reference, as if its provisions were fully set forth herein. The term, "**Dispute**", as used in this Section 5.11, shall mean any dispute, claim or controversy of any kind or nature related to, arising under, or connected with this Assignment (including disputes as to the creation, validity, interpretation, breach or termination of this Assignment).

5.12 Several Obligations. Anything to the contrary notwithstanding, the obligations and liabilities of Assignors and Assignees arising under and in connection with this Assignment, respectively, shall be several and not joint. Accordingly, (a) all representations, warranties, covenants and agreements of Assignees collectively shall be made by each Assignee severally with respect only to its Buyers Participating Interest Share (as defined in the Purchase Agreement); (b) all representations, warranties, covenants and agreements of Assignors collectively shall be made by each Assignor severally with respect only to such Assignor's Sellers Participating Interest Share (as defined in the Purchase Agreement); (c) all representations, warranties, covenants and agreements expressly made by an Assignee with respect to "each Assignee" or "such Assignee" (or words similarly limiting the effect thereof) shall relate only to the business organization of the referenced Assignee and its business organization, separate and apart from the other Assignee and its business organization; and (d) all representations, warranties, covenants and agreements expressly made by an Assignor with respect to "each Assignor" or "such Assignor" (or words similarly limiting the effect thereof) shall relate only to the business organization of the referenced Assignor and its business organization, separate and apart from each other Assignor and its business organization.

[Signature Page Follows.]

STATE OF TEXAS
COUNTY OF BRAZOS

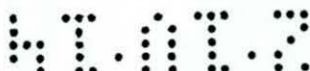
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 APB



Karen McQueen

County Clerk
Brazos County, Texas



This Assignment is executed as of the date of the Parties' acknowledgments set forth on the following pages, but effective for all purposes as of the Effective Time.

ASSIGNORS:

ENERVEST ENERGY INSTITUTIONAL
FUND XII-A, L.P.

By: EnerVest, Ltd.,
its General Partner

By: EnerVest Management GP, L.C.,
its General Partner

By: *[Signature]*
Name: Stephen A. McDaniel
Title: Senior Vice President

ENERVEST ENERGY INSTITUTIONAL
FUND XII-WIB, L.P.

By: EnerVest, Ltd.,
its General Partner

By: EnerVest Management GP, L.C.,
its General Partner

By: *[Signature]*
Name: Stephen A. McDaniel
Title: Senior Vice President

ENERVEST ENERGY INSTITUTIONAL
FUND XII-WIC, L.P.

By: EnerVest Holding, L.L.C.,
its General Partner

By: EnerVest, Ltd.,
its Sole Member

By: EnerVest Management GP, L.C.,
its General Partner

By: *[Signature]*
Name: Stephen A. McDaniel
Title: Senior Vice President

[Signature Page to Assignment, Bill of Sale and Conveyance]

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *[Signature]*



[Signature]
County Clerk
Brazos County, Texas



ASSIGNEES:

VESS TEXAS PARTNERS II, LLC

By: *BN Hill*
Name: Barry N. Hill
Title: President and Chief Executive Officer

VOC BRAZOS ENERGY PARTNERS II, L.P.

By: Vess Texas Partners, II, LLC,
its General Partner
By: *BN Hill*
Name: Barry N. Hill
Title: President and Chief Executive Officer

[Signature Page to Assignment, Bill of Sale and Conveyance]

**STATE OF TEXAS
COUNTY OF BRAZOS**

The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
records of Brazos County, Texas

Thereby certify, on 01-21-14 *APB*



Karen McQueen
County Clerk
Brazos County, Texas

41013

ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Stephen A. McDaniel as Senior Vice President of, and on behalf of, EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as General Partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as General Partner of EnerVest Energy Institutional Fund XII-A, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Stephen A. McDaniel as Senior Vice President of, and on behalf of, EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as General Partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as General Partner of EnerVest Energy Institutional Fund XII-WIB, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 JPB



Karen McQueen
County Clerk
Brazos County, Texas



STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Stephen A. McDaniel as Senior Vice President of, and on behalf of, EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as General Partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as Sole Member of EnerVest Holding, L.L.C., acting in its capacity as General Partner of EnerVest Energy Institutional Fund XII-WIC, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Barry N. Hill as President and Chief Executive Officer of, and on behalf of, Vess Texas Partners, II, LLC, a Kansas limited liability company.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me this 20th day of December, 2013, by Barry N. Hill as President and Chief Executive Officer of, and on behalf of, Vess Texas Partners, II, LLC, acting in its capacity as General Partner of VOC Brazos Energy Partners II, LP, a Delaware limited partnership, on behalf of said limited partnership.



Jane Marie Barrier
Notary Public in and for the State of Texas
Name:
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 ABP



Karen McQueen
County Clerk
Brazos County, Texas



Exhibit A

Attached to and made a part of Assignment, Bill of Sale and Conveyance between
 EnerVest Energy Institutional Fund XII-A, L.P., et al, as Assignor
 and
 Vess Texas Partners II, LLC, et al, as Assignee,
 effective September 1, 2013

Leases

EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-BRA003-001	THOMAS BARRET LYNE, JR.	ENDEAVOR NATURAL GAS II, LLC	09/01/10	9825	254	BRAZOS
TX253-BRA003-002	JERRY L ANTHONY ET UX	ENDEAVOR NATURAL GAS II, LLC	04/13/11	10240	45	BRAZOS
TX253-BRA003-003	THOMAS BARRET LYNE, JR.	ENDEAVOR NATURAL GAS II, LLC	05/18/11	10240	39	BRAZOS
TX253-BRA003-004	ELIZABETH PRINGLE	ENDEAVOR NATURAL GAS II, LLC	05/18/11	10240	35	BRAZOS
TX253-BRA003-005	MICKY SAMUEL MARTIN	UNIT PETROLEUM COMPANY	03/11/10	9552	190	BRAZOS
TX253-BRA004-000	ANN ADAMS MELVIN	ENDEAVOR NATURAL GAS II, LLC	10/15/09	9365	71	BRAZOS
TX253-BRA005-002	MARY LOTT LEE	ENDEAVOR NATURAL GAS II, LLC	11/03/09	9432	46	BRAZOS
TX253-BRA005-003	EMILY JANE LOTT	ENDEAVOR NATURAL GAS II, LLC	11/03/09	9432	44	BRAZOS
TX253-BRA006-000	MICHAEL G HEREFORD	ENDEAVOR NATURAL GAS II, LLC	12/20/09	9628	102	BRAZOS
TX253-BRA007-000	JOLEEN RYCHLIK	ENDEAVOR NATURAL GAS II, LLC	12/10/09	9462	185	BRAZOS
TX253-BRA008-000	LYNDEL N BEENE ET UX	ENDEAVOR NATURAL GAS II, LLC	11/30/09	9628	97	BRAZOS
TX253-BRA009-000	DONALD B BROWNING	ENDEAVOR NATURAL GAS II, LLC	11/30/09	9462	186	BRAZOS
TX253-BRA009-003	HANS ESKELSON ET UX	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	232	BRAZOS
TX253-BRA009-004	CAROLYN GIBBS TRUST	ENDEAVOR NATURAL GAS II, LLC	12/20/09	10103	229	BRAZOS
TX253-BRA009-005	JERRY WALL ET UX	ENDEAVOR NATURAL GAS II, LLC	05/23/11	10240	33	BRAZOS
TX253-BRA009-006	C.L.C. FAMILY LIMITED PARTNERSHIP, LTD.	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	234	BRAZOS
TX253-BRA009-007	JOHN W ALLUMS	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	233	BRAZOS
TX253-BRA009-008	CLAUDENE BREWER	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	228	BRAZOS
TX253-BRA009-009	KAREN S SCHAIBLE	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	227	BRAZOS
TX253-BRA013-000	STATE OF TEXAS	ENDEAVOR NATURAL GAS II, LLC	12/07/10	10019	188	BRAZOS
TX253-BRA016-001	FRANKLIN PATTERSON JR.	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	209	BRAZOS
TX253-BRA016-002	STEVEN D HARPER	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	199	BRAZOS
TX253-BRA016-003	LANCE LINDSEY	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	195	BRAZOS
TX253-BRA016-004	EARL MILLHOLLON	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	201	BRAZOS
TX253-BRA016-005	RITA C SHERMAN	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	207	BRAZOS
TX253-BRA016-006	DON W SHERMAN	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	205	BRAZOS
TX253-BRA016-007	JOHN B SYPTAK	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	203	BRAZOS
TX253-BRA016-008	ALBERT B SYPTAK III	ENDEAVOR NATURAL GAS II, LLC	05/26/11	10276	197	BRAZOS
TX253-BRA016-009	GEORGIA C DEHN	ENDEAVOR NATURAL GAS II, LLC	05/25/11	10226	82	BRAZOS
TX253-BRA016-010	SIDNEY MOEHLMAN	ENDEAVOR NATURAL GAS II, LLC	05/25/11	10186	218	BRAZOS
TX253-BRA016-011	WILLIAM E CLOWER	ENDEAVOR NATURAL GAS II, LLC	05/24/11	10205	106	BRAZOS
TX253-BRA016-012	PAULINE M WINSLOW	ENDEAVOR NATURAL GAS II, LLC	05/25/11	10186	217	BRAZOS
TX253-BRA016-013	WILLIAM JACKSON DOUGLAS III ET UX	ENDEAVOR NATURAL GAS II, LLC	05/24/11	10181	198	BRAZOS
TX253-BRA016-014	VIRGINIA PAYNE	ENDEAVOR NATURAL GAS II, LLC	06/01/11	10276	211	BRAZOS
TX253-BRA016-015	KENNETH PAYNE	ENDEAVOR NATURAL GAS II, LLC	06/01/11	10276	213	BRAZOS
TX253-BRA016-016	MARY L CAMENZIND	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10276	212	BRAZOS
TX253-BRA016-017	ELIZABETH PAYNE PIERCE	ENDEAVOR NATURAL GAS II, LLC	06/16/11	10276	216	BRAZOS
TX253-BRA016-018	KIMBERLY S BECKER	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10276	190	BRAZOS
TX253-BRA016-019	EDITH C PERKINSON	ENDEAVOR NATURAL GAS II, LLC	06/21/11	10276	192	BRAZOS
TX253-BRA016-020	BOBBY GLEN COLLINGS	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10276	193	BRAZOS
TX253-BRA016-021	ROBERT E THOMAS ET UX	ENDEAVOR NATURAL GAS II, LLC	06/13/11	10276	218	BRAZOS
TX253-BRA016-022	VIRGINIA L ELLISON	ENDEAVOR NATURAL GAS II, LLC	06/13/11	10276	214	BRAZOS
TX253-BRA016-023	DOROTHY V AKINS	ENDEAVOR NATURAL GAS II, LLC	07/05/11	10278	204	BRAZOS
TX253-BRA016-024	SCHULTZ FIVE FAMILY LLC	ENDEAVOR NATURAL GAS II, LLC	07/05/11	10278	202	BRAZOS
TX253-BRA016-025	KIMBERLY L FREDERICK	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	208	BRAZOS
TX253-BRA016-026	RAYMOND S LEIGHMAN	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	206	BRAZOS
TX253-BRA016-027	MEREDITH VASQUEZ	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	212	BRAZOS
TX253-BRA016-028	MICHAEL E LEIGHMAN	ENDEAVOR NATURAL GAS II, LLC	06/27/11	10278	214	BRAZOS
TX253-BRA016-029	SUSAN LEIGHMAN	ENDEAVOR NATURAL GAS II, LLC	06/02/11	10278	210	BRAZOS
TX253-BRA016-030	PEGGY PAYNE REED	ENDEAVOR NATURAL GAS II, LLC	05/01/11	10240	27	BRAZOS
TX253-BRA016-031	MATTIE P GERKE	ENDEAVOR NATURAL GAS II, LLC	06/13/11	10319	56	BRAZOS
TX253-BRA016-032	NANCY GERKE KROLCZYK	ENDEAVOR NATURAL GAS II, LLC	08/15/11	10319	60	BRAZOS
TX253-BRA016-033	CHARLES GARLAND	ENDEAVOR NATURAL GAS II, LLC	08/15/11	10319	58	BRAZOS

Exhibit A
Page 1 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *[Signature]*

[Signature]

County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-BRA016-034	MARTIN A WORTMAN ET UX	ENDEAVOR NATURAL GAS II, LLC	10/04/11	10384	89	BRAZOS
TX253-BRA022-001	JOANNA W LANDRY	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	231	BRAZOS
TX253-BRA022-002	LANCE P DOBBINS ET UX	ENDEAVOR NATURAL GAS II, LLC	01/01/11	10103	230	BRAZOS
TX253-BRA022-003	PEGGY PAYNE REED IRREVOCABLE TRUST	ENDEAVOR NATURAL GAS II, LLC	01/19/11	10103	236	BRAZOS
TX253-BRA022-004	JEFFREY T WESTON ET UX	ENDEAVOR NATURAL GAS II, LLC	07/01/11	10337	8	BRAZOS
TX253-BRA022-005	NORMA JEAN PAYNE	ENDEAVOR NATURAL GAS II, LLC	09/12/11	10350	129	BRAZOS
TX253-BRA025-001	EULA MAE JOHNSTON TRUST	ENDEAVOR NATURAL GAS II, LLC	05/24/11	10303	215	BRAZOS
TX253-BRA031-001	CHARLES W. BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10334	249	BRAZOS
TX253-BRA031-002	EVAN T BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10334	251	BRAZOS
TX253-BRA031-003	MARION ELIZABETH BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10355	44	BRAZOS
TX253-BRA031-004	HENRY E HARVARD	ENDEAVOR NATURAL GAS II, LLC	08/18/11	10334	250	BRAZOS
TX253-BRA031-005	MARTHA A HARVARD	ENDEAVOR NATURAL GAS II, LLC	08/18/11	10334	248	BRAZOS
TX253-BRA031-006	CAROLYN C JENSEN	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10355	42	BRAZOS
TX253-BRA031-007	PAULINE E TRANT	ENDEAVOR NATURAL GAS II, LLC	09/02/11	10355	41	BRAZOS
TX253-BRA031-009	WINTHROP L BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/02/11	10371	251	BRAZOS
TX253-BRA031-010	MARK W BENBOW	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10371	252	BRAZOS
TX253-BRA031-011	PAMELA CLITHEROE HILLIARD	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10355	43	BRAZOS
TX253-BRA031-012	MARY CAROLYN HARVARD HAMLIN	ENDEAVOR NATURAL GAS II, LLC	07/28/11	10334	247	BRAZOS
TX253-BRA031-014	MARGARET B BOONE	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10367	26	BRAZOS
TX253-BRA031-015	SHARI COLLINS CARROLL	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10367	28	BRAZOS
TX253-BRA031-016	DOROTHY CLITHEROE MCDONALD	ENDEAVOR NATURAL GAS II, LLC	09/11/11	10367	24	BRAZOS
TX253-BRA031-017	DRC PETROLEUM LTD	ENDEAVOR NATURAL GAS II, LLC	01/16/12	10503	172	BRAZOS
TX253-BRA031-018	WAYNE F COLLINS	UNIT PETROLEUM COMPANY	02/01/10	10511	216	BRAZOS
TX253-BRA031-019	SOUTHWEST PETROLEUM	ENDEAVOR NATURAL GAS II, LLC	01/16/12	10511	215	BRAZOS
TX253-BRA032-000	STATE OF TEXAS	ENERVEST OPERATING LLC	03/01/12	10743	185	BRAZOS
TX253-BRA033-000	JAMES D. WILSON, INDIVIDUALLY, ET AL	AMALGAMATED BONANZA PETRO. LTD	06/25/76	27	564	BRAZOS
TX253-BRA034-000	TAUBER E&P COMPANY	BRIGHTON ENERGY, LLC	07/07/05	7057	145	BRAZOS
TX253-GRI026-000	TEX BAR RANCH, LTD.	ENDEAVOR NATURAL GAS II, LLC	04/30/11	1382	686	GRIMES
TX253-GRI027-000	DON W MALLETT	ENDEAVOR NATURAL GAS II, LLC	05/18/11	1382	688	GRIMES
TX253-MAD028-001	GEORGE W STRAKE JR	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1383	410	GRIMES
TX253-MAD028-002	V A JOHNSTON, LTD	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1383	413	GRIMES
TX253-MAD028-003	GRAYFORE PARTNERS, LP	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1383	416	GRIMES
TX253-MAD028-004	BAUCHMAN INVESTMENT PTSHP, LP ET AL	ENDEAVOR NATURAL GAS II, LLC	05/16/11	1388	220	GRIMES
TX253-MAD028-005	JANE HAWKINS FURSE TRUST, ET AL	ENDEAVOR NATURAL GAS II, LLC	08/15/11	1388	224	GRIMES
TX253-MAD028-006	BETTY T JOHNSTON MARITAL TRUST	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1392	430	GRIMES
TX253-MAD028-007	E L MCDONALD ESTATE TRUST	ENDEAVOR NATURAL GAS II, LLC	09/14/11	1392	433	GRIMES
TX253-MAD028-008	EULA MAE JOHNSTON TRUST	ENDEAVOR NATURAL GAS II, LLC	11/22/11	1401	667	GRIMES
TX253-MAD028-009	WILLIAM S ROGERS	ENDEAVOR NATURAL GAS II, LLC	12/07/11	1403	212	GRIMES
TX253-MAD028-010	BETTY O'BANION	EV ENERGY INST. FUND XI-A, ET AL	06/06/12	1436	820	GRIMES
TX253-MAD028-011	BOWMAN RANCH PARTNERSHIP, ET AL	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1420	326	GRIMES
TX253-MAD036-001	ANITA R BARNETT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	409	GRIMES
TX253-MAD036-002	FRED BARNHILL, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	296	GRIMES
TX253-MAD036-003	JUDITH ELAINE MARTIN BOHANNON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	413	GRIMES
TX253-MAD036-004	JOHN F BURDETTE ET UX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	324	GRIMES
TX253-MAD036-005	GINGER DENNIS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	287	GRIMES
TX253-MAD036-006	ELOISE WILSON DOWNEY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1392	436	GRIMES
TX253-MAD036-007	AMANDA DUNN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1392	440	GRIMES
TX253-MAD036-008	MARTHA D EICHELBERGER ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	328	GRIMES
TX253-MAD036-009	JEFFREY EUBANKS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1398	708	GRIMES
TX253-MAD036-010	BILLY G EVANS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	332	GRIMES
TX253-MAD036-011	SHIRLEY TAYLOR FLOWERS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1398	712	GRIMES
TX253-MAD036-012	JEFFREY L FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	283	GRIMES
TX253-MAD036-013	STEVEN E FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	279	GRIMES
TX253-MAD036-014	NANCY LIGON FULTON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	417	GRIMES
TX253-MAD036-015	AMEL ALLEN GLASER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	336	GRIMES
TX253-MAD036-016	WILLIAM T GOLDSMITH	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	275	GRIMES
TX253-MAD036-017	FRANCES T HEAD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	421	GRIMES
TX253-MAD036-018	ZULA HEFLIN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	304	GRIMES
TX253-MAD036-019	RITA HUNTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	291	GRIMES
TX253-MAD036-020	PATRICIA TAYLOR KOONCE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	392	GRIMES
TX253-MAD036-021	HELEN AVERY KUHN ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	308	GRIMES
TX253-MAD036-022	ALBERT LEE PITMAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	340	GRIMES
TX253-MAD036-023	WILLIAM L LEE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	425	GRIMES
TX253-MAD036-024	JERALDINE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	312	GRIMES

Exhibit A
Page 2 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *APB*



Karen McQueen
County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD036-025	JOE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	429	GRIMES
TX253-MAD036-026	NANCY AVERY LASICH MORSE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1393	431	GRIMES
TX253-MAD036-027	CHARLES GEORGE NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	344	GRIMES
TX253-MAD036-028	JEFFERSON LAMAR NEWBERN III	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	352	GRIMES
TX253-MAD036-029	LAURA NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	348	GRIMES
TX253-MAD036-030	THOMAS DOWNS NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	360	GRIMES
TX253-MAD036-031	JON ELLEN NIX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	380	GRIMES
TX253-MAD036-032	EDYTH HARRY PAYNE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	356	GRIMES
TX253-MAD036-033	PENNY L POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	316	GRIMES
TX253-MAD036-034	RANDOLPH EUGENE POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	433	GRIMES
TX253-MAD036-035	THOMAS S POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	372	GRIMES
TX253-MAD036-036	WILLIAM H POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	376	GRIMES
TX253-MAD036-037	OTTO I ROBERTSON, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	368	GRIMES
TX253-MAD036-038	EVELYN HARRY ROLLINS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1392	446	GRIMES
TX253-MAD036-039	BARBARA GOLDSMITH SCHOENHALS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	320	GRIMES
TX253-MAD036-040	NANCY GOLDSMITH SCOTT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	396	GRIMES
TX253-MAD036-041	JUDITH TAYLOR SHEPPARD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	384	GRIMES
TX253-MAD036-042	MARTHA TAYLOR ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	300	GRIMES
TX253-MAD036-043	MARILENA HENRY WILLOUGHBY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	437	GRIMES
TX253-MAD036-044	BETTY LOU WILSON ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1391	364	GRIMES
TX253-MAD036-045	MARY WILLIAMS HERNDON	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1391	388	GRIMES
TX253-MAD036-046	JOHN RUMBLEY WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1393	435	GRIMES
TX253-MAD036-047	RABUN MCDUFFIE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1392	450	GRIMES
TX253-MAD036-048	SAM HUDSON WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1391	401	GRIMES
TX253-MAD036-049	SARA JANE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1391	405	GRIMES
TX253-MAD036-050	LAYLA ANN GLASER BRYAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1401	663	GRIMES
TX253-MAD036-051	GAY WELLS, RECEIVER	ENDEAVOR NATURAL GAS II, LLC	01/11/12	1402	462	GRIMES
TX253-MAD036-052	MAUREEN BOLAN CARROLL	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1401	675	GRIMES
TX253-MAD036-053	SHANNON BOLAN	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1401	679	GRIMES
TX253-MAD036-055	BELINDA S. JAMES, AIF	EV ENERGY INST. FUND XII-A, ET AL	03/19/12	1434	604	GRIMES
TX253-MAD036-056	JACK E. HAVARD	FRONTIER MINERALS, LC	01/05/12			GRIMES
TX253-MAD000-000	SAND PRAIRIE BAPTIST CHURCH	FAIRWAYS E&P, LLC	08/03/10	1039	23	MADISON
TX253-MAD001-001	GORDON J ATKINS	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	259	MADISON
TX253-MAD001-002	WILLIAM ALLEN ATKINS	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	255	MADISON
TX253-MAD001-003	M H BARRETT ET UX	ENDEAVOR NATURAL GAS II, LLC	04/28/10	1018	50	MADISON
TX253-MAD001-004	JO ANN CHUNN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	271	MADISON
TX253-MAD001-005	SARAH E. DIETRICH	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1020	108	MADISON
TX253-MAD001-006	CAROL LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	263	MADISON
TX253-MAD001-007	ROBERT W LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	267	MADISON
TX253-MAD001-008	STEVEN C LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	279	MADISON
TX253-MAD001-009	O DOUBLE H BAR, LP	ENDEAVOR NATURAL GAS II, LLC	01/06/10	1016	283	MADISON
TX253-MAD001-010	DAVID ANDREW POWERS	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	247	MADISON
TX253-MAD001-011	ELIZABETH ATKINS SMITH	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	275	MADISON
TX253-MAD001-012	LINDA SUSAN WITHROW	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1016	251	MADISON
TX253-MAD001-013	MICHAEL G LUMPKIN	ENDEAVOR NATURAL GAS II, LLC	12/29/09	1079	53	MADISON
TX253-MAD002-000	JOYCE ANN DONAHO, ET VIR	TEXBRIT CORPORATION	12/16/09	1002	30	MADISON
TX253-MAD002-001	ANNIE LORENE GUSTINE ESTATE	JOHN C. CLARK	01/26/10	1016	238	MADISON
TX253-MAD002-002	GERALD DWAIN CASEY, JR.	JOHN C. CLARK	04/16/10	1048	237	MADISON
TX253-MAD002-003	ROBERT DANIEL CASEY	JOHN C. CLARK	04/16/10	1048	223	MADISON
TX253-MAD002-004	BEVERLY LYNN GOATEE	JOHN C. CLARK	04/16/10	1048	215	MADISON
TX253-MAD002-005	MARK HAMPTON	JOHN C. CLARK	04/16/10	1048	227	MADISON
TX253-MAD002-006	PAUL J HAMPTON	JOHN C. CLARK	04/16/10	1048	229	MADISON
TX253-MAD002-007	ARCHIE L HART	JOHN C. CLARK	04/16/10	1048	221	MADISON
TX253-MAD002-008	ALBERT RAY HART, JR.	JOHN C. CLARK	04/16/10	1048	225	MADISON
TX253-MAD002-009	CATHY HAMPTON HOLDER	JOHN C. CLARK	04/16/10	1048	231	MADISON
TX253-MAD002-010	MICHAEL KIRKLEY	JOHN C. CLARK	04/16/10	1048	233	MADISON
TX253-MAD002-011	RICHARD HOLLIS MCCOWN, JR.	JOHN C. CLARK	04/16/10	1048	241	MADISON
TX253-MAD002-012	ROLAND M MCCOWN	JOHN C. CLARK	04/16/10	1048	213	MADISON
TX253-MAD002-013	RONALD WENDELL MCCOWN	JOHN C. CLARK	04/16/10	1048	235	MADISON
TX253-MAD002-014	LYNETTE CASEY SMITH	JOHN C. CLARK	04/16/10	1048	219	MADISON
TX253-MAD002-015	TERRY A WELLS	JOHN C. CLARK	04/16/10	1048	239	MADISON
TX253-MAD002-016	SALLY MCCOWN WHITAKER	JOHN C. CLARK	04/16/10	1048	217	MADISON
TX253-MAD002-017	DUDLEY M. CASEY	EV ENERGY INST. FUND XII-A, ET AL	04/25/13	1271	204	MADISON
TX253-MAD002-018	RICHARD LEE HARRIS	EV ENERGY INST. FUND XII-A, ET AL	04/25/13	1271	207	MADISON

Exhibit A
Page 3 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

01-21-14 *[Signature]*



[Signature]

County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD003-001	JOYCE ANN DONAHO, ET VIR	EV ENERGY INST. FUND XII-A, ET AL	02/01/13	1234	104	MADISON
TX253-MAD003-002	FRANKLIN PERRY GARNETT	EV ENERGY INST. FUND XII-A, ET AL	02/05/13	1234	93	MADISON
TX253-MAD010-001	WILL RASCO FAMILY LIVING TRUST	ENDEAVOR NATURAL GAS II, LLC	04/16/10	1021	143	MADISON
TX253-MAD011-000	JOHN T ANDRUS ET UX	JOHN C. CLARK	01/26/10	1016	244	MADISON
TX253-MAD012-001	JAMES S GASKIN ET UX	JOHN C. CLARK	01/26/10	1016	241	MADISON
TX253-MAD012-002	DENNIS RAY WHITMIRE	JOHN C. CLARK	01/26/10	1017	192	MADISON
TX253-MAD015-001	BEN ALTON BETHKE	ENDEAVOR NATURAL GAS II, LLC	10/12/10	1079	33	MADISON
TX253-MAD015-002	HELEN LOUISE BROWN, ET AL	JOHN C. CLARK	04/16/10	1048	243	MADISON
TX253-MAD015-003	VERNON W CHRISTIE, JR ESTATE	ENDEAVOR NATURAL GAS II, LLC	02/11/11	1079	47	MADISON
TX253-MAD015-004	DELORES BETHKE CLACK	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	35	MADISON
TX253-MAD015-005	BILLY O ENGLISH	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	37	MADISON
TX253-MAD015-006	MONTE J ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1079	51	MADISON
TX253-MAD015-007	MORRIS ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1079	49	MADISON
TX253-MAD015-008	PATSY M ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1079	45	MADISON
TX253-MAD015-009	SYLVIA FRANCES KOSTER	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	41	MADISON
TX253-MAD015-010	LEW V PLOTTS JR.	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	27	MADISON
TX253-MAD015-011	PETE PLOTTS	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	29	MADISON
TX253-MAD015-012	PATRICIA ANN SMITH	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	43	MADISON
TX253-MAD015-013	ANNETTE PLOTTS STAFFORD	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	31	MADISON
TX253-MAD015-014	HERMAN CHARLES ZULCH	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1079	39	MADISON
TX253-MAD015-015	JOE TOUCHTON	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1096	327	MADISON
TX253-MAD015-016	JANIS TOUCHTON STEWART	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1096	325	MADISON
TX253-MAD015-017	WILLIS E ROGERS	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1096	329	MADISON
TX253-MAD015-018	JOHN TOUCHTON	ENDEAVOR NATURAL GAS II, LLC	06/23/11	1103	328	MADISON
TX253-MAD015-019	ANGELA ENGLISH KESSLER	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1086	202	MADISON
TX253-MAD015-020	JULIE ENGLISH O'REAR	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1083	331	MADISON
TX253-MAD015-021	KENNETH ENGLISH	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1082	26	MADISON
TX253-MAD015-022	SALLY ENGLISH KOELLNER	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1119	24	MADISON
TX253-MAD015-023	SHIRLEY GWENDOLYN HOOD	ENDEAVOR NATURAL GAS II, LLC	06/23/11	10314	128	MADISON
TX253-MAD017-000	DARRELL HALL ET UX	ENDEAVOR NATURAL GAS II, LLC	01/21/11	1067	262	MADISON
TX253-MAD018-000	ESTELLE BEVERLY ET AL	ENDEAVOR NATURAL GAS II, LLC	02/15/11	1082	23	MADISON
TX253-MAD019-000	MICHAEL R THEISS ET UX	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1086	206	MADISON
TX253-MAD020-000	DAVID JEFFREY CROWDER	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1096	331	MADISON
TX253-MAD021-000	JAMES KOHL	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1086	204	MADISON
TX253-MAD023-001	THOMAS HOLLIDAY ET UX	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1103	330	MADISON
TX253-MAD024-002	RICKY J PALASOTA JR	ENDEAVOR NATURAL GAS II, LLC	05/09/11	1103	332	MADISON
TX253-MAD028-001	GEORGE W STRAKE JR	ENDEAVOR NATURAL GAS II, LLC	10/01/10	1096	322	MADISON
TX253-MAD028-002	V A JOHNSTON, LTD	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1096	317	MADISON
TX253-MAD028-003	GRAYFORE PARTNERS, LP	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1096	320	MADISON
TX253-MAD028-004	BAUCHMAN INVESTMENT PTSHP, LP ET AL	ENDEAVOR NATURAL GAS II, LLC	05/16/11	1103	342	MADISON
TX253-MAD028-005	JANE HAWKINS FURSE TRUST, ET AL	ENDEAVOR NATURAL GAS II, LLC	08/15/11	1103	336	MADISON
TX253-MAD028-006	BETTY T JOHNSTON MARITAL TRUST	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1112	237	MADISON
TX253-MAD028-007	E L MCDONALD ESTATE TRUST	ENDEAVOR NATURAL GAS II, LLC	09/14/11	1112	240	MADISON
TX253-MAD028-008	EULA MAE JOHNSTON TRUST	ENDEAVOR NATURAL GAS II, LLC	11/22/11	1125	301	MADISON
TX253-MAD028-009	WILLIAM S ROGERS	ENDEAVOR NATURAL GAS II, LLC	12/07/11	1131	279	MADISON
TX253-MAD028-010	BETTY O'BANION	EV ENERGY INST. FUND XI-A, ET AL	06/06/12	1201	136	MADISON
TX253-MAD028-011	BOWMAN RANCH PARTNERSHIP, ET AL	ENDEAVOR NATURAL GAS II, LLC	05/01/11	1165	259	MADISON
TX253-MAD029-000	STATE OF TEXAS MF 112784	ENDEAVOR NATURAL GAS II, LLC	06/07/11	1114	237	MADISON
TX253-MAD036-001	ANITA R BARNETT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	273	MADISON
TX253-MAD036-002	FRED BARNHILL, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	6	MADISON
TX253-MAD036-003	JUDITH ELAINE MARTIN BOHANNON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	277	MADISON
TX253-MAD036-004	JOHN F BURDETTE ET UX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	34	MADISON
TX253-MAD036-005	GINGER DENNIS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	343	MADISON
TX253-MAD036-006	ELOISE WILSON DOWNEY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1112	257	MADISON
TX253-MAD036-007	AMANDA DUNN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1112	251	MADISON
TX253-MAD036-008	MARTHA D EICHELBERGER ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	38	MADISON
TX253-MAD036-009	JEFFREY EUBANKS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1119	337	MADISON
TX253-MAD036-010	BILLY G EVANS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	42	MADISON
TX253-MAD036-011	SHIRLEY TAYLOR FLOWERS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1119	341	MADISON
TX253-MAD036-012	JEFFREY L FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	339	MADISON
TX253-MAD036-013	STEVEN E FOSTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	335	MADISON
TX253-MAD036-014	NANCY LIGON FULTON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	281	MADISON
TX253-MAD036-015	AMEL ALLEN GLASER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	46	MADISON
TX253-MAD036-016	WILLIAM T GOLDSMITH	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1108	331	MADISON

Exhibit A
Page 4 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *APB*



Karen McLean
County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD036-017	FRANCES T HEAD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	285	MADISON
TX253-MAD036-018	ZULA HEFLIN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	14	MADISON
TX253-MAD036-019	RITA HUNTER	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	1	MADISON
TX253-MAD036-020	PATRICIA TAYLOR KOONCE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1110	288	MADISON
TX253-MAD036-021	HELEN AVERY KUHN ET VIR	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	18	MADISON
TX253-MAD036-022	ALBERT LEE PITMAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	50	MADISON
TX253-MAD036-023	WILLIAM L LEE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	289	MADISON
TX253-MAD036-024	JERALDINE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	22	MADISON
TX253-MAD036-025	JOE LIGON	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	293	MADISON
TX253-MAD036-026	NANCY AVERY LASICH MORSE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1114	274	MADISON
TX253-MAD036-027	CHARLES GEORGE NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	54	MADISON
TX253-MAD036-028	JEFFERSON LAMAR NEWBERN III	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	67	MADISON
TX253-MAD036-029	LAURA NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	63	MADISON
TX253-MAD036-030	THOMAS DOWNS NEWBERN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	75	MADISON
TX253-MAD036-031	ION ELLEN NIX	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	95	MADISON
TX253-MAD036-032	EDYTH HARRY PAYNE	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	71	MADISON
TX253-MAD036-033	PENNY L POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	26	MADISON
TX253-MAD036-034	RANDOLPH EUGENE POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	297	MADISON
TX253-MAD036-035	THOMAS S POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	87	MADISON
TX253-MAD036-036	WILLIAM H POOL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	91	MADISON
TX253-MAD036-037	OTTO L ROBERTSON, JR.	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	83	MADISON
TX253-MAD036-038	EVELYN HARRY ROLLINS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1112	247	MADISON
TX253-MAD036-039	BARBARA GOLDSMITH SCHOENHALS	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	30	MADISON
TX253-MAD036-040	NANCY GOLDSMITH SCOTT	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1110	292	MADISON
TX253-MAD036-041	JUDITH TAYLOR SHEPPARD	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	99	MADISON
TX253-MAD036-042	MARTHA TAYLOR ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	10	MADISON
TX253-MAD036-043	MARILENA HENRY WILLOUGHBY	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	301	MADISON
TX253-MAD036-044	BETTY LOU WILSON ET AL	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1109	79	MADISON
TX253-MAD036-045	MARY WILLIAMS HERNDON	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1110	284	MADISON
TX253-MAD036-046	JOHN RUMBLEY WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1114	278	MADISON
TX253-MAD036-047	RABUN MCDUFFIE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1112	243	MADISON
TX253-MAD036-048	SAM HUDSON WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1110	297	MADISON
TX253-MAD036-049	SARA JANE WILLIAMS	ENDEAVOR NATURAL GAS II, LLC	09/07/11	1110	301	MADISON
TX253-MAD036-050	LAYLA ANN GLASER BRYAN	ENDEAVOR NATURAL GAS II, LLC	08/26/11	1125	297	MADISON
TX253-MAD036-051	GAY WELLS, RECEIVER	ENDEAVOR NATURAL GAS II, LLC	01/11/12	1402	462	MADISON
TX253-MAD036-052	MAUREEN BOLAN CARROLL	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1125	309	MADISON
TX253-MAD036-053	SHANNON BOLAN	ENDEAVOR NATURAL GAS II, LLC	11/28/11	1125	293	MADISON
TX253-MAD036-055	BELINDA S. JAMES, AIF	EV ENERGY INST. FUND XII-A, ET AL	03/19/12	1197	174	MADISON
TX253-MAD036-056	JACK E. HAVARD	FRONTIER MINERALS, LC	01/05/12	1137	167	MADISON
TX253-MAD037-001	CHARLES AVERITT	ENDEAVOR NATURAL GAS II, LLC	10/11/11	1120	251	MADISON
TX253-MAD037-002	KAREN BERRY	ENDEAVOR NATURAL GAS II, LLC	10/11/11	1120	253	MADISON
TX253-MAD038-001	JAKE COLE HOWARD, ET AL	WEBER ENERGY CORPORATION	08/22/10	1116	265	MADISON
TX253-MAD038-001	JAKE COLE HOWARD, ET AL	WEBER ENERGY CORPORATION	08/22/10	1116	265	MADISON
TX253-MAD038-002	SUSAN WARD KINSER	WEBER ENERGY CORPORATION	09/10/10	1057	160	MADISON
TX253-MAD038-003	NAOMI WARD STEPHENS	WEBER ENERGY CORPORATION	08/24/10	1116	272	MADISON
TX253-MAD038-004	MARTIN EDWARD STEPHENS	WEBER ENERGY CORPORATION	08/24/10	1116	270	MADISON
TX253-MAD038-005	DONALD MARTIN STARY	WEBER ENERGY CORPORATION	08/24/10	1116	268	MADISON
TX253-MAD038-006	DAVID PAUL WARD	WEBER ENERGY CORPORATION	08/24/10	1116	274	MADISON
TX253-MAD038-007	STEVEN WAYNE WARD	WEBER ENERGY CORPORATION	08/24/10	1116	276	MADISON
TX253-MAD042-000	W. J. HORTON	FAIRWAYS E&P, LLC	06/30/10	1039	48	MADISON
TX253-MAD043-000	KYLE WALTON	FAIRWAYS E&P, LLC	08/03/10	1035	98	MADISON
TX253-MAD047-000	GEORGE CEMETERY ASSOCIATION	FAIRWAYS E&P, LLC	07/08/10	1039	26	MADISON
TX253-MAD055-001	JAMES AND ATHLYN BOSWELL REV LIV TR	FAIRWAYS E&P, LLC	07/01/10	1040	157	MADISON
TX253-MAD056-001	STEVEN WALTER DISERENS	FAIRWAYS E&P, LLC	08/03/10	1040	149	MADISON
TX253-MAD056-002	JOYCE DEAN DISERENS	FAIRWAYS E&P, LLC	08/03/10	1040	151	MADISON
TX253-MAD056-003	ESTER MARIE DISERENS	FAIRWAYS E&P, LLC	08/03/10	1040	153	MADISON
TX253-MAD057-001	WILLIAM T. KIMMEY	FAIRWAYS E&P, LLC	08/20/10	1040	155	MADISON
TX253-MAD057-002	RHONDA Y. DUKE	FAIRWAYS E&P, LLC	09/15/10	1043	218	MADISON
TX253-MAD057-003	MICHAEL GLENN DUKE	FAIRWAYS E&P, LLC	09/15/10	1043	216	MADISON
TX253-MAD057-004	CHERYL LYNN DUKE KEITH	FAIRWAYS E&P, LLC	09/15/10	1047	51	MADISON
TX253-MAD058-001	DELBERT B. MCDONALD	FAIRWAYS E&P, LLC	08/10/10	1040	169	MADISON
TX253-MAD058-002	REBA JO MATLOCK BLUNT	FAIRWAYS E&P, LLC	08/10/10	1040	167	MADISON
TX253-MAD058-003	CATALINA MARIA CARPENTER	FAIRWAYS E&P, LLC	08/10/10	1040	165	MADISON
TX253-MAD058-004	BILLIE JEAN MATLOCK STANLEY	FAIRWAYS E&P, LLC	08/10/10	1040	161	MADISON

Exhibit A
Page 5 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *[Signature]*



[Signature]
County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD058-005	PERCY B. BOTTING	FAIRWAYS E&P, LLC	08/10/10	1040	171	MADISON
TX253-MAD058-006	NANCY BOSWELL NUCHE	FAIRWAYS E&P, LLC	08/10/10	1039	66	MADISON
TX253-MAD058-007	DORA MATLOCK LUTZ	FAIRWAYS E&P, LLC	08/10/10	1040	159	MADISON
TX253-MAD059-001	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS E&P, LLC	10/14/10	1054	154	MADISON
TX253-MAD059-002	WOODWAY FINANCIAL ADVISORS	FAIRWAYS E&P, LLC	12/15/10	1065	134	MADISON
TX253-MAD060-001	EMMA JANE RICHARD	FAIRWAYS E&P, LLC	07/20/10	1039	64	MADISON
TX253-MAD061-001	DONALD R MAY AND WIFE KATIE M MAY	FAIRWAYS E&P, LLC	07/20/10	1040	138	MADISON
TX253-MAD062-001	JEFFREY L. HOLLAND ET UX	FAIRWAYS E&P, LLC	08/17/10	1039	29	MADISON
TX253-MAD062-002	CARISA DIAZENKO	FAIRWAYS E&P, LLC	08/10/10	1039	20	MADISON
TX253-MAD062-003	HUGH THOMPSON, ET UX	FAIRWAYS E&P, LLC	04/06/12	1154	326	MADISON
TX253-MAD064-001	JOYE ELEANOR HALL PADRON	FAIRWAYS E&P, LLC	07/13/10	1039	56	MADISON
TX253-MAD064-002	TAMMYE MAURINA HALL RICE	FAIRWAYS E&P, LLC	07/13/10	1039	54	MADISON
TX253-MAD064-003	CHERYL HENDERSON ROSE	FAIRWAYS E&P, LLC	07/13/10	1040	173	MADISON
TX253-MAD064-004	ROY CARROLL HALL	FAIRWAYS E&P, LLC	08/12/10	1040	163	MADISON
TX253-MAD067-000	JEANETTE V. LEE	FAIRWAYS E&P, LLC	08/20/10	1040	147	MADISON
TX253-MAD068-000	WANDA LEE	FAIRWAYS E&P, LLC	08/20/10	1040	142	MADISON
TX253-MAD069-000	JACK M. COLEMAN	FAIRWAYS E&P, LLC	08/20/10	1040	145	MADISON
TX253-MAD070-001	BILLIE BOULDIN	FAIRWAYS E&P, LLC	06/03/10	1039	46	MADISON
TX253-MAD070-002	PATRICIA ANN COX HARDEE, ET UX	FAIRWAYS E&P, LLC	02/15/12	1139	224	MADISON
TX253-MAD071-000	PATSY MARTIN DONAHO	FAIRWAYS E&P, LLC	07/08/10	1043	214	MADISON
TX253-MAD072-001	NOBLE ALLPHIN	FAIRWAYS E&P, LLC	06/16/10	1035	108	MADISON
TX253-MAD072-002	TAMMY ALLPHIN GILBERT	FAIRWAYS E&P, LLC	07/08/10	1035	104	MADISON
TX253-MAD072-003	R G ALLPHIN	FAIRWAYS E&P, LLC	07/08/10	1035	106	MADISON
TX253-MAD076-001	GRACIE COLE SANDERS	FAIRWAYS E&P, LLC	06/11/10	1039	42	MADISON
TX253-MAD076-002	NANCY BOSWELL NUCHE	FAIRWAYS E&P, LLC	06/11/10	1039	34	MADISON
TX253-MAD076-003	JACK LEON COLE FAMILY TRUST	FAIRWAYS E&P, LLC	06/11/10	1039	32	MADISON
TX253-MAD076-004	KENNETH RAY COLE	FAIRWAYS E&P, LLC	06/11/10	1039	38	MADISON
TX253-MAD076-005	JOHN F COLE	FAIRWAYS E&P, LLC	06/11/10	1045	339	MADISON
TX253-MAD076-006	NELVA COLE PRATT	FAIRWAYS E&P, LLC	06/11/10	1039	40	MADISON
TX253-MAD076-007	DONALD JON CAMPBELL	FAIRWAYS E&P, LLC	07/12/10	1039	44	MADISON
TX253-MAD076-008	IANICE ANN RESTELLI	FAIRWAYS E&P, LLC	07/12/10	1039	50	MADISON
TX253-MAD076-009	RONALD L COLE	FAIRWAYS E&P, LLC	06/11/10	1039	68	MADISON
TX253-MAD076-010	SCOTT ALLEN COLE	FAIRWAYS E&P, LLC	06/11/10	1039	36	MADISON
TX253-MAD079-001	DENNIS D. THEISS	PETROMAX OPERATING CO., INC.	04/12/10	1020	30	MADISON
TX253-MAD079-002	KATHY C. OTTER	PETROMAX OPERATING CO., INC.	04/12/10	1020	28	MADISON
TX253-MAD079-003	GLENDA J. MURPHY	PETROMAX OPERATING CO., INC.	04/12/10	1023	1	MADISON
TX253-MAD080-001	CANDI PETERSMA	FAIRWAYS E&P, LLC	07/19/10	1047	53	MADISON
TX253-MAD080-002	DEMERLE GIORDANO	FAIRWAYS E&P, LLC	07/19/10	1040	135	MADISON
TX253-MAD080-003	CHRIS WINDHAM	FAIRWAYS E&P, LLC	07/19/10	1040	129	MADISON
TX253-MAD080-004	MARGARET WILSON	FAIRWAYS E&P, LLC	07/19/10	1040	132	MADISON
TX253-MAD080-005	JOHNNY W GIERISCH SR.	FAIRWAYS E&P, LLC	04/22/10	1030	195	MADISON
TX253-MAD080-006	CLAYTON W. TODD, ET UX	FAIRWAYS E&P, LLC	09/01/11	1114	291	MADISON
TX253-MAD084-000	JOHN P. WATSON, ET UX	PETROMAX OPERATING CO., INC.	05/20/10	1022	344	MADISON
TX253-MAD196-000	RUDDOLPH A. GALL, ET UX	FAIRWAYS E&P, LLC	08/04/11	1101	342	MADISON
TX253-MAD471-001	JOHN P EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	298	MADISON
TX253-MAD471-002	MICHAEL LEE EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	303	MADISON
TX253-MAD471-003	CAROLYN FRANCES EPPS JOHANSEN	FAIRWAYS E&P, LLC	05/18/10	1030	308	MADISON
TX253-MAD471-004	BARBARA HELEN EPPS CLOUSE	FAIRWAYS E&P, LLC	05/18/10	1030	313	MADISON
TX253-MAD471-005	BETTYE SUE WINDHAM HENDERSON	FAIRWAYS E&P, LLC	05/18/10	1030	318	MADISON
TX253-MAD471-006	BOBBY SAM WINDHAM	FAIRWAYS E&P, LLC	05/18/10	1030	323	MADISON
TX253-MAD471-007	THOMAS WAKEFIELD EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	328	MADISON
TX253-MAD471-008	WILLIE ANN CHESHIRE MARRS CASTEEL	FAIRWAYS E&P, LLC	05/18/10	1030	333	MADISON
TX253-MAD471-009	JOE REX EPPS	FAIRWAYS E&P, LLC	05/18/10	1030	338	MADISON
TX253-MAD471-010	URA BETTY HARRIET EPPS DENISON	FAIRWAYS E&P, LLC	05/18/10	1030	249	MADISON
TX253-MAD471-011	KENNETH THEISS, ET UX	FAIRWAYS E&P, LLC	05/03/10	1030	178	MADISON
TX253-MAD483-001	TIMOTHY LEE PIERCE	FAIRWAYS E&P, LLC	05/20/10	1030	168	MADISON
TX253-MAD483-002	ROBERT PIERCE ET UX DIANA PIERCE	FAIRWAYS E&P, LLC	05/07/10	1030	287	MADISON
TX253-MAD483-003	RONALD GENE PIERCE JR ET AL	FAIRWAYS E&P, LLC	05/07/10	1030	282	MADISON
TX253-MAD559-001	PHILIP JAMES MARKS, JR, ET AL	UNIT PETROLEUM COMPANY	02/12/10	1008	40	MADISON
TX253-MAD569-000	DRUMMOND EDGE	FAIRWAYS E&P, LLC	04/27/10	1047	1	MADISON
TX253-MAD590-000	MARIANNE STEWART	FAIRWAYS E&P, LLC	04/14/10	1030	211	MADISON
TX253-MAD638-000	BRIAN D. KYLE, ET UX	FAIRWAYS E&P, LLC	08/31/11	1134	184	MADISON
TX253-MAD639-001	ROBERT E. PALLI, ET UX	FAIRWAYS E&P, LLC	01/25/12	1134	186	MADISON
TX253-MAD639-002	EMILY JEANETTE NAUMANN	FAIRWAYS E&P, LLC	01/25/12	1139	226	MADISON

Exhibit A
Page 6 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 JAB



Karen M. Quinn

County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD641-001	EDDIE LEE ANDERSON	FAIRWAYS E&P, LLC	01/24/12	1139	232	MADISON
TX253-MAD641-002	MICHAEL LLOYD ANDERSON, SR.	FAIRWAYS E&P, LLC	01/24/12	1139	230	MADISON
TX253-MAD641-003	RICHARD D. GEORGE, SR., ET UX	FAIRWAYS E&P, LLC	01/24/12	1139	228	MADISON
TX253-MAD719-001	SUE ANTHONY DOTSON	FAIRWAYS E&P, LLC	07/09/10	1039	52	MADISON
TX253-MAD719-002	JOE H. BARNES II	FAIRWAYS E&P, LLC	07/09/10	1040	175	MADISON
TX253-MAD824-001	GRACIE COLE SANDERS	FAIRWAYS E&P, LLC	05/20/10	1031	246	MADISON
TX253-MAD825-000	PATRICIA DONAHO LINDSEY	FAIRWAYS E&P, LLC	05/21/10	1031	254	MADISON
TX253-MAD826-001	NELVA COLE PRATT	FAIRWAYS E&P, LLC	05/20/10	1031	252	MADISON
TX253-MAD826-002	GREGG DOAN ET UX	FAIRWAYS E&P, LLC	05/26/10	1035	110	MADISON
TX253-MAD827-000	NANCY BOSWELL NUCHE	FAIRWAYS E&P, LLC	05/20/10	1031	248	MADISON
TX253-MAD828-001	MURDELLE THOMAS	FAIRWAYS E&P, LLC	05/18/10	1031	250	MADISON
TX253-MAD828-002	MAURICE WALKER	FAIRWAYS E&P, LLC	05/18/10	1031	256	MADISON
TX253-MAD829-000	SIBLY WINDHAM	FAIRWAYS E&P, LLC	06/01/10	1030	265	MADISON
TX253-MAD834-000	ARON EUGENE DRAKE	FAIRWAYS E&P, LLC	04/20/10	1035	85	MADISON
TX253-MAD835-001	PETER B PLOTTS AND WIFE	FAIRWAYS E&P, LLC	05/20/10	1034	136	MADISON
TX253-MAD835-002	LEW V PLOTTS AND WIFE	FAIRWAYS E&P, LLC	05/22/10	1034	124	MADISON
TX253-MAD835-003	ANNETTE PLOTTS STAFFORD	FAIRWAYS E&P, LLC	05/22/10	1034	140	MADISON
TX253-MAD836-000	BARBARA ANN COLE	FAIRWAYS E&P, LLC	05/20/10	1034	120	MADISON
TX253-MAD837-001	KENNETH RAY COLE AND WIFE	FAIRWAYS E&P, LLC	05/20/10	1034	116	MADISON
TX253-MAD837-002	JOHNNY W. GIERISCH, JR	FAIRWAYS E&P, LLC	10/22/11	1130	117	MADISON
TX253-MAD839-000	LEW V PLOTTS AND WIFE	FAIRWAYS E&P, LLC	05/22/10	1034	132	MADISON
TX253-MAD840-001	DORIS MOSES WARREN	FAIRWAYS E&P, LLC	05/19/10	1034	101	MADISON
TX253-MAD840-002	GREGG DOAN AND WIFE, KAREN DOAN	FAIRWAYS E&P, LLC	05/19/10	1034	106	MADISON
TX253-MAD843-001	RICHARD MUELLER, ET UX	FAIRWAYS E&P, LLC	06/04/10	1034	72	MADISON
TX253-MAD844-001	SUE MARTIN FAMILY TRUST	FAIRWAYS E&P, LLC	05/22/10	1034	96	MADISON
TX253-MAD844-002	KAY W. MARTIN	FAIRWAYS E&P, LLC	06/24/10	1034	81	MADISON
TX253-MAD845-001	SUE MARTIN FAMILY TRUST	FAIRWAYS E&P, LLC	05/22/10	1034	91	MADISON
TX253-MAD845-002	VIDA JEAN STOVER	FAIRWAYS E&P, LLC	05/22/10	1034	76	MADISON
TX253-MAD846-001	LONE STAR COLLEGE BOOK, INC	FAIRWAYS E&P, LLC	05/20/10	1034	128	MADISON
TX253-MAD847-000	BRUCE A MARTIN, ET UX	FAIRWAYS E&P, LLC	05/22/10	1034	86	MADISON
TX253-MAD848-000	ROY F CLARK AND WIFE DORIS JEAN CLARK	FAIRWAYS E&P, LLC	06/02/10	1035	88	MADISON
TX253-MAD849-000	GREGG DOAN AND WIFE	FAIRWAYS E&P, LLC	05/27/10	1034	111	MADISON
TX253-MAD851-000	GEORGE E MOORE	FAIRWAYS E&P, LLC	05/13/10	1030	292	MADISON
TX253-MAD852-001	MARTHA WINDHAM	FAIRWAYS E&P, LLC	06/17/10	1030	274	MADISON
TX253-MAD853-001	MARTIN HASKETT	FAIRWAYS E&P, LLC	05/20/10	1030	235	MADISON
TX253-MAD853-002	JUANITA HASKETT	FAIRWAYS E&P, LLC	05/20/10	1030	230	MADISON
TX253-MAD853-003	SONDRA MECHALEY	FAIRWAYS E&P, LLC	05/20/10	1030	220	MADISON
TX253-MAD853-004	BILLY HASKETT	FAIRWAYS E&P, LLC	05/20/10	1030	225	MADISON
TX253-MAD853-005	FLOYD A HASKETT, JR.	FAIRWAYS E&P, LLC	05/20/10	1030	260	MADISON
TX253-MAD855-000	DAVID SMITH	FAIRWAYS E&P, LLC	06/17/10	1031	276	MADISON
TX253-MAD856-000	MATT STEWART	FAIRWAYS E&P, LLC	04/14/10	1030	205	MADISON
TX253-MAD857-000	TITO J TORCOLETTI	FAIRWAYS E&P, LLC	04/15/10	1030	192	MADISON
TX253-MAD858-000	LAURA MITTELSTEDT	FAIRWAYS E&P, LLC	04/30/10	1030	183	MADISON
TX253-MAD859-000	KENNETH THEISS ET UX	FAIRWAYS E&P, LLC	06/23/10	1030	244	MADISON
TX253-MAD861-000	LEONA K THEISS	FAIRWAYS E&P, LLC	04/22/10	1030	200	MADISON
TX253-MAD862-001	CAROL THEISS	FAIRWAYS E&P, LLC	04/29/10	1030	173	MADISON
TX253-MAD862-002	HELEN LOUISE BROWN	FAIRWAYS E&P, LLC	09/12/11	1114	169	MADISON
TX253-MAD863-000	DAVID STEWART	FAIRWAYS E&P, LLC	04/14/10	1030	208	MADISON
TX253-MAD866-000	MELBA RUTH WALLER	FAIRWAYS E&P, LLC	06/09/10	1031	258	MADISON
TX253-MAD867-001	EMMA JANE RICHARD	FAIRWAYS E&P, LLC	06/10/10	1031	278	MADISON
TX253-MAD867-002	DONALD EUGENE BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	194	MADISON
TX253-MAD867-003	DAVID OTIS BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	196	MADISON
TX253-MAD867-004	DOUGLAS IRWIN BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	210	MADISON
TX253-MAD867-005	DEBORAH RAMONA HICKS	FAIRWAYS E&P, LLC	03/26/12	1150	198	MADISON
TX253-MAD867-006	DIANNE LOUISE CHENEY	FAIRWAYS E&P, LLC	03/26/12	1150	200	MADISON
TX253-MAD867-007	KRISTOPHER OTIS LAWRENCE CHENEY	FAIRWAYS E&P, LLC	03/26/12	1150	214	MADISON
TX253-MAD867-008	CHRISTOPHER DAVID BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	212	MADISON
TX253-MAD867-009	MELISSA DIANNE BISHOP	FAIRWAYS E&P, LLC	03/26/12	1150	202	MADISON
TX253-MAD867-010	MICHAEL EDWARD BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	216	MADISON
TX253-MAD867-011	CALLIE ELIZABETH PEACHER	FAIRWAYS E&P, LLC	03/26/12	1150	204	MADISON
TX253-MAD867-012	JUSTIN CLARK BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	208	MADISON
TX253-MAD867-013	KEVIN LEE BROWN	FAIRWAYS E&P, LLC	03/26/12	1150	206	MADISON
TX253-MAD867-014	STEVEN EUGENE CHENEY	FAIRWAYS E&P, LLC	03/26/12	1154	328	MADISON
TX253-MAD868-000	META WIESE, A WIDOW	FAIRWAYS E&P, LLC	05/25/10	1030	277	MADISON

Exhibit A
Page 7 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-14 *(JAB)*

Karen McQueen

County Clerk
Brazos County, Texas



EV Lease No.	Lessor	Lessee	Lease Date	Book	Page	County
TX253-MAD869-000	HAROLD L RANKIN AND WIFE	FAIRWAYS E&P, LLC	05/21/10	1031	270	MADISON
TX253-MAD871-000	IRMA E POWERS	FAIRWAYS E&P, LLC	06/02/10	1031	264	MADISON
TX253-MAD872-001	GREGG DOAN AND WIFE	FAIRWAYS E&P, LLC	06/04/10	1031	244	MADISON
TX253-MAD875-001	RALPH S GRISHAM	FAIRWAYS E&P, LLC	07/28/10	1035	92	MADISON
TX253-MAD875-002	TINA M LOCKE AND HUSBAND	FAIRWAYS E&P, LLC	07/28/10	1035	95	MADISON
TX253-MAD876-000	STEPHEN GUSTAVUS	FAIRWAYS E&P, LLC	06/18/10	1035	83	MADISON
TX253-MAD877-001	JOHN FREDERICK BARR	FAIRWAYS E&P, LLC	06/23/10	1031	285	MADISON
TX253-MAD877-002	HERMAN LEE NASH	FAIRWAYS E&P, LLC	06/23/10	1031	282	MADISON
TX253-MAD877-003	MELINDA JOYCE NASH ARNOLD	FAIRWAYS E&P, LLC	06/23/10	1031	287	MADISON
TX253-MAD877-004	BEVERLY DIANE NASH MALONE	FAIRWAYS E&P, LLC	06/23/10	1031	280	MADISON
TX253-MAD885-001	THOMAS GRAHAM	FAIRWAYS E&P, LLC	05/16/10	1031	241	MADISON
TX253-MAD885-002	TONY ALONSO AND WIFE	FAIRWAYS E&P, LLC	06/16/10	1031	238	MADISON
TX253-MAD886-000	MICHAEL PATRICK MURPHY	FAIRWAYS E&P, LLC	06/09/10	1030	269	MADISON
TX253-MAD887-001	SCOTT WAYNE TAYLOR	FAIRWAYS E&P, LLC	06/07/10	1035	100	MADISON
TX253-MAD887-002	VIVIAN M TAYLOR TESTAMENTARY TRUST	FAIRWAYS E&P, LLC	06/07/10	1035	102	MADISON
TX253-MAD947-000	PHYLLIS WHISENHUNT WINDHAM	FAIRWAYS E&P, LLC	06/02/10	1030	255	MADISON
TX253-MAD948-001	LEONARD J PARKER	FAIRWAYS E&P, LLC	06/11/10	1039	5	MADISON
TX253-MAD948-002	JAMES MICHAEL KIGER	FAIRWAYS E&P, LLC	06/07/10	1039	1	MADISON
TX253-MAD953-000	M GAYLE COSBY AND	FAIRWAYS E&P, LLC	06/07/10	1030	240	MADISON

End of Exhibit A

Exhibit A
Page 8 of 8

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 01-21-11 *[Signature]*



Karen McQueen
County Clerk
Brazos County, Texas



Exhibit B

Attached to and made a part of Assignment, Bill of Sale and Conveyance between
EnerVest Energy Institutional Fund XII-A, L.P., et al, as Assignor
and
Vess Texas Partners II, LLC, et al, as Assignee,
effective September 1, 2013

Wells

API No.	Well	Operator	Status	County	WI	NRI	ORRI
4204132056	ANN ADAMS MELVIN UNIT 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	100.000000%	74.976170%	0.000000%
4204132077	ANN ADAMS MELVIN UNIT 2H	ENERVEST OPERATING, LLC	PRD	BRAZOS	100.000000%	75.323847%	0.000000%
4204132068	LOTT-LEE 1H	WOODBINE ACQUISITION, LLC	PRD	BRAZOS	50.000000%	38.750000%	0.000000%
4204132091	LOTT-WILSON 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	82.320284%	63.491442%	0.000000%
4204132079	TB LYNE 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	100.000000%	77.500000%	0.000000%
4204132225	TRIPLE M 1H	ENERVEST OPERATING, LLC	PERMITTED	BRAZOS	100.000000%	76.250000%	0.000000%
4204132105	WILSON-PAYNE 1H	ENERVEST OPERATING, LLC	PRD	BRAZOS	83.260026%	63.338248%	0.000000%
4218530813	STRAKE 1H	ENERVEST OPERATING, LLC	PRD	GRIMES	100.000000%	76.954316%	0.000000%
4218530806	TEX BAR RANCH LTD 1H	ENERVEST OPERATING, LLC	PRD	GRIMES	46.121956%	35.744517%	0.000000%
4231330876	BARRETT UNIT 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	75.631863%	0.000000%
4231330957	BARRETT-MARKS 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	75.896313%	0.000000%
4231330878	ELLWOOD BARRETT 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	74.562043%	0.000000%
4231330877	ELLWOOD BARRETT 2H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	74.562043%	0.000000%
4231330941	ELLWOOD BARRETT 3H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	74.562043%	0.000000%
4231330974	GALL 1H	ENERVEST OPERATING, LLC	PRD	MADISON	94.504581%	71.238709%	0.000000%
4231330969	HOLWAY 1H	GULF BEND RESOURCES, LLC	PRD	MADISON	0.000000%	0.000000%	0.032517%
4231330992	HOWARD-PIERCE 1H	ENERVEST OPERATING, LLC	DRILLING	MADISON	100.000000%	76.413157%	0.000000%
4231330935	LONG HOLLOW 1 RE	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	75.000000%	0.000000%
4231330972	WATSON-HOWARD 1H	ENERVEST OPERATING, LLC	PRD	MADISON	100.000000%	76.200744%	0.000000%

End of Exhibit B

Exhibit B
Page 1 of 1

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
records of Brazos County, Texas

Thereby certify, on

01-21-14 *APB*



Karen McQueen

County Clerk
Brazos County, Texas

41013



**STATE OF TEXAS
COUNTY OF BRAZOS**

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

01-21-14

Karen M. Pinner
County Clerk
Brazos County, Texas

Exhibit C

Attached to and made a part of Assignment, Bill of Sale and Conveyance between
EnerVest Energy Institutional Fund XII-A, L.P., et al, as Assignor
and
Vess Texas Partners II, LLC, et al, as Assignee,
effective September 1, 2013

Part I. Surface Contracts

Ref No.	Property	Agreement	Grantor	Grantee	Date	Book	Page	County
AAM1.WATER	ANN ADAMS MELVIN 1H	WATER PURCHASE AGREEMENT (EXPIRED)	ESTATE OF MARGARET ANN ADAMS MELVIN	ENDEAVOR NATURAL GAS II, LLC	08/12/11	-	-	BRAZOS
AAM1.ROW1	ANN ADAMS MELVIN 1H	PIPELINE TRANSPORTATION AGREEMENT	GEORGE A. RICHARDSON	ENDEAVOR NATURAL GAS II, LLC	03/11/11	-	-	BRAZOS
AAM1.ROW2	ANN ADAMS MELVIN 1H	PIPELINE RIGHT OF WAY AGREEMENT	MATEO ORTA AND JOE M. ORTA	ENDEAVOR NATURAL GAS II, LLC	11/11/11	10495	263	BRAZOS
AAM1.ROW3	ANN ADAMS MELVIN 1H	PIPELINE RIGHT OF WAY AGREEMENT	ADAM AND KELI LONG	ENDEAVOR NATURAL GAS II, LLC	10/20/11	10987	104	BRAZOS
AAM2.SUR	ANN ADAMS MELVIN 2H	SURFACE DAMAGES PAYMENT	ESTATE OF MARGARET ANN ADAMS MELVIN	ENERVEST OPERATING, LLC	02/20/12	-	-	BRAZOS
AAM2.ROW	ANN ADAMS MELVIN 2H	SUBSURFACE BORING AGREEMENT - MELVIN 2H	ESTATE OF MARGARET ANN ADAMS MELVIN	ENERVEST OPERATING, LLC	06/14/12	-	-	BRAZOS
LL1.WATER	LOTT-LEE 1H	RECEIPT AND RELEASE - TEMPORARY WATER LINE (EXPIRED)	ROGER ADAMS	ENDEAVOR NATURAL GAS II, LLC	10/19/11	-	-	BRAZOS
LL1.ROW1	LOTT-LEE 1H	GAS LINE RIGHT OF WAY AGREEMENT	GEORGE A. RICHARDSON	ENDEAVOR NATURAL GAS II, LLC	10/04/11	10495	89	BRAZOS
LL1.ROW2	LOTT-LEE 1H	EASEMENT	JOE M. ORTA	ENDEAVOR NATURAL GAS II, LLC	07/19/11	-	-	BRAZOS
LL1.ROW3	LOTT-LEE 1H	EASEMENT	MATEO ORTA	ENDEAVOR NATURAL GAS II, LLC	07/19/11	-	-	BRAZOS
LL1.ROW4	LOTT-LEE 1H	RECEIPT AND RELEASE	MATEO ORTA AND JOE M. ORTA	ENDEAVOR NATURAL GAS II, LLC	07/23/11	-	-	BRAZOS
LW1.ROW	LOTT-WILSON 1H	PIPELINE RIGHT OF WAY AGREEMENT	JAMES D. WILSON, JR., INDIV. AND TTEE	ENERVEST OPERATING, LLC	11/30/12	11187	293	BRAZOS
LW1.SUR	LOTT-WILSON 1H	SURFACE USE AND SUBSURFACE EASEMENT AGREEMENT	GARY L. AND NATALIE R. DOUCETTE	ENERVEST OPERATING, LLC	07/10/12	-	-	BRAZOS
TBL1.SUR	TB LYNE 1H	SURFACE DAMAGES AND RELEASE	THOMAS BARRET LYNE, JR.	ENERVEST OPERATING, LLC	04/24/12	-	-	BRAZOS
TBL1.WATER	TB LYNE 1H	LETTER AGREEMENT - WATER RECYCLING PROJECT	ENERVEST OPERATING, LLC	THOMAS BARRET LYNE, JR.	10/17/12	-	-	BRAZOS
WP1.WATER	WILSON-PAYNE 1H	LETTER AGREEMENT (EXPIRED)	JERRY E. WALL, ET UX	ENERVEST OPERATING, LLC	01/11/13	-	-	BRAZOS
WP1.SUR.1A	WILSON-PAYNE 1H	LETTER AGREEMENT	JAMES D. WILSON, JR.	ENERVEST OPERATING, LLC	11/30/12	-	-	BRAZOS
WP1.SUR.1B	WILSON-PAYNE 1H	AMENDMENT TO LETTER AGREEMENT	JAMES D. WILSON, JR.	ENERVEST OPERATING, LLC	12/07/12	-	-	BRAZOS
S1.SUR1	STRAKE 1H	LETTER AGREEMENT	TEX BAR RANCH, LTD.	ENERVEST OPERATING, LLC	10/26/12	-	-	GRIMES
S1.SUR2	STRAKE 1H	SURFACE DAMAGES AND RELEASE AGREEMENT	TEX BAR RANCH, LTD.	ENERVEST OPERATING, LLC	03/12/13	-	-	GRIMES
TBR1.SUR	TEX BAR RANCH LTD 1H	SURFACE DAMAGES AND RELEASE AGREEMENT	TEX BAR RANCH, LTD.	MARLIN PRODUCTION COMPANY, LP	10/30/12	-	-	GRIMES
B1.WATER	BARRETT 1H	WATER PURCHASE AGREEMENT (EXPIRED)	URSULA LUSK INVESTMENTS, LTD.	ENDEAVOR NATURAL GAS II, LLC	06/17/11	-	-	MADISON
B1.ROW1	BARRETT 1H	TEMPORARY PIPELINE EASEMENT	ANNIE C. RASCO	ENDEAVOR NATURAL GAS II, LLC	06/13/11	-	-	MADISON
B1.ROW2	BARRETT 1H	PIPELINE RIGHT OF WAY AGREEMENT	BARBARA L. WILSON	ENDEAVOR NATURAL GAS II, LLC	08/17/11	1104	294	MADISON
B1.ROW3	BARRETT 1H	PIPELINE RIGHT OF WAY AGREEMENT	TRAVIS F. HIBBETS, JR.	ENDEAVOR NATURAL GAS II, LLC	08/17/11	1104	287	MADISON
B1.ROW4	BARRETT 1H	RIGHT OF WAY RECEIPT AND RELEASE	JAMES AND MILDRED GASKIN	ENDEAVOR NATURAL GAS II, LLC	04/05/11	-	-	MADISON
B1.SUR	BARRETT 1H	SURFACE DAMAGES AND RELEASE	ANNIE LORENE GUSTINE ESTATE	ENDEAVOR NATURAL GAS II, LLC	11/15/11	-	-	MADISON
B1.ROWS	BARRETT 1H	ROAD MAINTENANCE AGREEMENT - BARRETT 1H LEASE ROAD	ENERVEST OPERATING, LLC	WOODBINE ACQUISITION, LLC	4/1/2013	-	-	MADISON
BM1.SUR	BARRETT-MARKS 1H	SURFACE DAMAGES ACKNOWLEDGEMENT	ENNIS MARIE BARRETT FAMILY TRUST	ENERVEST OPERATING, LLC	02/05/13	-	-	MADISON
EB.ROW	ELLWOOD BARRETT	GATHERING PIPELINES APPROVAL	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS EXPL & PROD, LLC	08/02/11	-	-	MADISON
EB.SUR	ELLWOOD BARRETT	SURFACE DAMAGES AGREEMENT	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS EXPL & PROD, LLC	05/01/11	-	-	MADISON
EB.WATER	ELLWOOD BARRETT	SURFACE DAMAGES AND RELEASE - WATER TANK	ENNIS MARIE BARRETT FAMILY TRUST	ENERVEST OPERATING, LLC	06/18/13	-	-	MADISON
G1.SUR	GALL 1H	SURFACE USE AND SUBSURFACE EASEMENT AGREEMENT	ENERVEST OPERATING, LLC	ENERVEST OPERATING, LLC	02/01/13	-	-	MADISON
HP1.SUR	HOWARD-PIERCE 1H	SURFACE DAMAGES AND RELEASE	JAKE COLE HOWARD, INDIV. AND TTEE	ENERVEST OPERATING, LLC	05/30/12	-	-	MADISON
LH1.SUR	LONG HOLLOW 1 RE	SURFACE DAMAGES AND RELEASE	JAKE COLE HOWARD, INDIV. AND TTEE	ENERVEST OPERATING, LLC	12/07/12	-	-	MADISON
WH1.SUR1	WATSON HOWARD 1H	LETTER AGREEMENT	JOHN P. WATSON, ET UX	ENERVEST OPERATING, LLC	01/15/13	-	-	MADISON
WH1.SUR2	WATSON HOWARD 1H	SURFACE USE AND SUBSURFACE EASEMENT AGREEMENT	JOHN P. WATSON, ET UX	ENERVEST OPERATING, LLC	01/15/13	-	-	MADISON

Part II. Applicable Contracts

Ref No.	Property	Contract Type	Parties		Contract Date	Book	Page	County
			By	Between				
J046	ANN ADAMS MELVIN	JOA (INACTIVE - AAM1.ASGMT4, ASGMT5)	ENDEAVOR NATURAL GAS II, LLC	PETRO TEXAS, LLC	11/02/10	-	-	BRAZOS
AAM1.PA1	ANN ADAMS MELVIN	PARTICIPATION AGREEMENT	PETRO TEXAS, LLC	ENDEAVOR NATURAL GAS II, LLC	11/02/10	-	-	BRAZOS
AAM1.ASGMT1	ANN ADAMS MELVIN 1H	ASSIGNMENT OF WELL BORE INTEREST	PETRO TEXAS, LLC	CLINT SEIDEL	01/28/11	10056	23	BRAZOS



STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

01-21-14 *MMB*

Karen M. Pinner
County Clerk
Brazos County, Texas

Ref No.	Property	Contract Type	Parties		Contract Date	Book	Page	County
			By	Between				
AAM1.ASGMT2	ANN ADAMS MELVIN 1H	STIPULATION OF INTEREST	PETRO TEXAS, LLC	CLINT SEIDEL	01/28/11	10171	92	BRAZOS
AAM1.ASGMT3	ANN ADAMS MELVIN 1H	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	10056	154	BRAZOS
AAM1.ASGMT4	ANN ADAMS MELVIN 1H	CONVEYANCE	PETRO TEXAS, LLC	EV ENERGY INSTTT. FUND XII-A, ET AL	10/01/11	10554	138	BRAZOS
AAM1.ASGMT5	ANN ADAMS MELVIN 1H	CONVEYANCE	CLINTON SEIDEL	EV ENERGY INSTTT. FUND XII-A, ET AL	10/01/11	10554	109	BRAZOS
AAM1.LA1	ANN ADAMS MELVIN 1H	AGREEMENT REGARDING LESSOR'S ROYALTY	ENDEAVOR NATURAL GAS II, LLC	ANN ADAMS MELVIN ESTATE	01/26/11	10090	127	BRAZOS
AAM1.DOU	ANN ADAMS MELVIN 1H	DECLARATION OF UNIT	ENDEAVOR NATURAL GAS II, LLC	-	02/16/11	10056	157	BRAZOS
AAM2.LA1	ANN ADAMS MELVIN 2H	LETTER OF INTENT	UNIT PETROLEUM COMPANY, ET AL	ENDEAVOR NATURAL GAS II, LLC	01/23/12	-	-	BRAZOS
AAM2.ASGMT1	ANN ADAMS MELVIN 2H	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	01/25/12	10510	74	BRAZOS
AAM2.LA2	ANN ADAMS MELVIN 2H	CONSENT TO POOL	ENERVEST OPERATING, LLC	ANN ADAMS MELVIN ESTATE	02/03/12	-	-	BRAZOS
AAM2.LA3	ANN ADAMS MELVIN 2H	LETTER AGREEMENT	ENERVEST OPERATING, LLC	ANN ADAMS MELVIN ESTATE	02/07/12	-	-	BRAZOS
AAM2.DOU	ANN ADAMS MELVIN 2H	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	03/22/12	10618	61	BRAZOS
JOA1	LOTT-LEE	JOINT OPERATING AGREEMENT	ENDEAVOR NATURAL GAS II, LLC	WOODBINE ACQUISITION, LLC	05/12/11	-	-	BRAZOS
LW1.ASGMT1	LOTT-WILSON 1H	PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE	FOREST OIL CORPORATION	EV ENERGY INSTTT. FUND XII-A, ET AL	09/01/12	10966	178	BRAZOS
LW1.FO1	LOTT-WILSON 1H	FARMOUT AGREEMENT	VOC BRAZOS ENERGY PARTNERS, LP	EV ENERGY INSTTT. FUND XII-A, ET AL	10/03/12	-	-	BRAZOS
JOA2	LOTT-WILSON 1H	JOINT OPERATING AGREEMENT	ENERVEST OPERATING, LLC	WOODBINE ACQUISITION, LLC	07/01/12	-	-	BRAZOS
LW1.DOU	LOTT-WILSON 1H	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	10/01/12	10976	49	BRAZOS
MA1.LA1	MARTIN ANTHONY	LETTER OF INTENT	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	08/02/11	-	-	BRAZOS
MA1.ASGMT1	MARTIN ANTHONY	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	08/16/11	10326	210	BRAZOS
WP1.LA1	WILSON-PAYNE	LETTER AGREEMENT	FOREST OIL CORPORATION	ENERVEST OPERATING, LLC	11/15/12	-	-	BRAZOS
WP1.LA2	WILSON-PAYNE	LETTER AGREEMENT	VOC BRAZOS ENERGY PARTNERS, LP	ENERVEST OPERATING, LLC	11/15/12	-	-	BRAZOS
WP1.ASGMT1	WILSON-PAYNE	PARTIAL ASSIGNMENT	JAYSIM ENERGY, LLC	EV ENERGY INSTTT. FUND XII-A, ET AL	01/01/13	11146	192	BRAZOS
JOA3	WILSON-PAYNE	JOINT OPERATING AGREEMENT	ENERVEST OPERATING, LLC	VOC BRAZOS ENERGY PARTNERS, LP	08/01/12	-	-	BRAZOS
WP1.DOU	WILSON-PAYNE	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	01/01/13	11146	179	BRAZOS
SL.ASGMT1	STRAKE 1H	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTTT. FUND XII-A, ET AL	10/01/11	1454	227	GRIMES
SL.ASGMT2	STRAKE 1H	ASSIGNMENT OF OIL, GAS AND MINERAL LEASES	EV ENERGY INSTTT. FUND XI-A, LP, ET AL	EV ENERGY INSTTT. FUND XII-A, ET AL	06/06/12	1468	825	GRIMES
SL.ASGMT3	STRAKE 1H	ASSIGNMENT OF OIL AND GAS LEASE	FRONTIER MINERALS, LC	EV ENERGY INSTTT. FUND XII-A, ET AL	03/01/13	1266	219	MADISON
SL.DOU	STRAKE 1H	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	05/01/13	1462	481	GRIMES
TBR1.PA1	TEX BAR RANCH LTD	PARTICIPATION AGREEMENT	MARLIN RESOURCES, LLC	ENERVEST OPERATING, LLC	08/15/12	-	-	GRIMES
JOA4.1	TEX BAR RANCH LTD	JOINT OPERATING AGREEMENT	MARLIN RESOURCES, LLC	ENERVEST OPERATING, LLC	08/15/12	-	-	GRIMES
JOA4.2	TEX BAR RANCH LTD	LETTER AGREEMENT - AMENDMENT OF JOA	ENERVEST OPERATING, LLC	MARLIN RESOURCES, LLC	03/01/13	-	-	GRIMES
TBR1.DOU	TEX BAR RANCH LTD	DECLARATION OF UNIT	MARLIN RESOURCES, LLC	EV ENERGY INSTTT. FUND XII-A, ET AL	02/01/13	1451	735	GRIMES
JOA7	BARRETT 1H	JOINT OPERATING AGREEMENT (INACTIVE - B1.ASGMT4)	ENDEAVOR NATURAL GAS II, LLC	CALBRI ENERGY	05/01/11	-	-	MADISON
B1.ASGMT1	BARRETT 1H	ASSIGNMENT OF OIL AND GAS LEASES	ENDEAVOR NATURAL GAS II, LLC	CALBRI ENERGY	11/09/11	1120	36	MADISON
B1.ASGMT2	BARRETT 1H	ASSIGNMENT OF OIL AND GAS LEASES	JOHN C. CLARK	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1083	333	MADISON
B1.ASGMT3	BARRETT 1H	ASSIGNMENT OF OIL AND GAS LEASES	JOHN C. CLARK	ENDEAVOR NATURAL GAS II, LLC	04/25/11	1112	233	MADISON
B1.ASGMT4	BARRETT 1H	CONVEYANCE	CALBRI ENERGY, INC.	EV ENERGY INSTTT. FUND XII-A, ET AL	10/01/11	1143	231	MADISON
B1.DOU.1A	BARRETT 1H	DECLARATION OF UNIT	ENDEAVOR NATURAL GAS II, LLC	-	05/01/11	1101	268	MADISON
B1.DOU.1B	BARRETT 1H	AMENDMENT TO UNIT DESIGNATION	ENDEAVOR NATURAL GAS II, LLC	-	05/01/11	1119	331	MADISON
BM1.SUBLEASE.1A	BARRETT-MARKS 1H	SUBLEASE AGREEMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	11/30/11	-	-	MADISON
BM1.ASGMT1	BARRETT-MARKS 1H	PARTIAL ASSIGNMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	12/01/11	1135	340	MADISON
BM1.SUBLEASE.1B	BARRETT-MARKS 1H	AMENDMENT TO SUBLEASE AGREEMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	04/20/12	-	-	MADISON
BM1.SUBLEASE.1C	BARRETT-MARKS 1H	AMENDMENT TO SUBLEASE AGREEMENT	MANITI EQUITY PARTNERS, LP	ENERVEST OPERATING, LLC	02/12/13	-	-	MADISON
BM1.DOU	BARRETT-MARKS 1H	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	11/01/12	1219	1	MADISON
EB.LA3	ELLWOOD BARRETT	LIQUIDATED DAMAGES AGREEMENT	ENNIS MARIE BARRETT FAMILY TRUST	FAIRWAYS E&P, LLC	05/01/11	-	-	MADISON
EB.SUBLEASE	ELLWOOD BARRETT	SUBLEASE AGREEMENT	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	04/01/11	-	-	MADISON
EB.ASGMT1	ELLWOOD BARRETT	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	FAIRWAYS E&P, LLC	04/18/11	1099	22	MADISON
EB.ASGMT2	ELLWOOD BARRETT	ASSIGNMENT OF OVERRIDING ROYALTY INTEREST	FAIRWAYS E&P, LLC	ELLWOOD T. BARRETT II	05/20/11	1161	122	MADISON
EB.ASGMT3	ELLWOOD BARRETT	ASSIGNMENT OF OVERRIDING ROYALTY INTEREST	FAIRWAYS E&P, LLC	ELLWOOD T. BARRETT	05/20/11	1161	125	MADISON
EB.DOU.1A	ELLWOOD BARRETT	DECLARATION OF UNIT	FAIRWAYS E&P, LLC	-	05/20/11	1120	151	MADISON
EB.DOU.1B	ELLWOOD BARRETT	DECLARATION OF UNIT	FAIRWAYS E&P, LLC	-	05/20/11	1120	186	MADISON
G1.LA	GALL 1H	CONSENT TO POOL	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	WOODWAY FINANCIAL ADVISORS, TTEE, ET	03/01/13	1264	251	MADISON
JOA5	GALL 1H	JOINT OPERATING AGREEMENT	ENERVEST OPERATING, LLC	ENERGY & EXPLORATION PTNRS, LP	02/01/13	-	-	MADISON
G1.DOU	GALL 1H	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	03/01/13	1251	150	MADISON
JOA8	SULLY 1H	JOINT OPERATING AGREEMENT	EOG RESOURCES, INC.	ENERVEST OPERATING, LLC	09/01/13	-	-	MADISON
WH1.DOU	WATSON-HOWARD 1H	DECLARATION OF UNIT	EV ENERGY INSTTT. FUND XII-A, LP, ET AL	-	02/01/13	1241	74	MADISON
GEN.ASGMT.1A	-	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	1403	577	GRIMES
GEN.ASGMT.1B	-	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	10497	111	BRAZOS
GEN.ASGMT.1C	-	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	ENDEAVOR NATURAL GAS II, LLC	RICHARD C. JENNER, ET AL	11/15/10	1131	96	MADISON



**STATE OF TEXAS
COUNTY OF BRAZOS**

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

01-21-14

Karen M. Quinn
County Clerk
Brazos County, Texas

Ref No.	Property	Contract Type	Parties		Contract Date	Book	Page	County
			By	Between				
GEN.ABOS.1A	-	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	1405	394	GRIMES
GEN.ABOS.1B	-	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	10519	28	BRAZOS
GEN.ABOS.1C	-	ASSIGNMENT AND BILL OF SALE	ENDEAVOR NATURAL GAS II, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	10/01/11	1135	6	MADISON
GEN.ABOS.2	-	CONVEYANCE	WEBER ENERGY CORPORATION	EV ENERGY INSTIT. FUND XII-A, ET AL	03/28/12	1152	1	MADISON
GEN.ABOS.3	-	ASSIGNMENT AND BILL OF SALE	FAIRWAYS E&P, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	05/01/12	1162	132	MADISON
EOG.ASGMT	-	PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	EOG RESOURCES, INC.	08/01/12	-	-	MADISON
GULF BEND 1	-	OFFER TO PURCHASE	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	GULF BEND RESOURCES, LLC	12/18/12	-	-	MADISON
GULF BEND 2	-	LETTER AGREEMENT	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	GULF BEND RESOURCES, LLC	01/02/13	-	-	MADISON
GULF BEND 3	-	ASSIGNMENT WITH RESERVATION	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	GULF BEND RESOURCES, LLC	01/01/13	1230	10	MADISON
GULF BEND 4	-	PARTIAL RELEASE OF LIEN	WELLS FARGO BANK	-	02/12/13	1257	66	MADISON
EXCLA1	-	LETTER OF INTENT	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	09/13/11	-	-	MADISON
EXC.ASGMT1	-	PARTIAL ASSIGNMENT OF OIL AND GAS LEASE	UNIT PETROLEUM COMPANY	ENDEAVOR NATURAL GAS II, LLC	09/21/11	1112	70	MADISON
EXC.ASGMT2	-	ASSIGNMENT OF OIL AND GAS LEASES	ENDEAVOR NATURAL GAS, LP	ENDEAVOR NATURAL GAS II, LLC	11/10/11	1119	334	MADISON
EXC.ASGMT	-	EXCHANGE AGREEMENT	WOODBINE ACQUISITION, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	08/31/12	-	-	MADISON
EXC.ASGMT3	-	ASSIGNMENT OF OIL AND GAS LEASES	WOODBINE ACQUISITION, LLC	EV ENERGY INSTIT. FUND XII-A, ET AL	08/01/12	1200	95	MADISON
EXC.ASGMT4	-	ASSIGNMENT OF OIL AND GAS LEASES	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	EV ENERGY INSTIT. FUND XII-A, ET AL	06/08/12	1200	90	MADISON
EXC.ASGMT5	-	ASSIGNMENT OF OIL AND GAS LEASES	EV ENERGY INSTIT. FUND XI-A, LP, ET AL	WOODBINE ACQUISITION, LLC	08/01/12	1240	202	MADISON
9258-100	-	GAS PURCHASE CONTRACT	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	08/01/11	-	-	ALL
9258-103	-	ITC TO GAS PURCHASE CONTRACT	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	11/01/12	-	-	ALL
9258-103 VILA.1	-	AMENDED AND RESTATED VOLUME INDEMNITY LA	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	01/03/13	-	-	ALL
9258-103 VILA.2	-	SECOND AMENDED AND RESTATED VOLUME INDEMNITY LA	ENERVEST OPERATING, LLC	ETC TEXAS PIPELINE, LTD.	10/29/13	-	-	ALL
9167-100	-	GAS PURCHASE AND GAS PROCESSING CONTRACT	ETC TEXAS PIPELINE, LTD.	UPSTREAM ENERGY SERVICES, LP	08/01/11	-	-	MADISON
9167-102	-	ITC TO GAS PURCHASE CONTRACT	UPSTREAM ENERGY SERVICES, LP	ETC TEXAS PIPELINE, LTD.	08/01/11	-	-	MADISON
CA	-	COMMITMENT AGREEMENT	UPSTREAM ENERGY SERVICES, LP	FAIRWAYS E&P, LLC	08/01/11	-	-	MADISON
MARK 5A	-	NATURAL GAS MARKETING, TRANS. & PROCESSING AGENCY AGMT	UPSTREAM ENERGY SERVICES, LP	FAIRWAYS E&P, LLC	09/01/11	-	-	MADISON
GLA	-	BASE GAS LIFT AGREEMENT	ETC TEXAS PIPELINE, LTD.	FAIRWAYS E&P, LLC	07/21/11	-	-	MADISON
40725	-	GAS PURCHASE AND MARKETING AGREEMENT	NAVASOTA PIPELINE COMPANY, LLC	ENDEAVOR NATURAL GAS, LP	07/01/11	-	-	MADISON
511791.1A	-	CRUDE OIL PURCHASE AGREEMENT	SUNOCO PARTNERS MKTG. & TERMINALS LP	ENERVEST OPERATING, LLC	03/01/11	-	-	ALL
511791.1B	-	AMENDMENT TO CRUDE OIL PURCHASE AGREEMENT	SUNOCO PARTNERS MKTG. & TERMINALS LP	ENERVEST OPERATING, LLC	04/01/12	-	-	ALL
511791.1C	-	AMENDMENT TO CRUDE OIL PURCHASE AGREEMENT	SUNOCO PARTNERS MKTG. & TERMINALS LP	ENERVEST OPERATING, LLC	04/01/13	-	-	ALL
4646	ANN ADAMS MELVIN 2H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	BRAZOS
14256	BARRETT 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	07/18/12	-	-	MADISON
2111967	BARRETT-MARKS 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	12/04/12	-	-	MADISON
232866	ELLWOOD BARRETT 3H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	12/04/12	-	-	MADISON
118927-14703	GALL 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	MADISON
62832-249306	LONG HOLLOW 1 RE	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	05/30/13	-	-	MADISON
14301	LOTT-WILSON 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	10/16/12	-	-	BRAZOS
201245	TB LYNE 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	BRAZOS
80446	STRAKE 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	03/20/13	-	-	GRIMES
902877	TEX BAR RANCH LTD 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	01/11/13	-	-	GRIMES
93893	WATSON-HOWARD 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	TRANSFER	-	-	MADISON
231075	WILSON-PAYNE 1H	COMPRESSOR RENTAL AGREEMENT	ENERVEST OPERATING, LLC	EXTERRAN, INC, ET AL	01/16/13	-	-	BRAZOS

End of Exhibit C

Filed for Record in:
BRAZOS COUNTY

On: Dec 20, 2013 at 12:49P

As a
Recording

Document Number: 01179547

Amount 116.00

Receipt Number - 494432

By:
Amber Moehlman

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Dec 20, 2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
records of Brazos County, Texas

Thereby certify, on 01-21-14 JPB



Karen McQueen
County Clerk
Brazos County, Texas

41013



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 10, 2015

Ms. Denise Speer
EnerVest
1001 Fannin Street, Suite 800
Houston, TX 77002

RE: Consent to assign request – MF 112784, MF 111936, MF 113874

Dear Ms. Speer:

We hereby acknowledge receipt of your letters dated November 20, 2013, regarding the above referenced leases requesting the General Land Office's ("GLO") consent to assign EnerVest's interest in the lease to Vess Texas Partners II, LLC and VOC Brazos Energy Partners II, L.P.

The GLO interprets the assignment language in the leases to limit the transfer of obligations only when there are actual liabilities incurred under the lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the leases may be transferred at any time without the written consent of the Commissioner. Accordingly, we will accept for filing a certified copy of the assignment to Vess Texas Partners and VOC Brazos Energy Partners as described in the letters. The filing fee for the assignment will be \$25.00 per state lease.

Yours truly,

Jennifer Klein
General Land Office
Energy Resources, Mineral Leasing



VIA CERTIFIED MAIL – RETURN RECEIPT
7002-0860-0005-2140-8935

November 20, 2013

MR. J. DARYL MORGAN, CPL
TEXAS GLO - ENERGY RESOURCES DIVISION
STEPHEN F. AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN, TX 78701-1495

RE: Consent to Assign
M-111936, GLO Unit: Ann Adams Melvin Unit
EV Lease No. TX253-BRA013-000
BRAZOS County, Texas

Dear Sir or Madam,

EnerVest Energy Institutional Fund XII-A, L.P., EnerVest Energy Institutional Fund XII-WIB, L.P., and EnerVest Energy Institutional Fund XII-WIC, L.P. (collectively referred to herein as "EnerVest") are the owners of the following described oil, gas and mineral lease ("Lease") in which you are Lessor:

LESSOR	LESSEE	DATE	VOLUME	PAGE
STATE OF TEXAS M-111936	ENDEAVOR NATURAL GAS II, LLC	12/7/2010	10019	188

Pursuant to Paragraph 13 of the above described Lease, EnerVest respectfully requests your written consent to make an assignment of all its right, title and interest in the Lease to the following parties:

Vess Texas Partners II, LLC
2100 McKinney Avenue, Suite 1750
Dallas, Texas 75201

VOC Brazos Energy Partners II, L.P.
2100 McKinney Avenue, Suite 1750
Dallas, Texas 75201

Please indicate your consent to assign by signing in the space provided below and returning one signed original to my attention in the enclosed pre-paid envelope. Additionally, a signed copy may be sent via e-mail to dojeda@enervest.net or via fax at 713-615-7761. Please do not hesitate to call me at 713-495-5319 with any questions or concerns.

Sincerely,

Denise Ojeda Speer
Landman

I, _____, as _____ of the General Land Office, as Lessor hereby consent to EnerVest's assignment of the above described Lease.

Date

File No. MF 111936 JS
consent to Assign ~~_____~~

Date Filed: 6-10-15

By George P. Bush, Commissioner
JK

11.55.13



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 24, 2015

Brian Gaudreau
Vess Oil Corp.
1700 N Waterfront Pkwy Bldg 500
Wichita, KX 67206-6619

Re: State Lease No. MF111936 (Unit 4892) Ann Adams Melvin Unit 1H

Dear Mr. Gaudreau:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. The Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

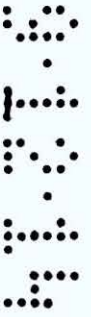
Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

Vess Oil Corp.-Brazos II Rev. Dist.
c/o MV Purchasing, LLC
8301 East 21st Street, Ste 370
Wichita, KS 67206

MF 111936
Unit 4892

GAS DIVISION ORDER

09/03/2014



STATE OF TEXAS
GENERAL LAND OFFICE
PO BOX 12873
AUSTIN, TX 78711-2873

Owner Number: 74497
Type of Interest: R
Decimal Interest: 0.00238281 ✓

Property #: 6005
Property Name: ANN ADAMS MELVIN UNIT 1H
Effective Date: 09/01/2014
Operator: Vess Oil Corporation

Legal Description: 320 Acres, more or less, out of the H.R. Cartmell Survey, A-88, Brazos Co., TX and being same land described in Declaration of Pooled Unit, effective February 16, 2011, recorded in Vol. 10056, Page 157.

Production: GAS: Y LIQ: Y

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above.

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests as set above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order.

PAYMENTS: From the effective date, payments are to be made by checks of payor, its successors or assigns, based on this division of interest, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$50 will be accrued before disbursement until the total amount equals \$50 or more, or December 31 of each year, whichever occurs first. Owner agrees to refund payor any amounts attributable to an interest or part of an interest that owner does not own.

INDEMNITY: The owner agrees to indemnify and hold payor, its successors and assigns, and its agents, servants and employees harmless from all liability resulting from payments made to the owner in accordance with said division of interest, including but not limited to, attorney fees or judgments in connection with any suit that affects the owner's interest in which payor is made a party.

DISPUTES-WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

DEFAULT: If a working interest owner is in default in the payment of its share of the lease expenses, operator of the above lease, may withhold payment of any monies due the undersigned until operator has recovered all monies it is due for lease expenses.

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 Number(s): Daytime Phone:

Witness Signature: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 30.5% tax withholding and will not be refundable by Payor.

File No. MF 1119.36.01.01

Division Order

Date Filed: 8-24-2015

Jerry E. Patterson, Commissioner

By VW



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 15, 2019

Kasey Klimitched, Landman
Vess Oil Corporation
2100 McKinney Ave, Ste 1750
Dallas, TX 75201

Re: Consent to Assign – MF111936 & MF113874 Brazos County;
MF112784 Madison County

Dear Ms. Klimitched:

We hereby acknowledge receipt of your email dated November 8, 2019, regarding the above referenced lease(s). You requested the General Land Office ("GLO") consent to assign an interest in the lease(s) from Vess Texas Partners II, LLC and VOC Brazos Energy Partners II, LP to VCP Energy Resources, LLC.

The GLO interprets the assignment language in each lease to limit the transfer of obligations only when there are actual liabilities under each lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the lease(s) may be transferred at any time without written consent of the Commissioner.

Accordingly, we will accept for filing a certified copy of the Assignment. The filing fee for an assignment is \$25.00 per lease. Absent an existing liability owed to the state, the assignee shall succeed to the rights and obligations under the lease.

Best regards,

Carl Bonn, CPL
Mineral Leasing
Office: (512) 463-5407
Email: carl.bonn@glo.texas.gov



VESS OIL CORPORATION

November 8, 2019

Commissioner of the General Land Office
ID 12331026554
1700 North Congress Avenue
Austin, TX 78701

Re: Request for Consent to Assign
Brazos and Madison County, Texas

To Whom It May Concern,

Vess Texas Partners II, LLC and VOC Brazos Energy Partners II, LP (collectively "Vess") is the current Lessee of the oil and gas leases listed on the attached Consent Schedule (the "Leases"), and Vess has entered into an agreement to assign a portion of its interests to an affiliate, VCP Energy Resources, LLC ("VCP"), whose mailing address is 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201. In accordance with the terms and conditions of the Leases, Vess is hereby respectfully requesting consent of assignment to its affiliate.

Please note that Vess Oil Corporation will remain as Operator on behalf of Vess. Please indicate your consent to the assignment from Vess to VCP by executing in the space provided on the attached Consent Schedule and returning one (1) copy of same by mail to Vess in the enclosed self-addressed stamped envelope, or by emailing an image to kklimitchek@vessoil.com.

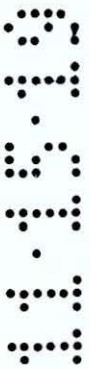
Should you have any questions regarding this matter, please feel free to contact me at 214-347-7695. Thank you in advance for your prompt attention and assistance in this matter.

Sincerely,

Vess Texas Partners II, LLC
VOC Brazos Energy Partners II, LP

Kasey Klimitchek
Landman

Consent Schedule



- M-111936 Oil and Gas Lease dated December 7, 2010, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Endeavor Natural Gas II, LLC, as Lessee, recorded in Volume 10019, Page 188, in the Official Public Records of Brazos County, Texas.
- M-113874 Oil and Gas Lease dated March 1, 2012, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and EnerVest Operating, L.L.C., as Lessee, recorded in Volume 10743, Page 185, in the Official Public Records of Brazos County, Texas.
- M-112784 Oil and Gas Lease dated June 7, 2011, between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Endeavor Natural Gas II, LLC, as Lessee, recorded in Volume 1114, Page 237, in the Official Public Records of Madison County, Texas.

The undersigned hereby grants consent to the assignment from Vess Texas Partners II, LLC and VOC Brazos Energy Partners II, LP to VCP Energy Resources, LLC.

COMMISSIONER OF THE GENERAL LAND OFFICE

By: _____

Name: _____

Title: _____

File No. MF-11936
Consent to Adm

Date Filed: 11-15-18
George P. Bush, Commissioner

By: [Signature]

11.12.18



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 10559

GENERAL INFORMATION

Name of Well: Madison (Allocation) # 1H
 Name of Operator: MD America Energy
 Operator Contact Person: Robert L. Carter
 Counties: Madison & Brazos

API # 42-313-31370
 RRC # 03-845504
 Phone: 817-288-4888

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease	
UR	6357/MF115477	9714.52	2617.88	0.00197137	0.25000000	0.00212499	0.00053125	
UR	6358/MF115476	9714.52	616.3	0.00278291	0.25000000	0.00070620	0.00017655	
UR	4892/MF111936	9714.52	825.39	0.00238283	0.25000000	0.00080982	0.00020246	
UR	5355/MF113874	9714.52	1645.08	0.00147813	0.25000000	0.00100124	0.00025031	
Totals:						0.00464226	0.00116056	
Effective Date:	6/29/2019	CORRECTED					State Net Royalty Revenue in Well	

Name of Production Sharing Agreement, if any:

Comments:

- iNut crosses Units 6357, 6358, 4892 and 5355. Well spud 6/29/2019. Final plat received 1/17/2020.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: [Signature] Alamo updated by: [Signature] WI updated by: [Signature]
 RAM approval by: [Signature] GIS updated by: [Signature]

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

INU200001

Unit Number 10559
Operator Name MD America Energy, LLC
Customer ID C000052134
Unit Name Madison (Allocation) # 1H
County 1 Brazos *RRC District 1* 03
County 2 Madison *RRC District 2* 03
County 3 *RRC District 3*
County 4 *RRC District 4*
Unit type iNut
State Net Revenue Interest Oil 0.00116056
State Part in Unit 0.00464226
Unit Depth Allow All Depths
From Depth
To Depth
Well
Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 06/29/2019
Unitized For Oil And Gas
Unit Term
Old Unit Number *Inactive Status Date*

Corrected

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111936		0.000000	0.000000	0.00080982	O/G	0.25000000	0.00020246	No
MF113874		0.000000	0.000000	0.00100124	O/G	0.25000000	0.00025031	No
MF115476		0.000000	0.000000	0.00070620	O/G	0.25000000	0.00017655	No
MF115477		0.000000	0.000000	0.00212499	O/G	0.25000000	0.00053125	No



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 10559

GENERAL INFORMATION

Name of Well: Madison (Allocation) # 1H
 Name of Operator: MD America Energy
 Operator Contact Person: Robert L. Carter
 Counties: Madison & Brazos

API # 42-313-31370
 RRC # 03-845504
 Phone: 817-288-4888

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
UR	6357/MF115477	9714.52	2617.88	0.00197137	0.25000000	0.00212499	0.00053125
UR	6358/MF115476	9714.52	616.3	0.00281424	0.25000000	0.00071415	0.00017854
UR	7057/MF116873	9714.52	1500.3	0.00125592	0.25000000	0.00077585	0.00019396
UR	4892/MF111936	9714.52	825.39	0.00238283	0.25000000	0.00080982	0.00020246
UR	5355/MF113874	9714.52	1645.08	0.00147817	0.25000000	0.00100124	0.00025031
Totals:						0.00542606	0.00135651
Effective Date: <u>6/29/2019</u>							State Net Royalty Revenue in Well

Corrected

Name of Production Sharing Agreement, if any:

Comments:

- iNut crosses Units 6357, 6358, 7057, 4892 and 5355. Well spud 6/29/2019. Final plat received 1/17/2020.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB
 RAM approval by: VD GIS updated by: _____

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INU200001

Unit Number 10559
Operator Name MD America Energy, LLC **Effective Date** 06/29/2019
Customer ID C000052134 **Unitized For** Oil And Gas
Unit Name Madison (Allocation) # 1H **Unit Term**
County 1 Brazos **RRC District 1** 03 **Old Unit Number** **Inactive Status Date**
County 2 Madison **RRC District 2** 03
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00135651
State Part in Unit 0.00542606
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** **Length of Lateral**
If Exclusions Apply: See Remarks

Corrected

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111936		0.000000	0.000000	0.00080982	O/G	0.25000000	0.00020246	No
MF113874		0.000000	0.000000	0.00100124	O/G	0.25000000	0.00025031	No
MF115476		0.000000	0.000000	0.00071415	O/G	0.25000000	0.00017854	No
MF115477		0.000000	0.000000	0.00212499	O/G	0.25000000	0.00053125	No

iNut 10559

42-313-31370



LOTT-LEE UNIT ACREAGES:

No.	Owner	Base Deed	Unit Acreage	Reference
1	Jane Adams Lott	618.000 Ac.	479.30 Ac.	346-491
2	State of Texas		2.42 Ac.	
Total: 481.72 Ac.				

THOMASON B UNIT ACREAGES:

No.	Owner	Base Deed	Unit Acreage	Reference
1	Frank Lyddon	176.992 Ac.	18.45 Ac.	450-755
2	T. O. Dunman	446.3 Ac.	81.19 Ac.	115-234
3	State of Texas		10.38 Ac.	
4	T. O. Dunman		29.27 Ac.	115-113
5	John W. Hale	118.00 Ac.	105.78 Ac.	487-66
6	State of Texas		2.77 Ac.	
TOTAL: 248.84 Ac.				

THOMASON A UNIT ACREAGES:

No.	Owner	Base Deed	Unit Acreage	Reference
1	Frank Lyddon	176.992 Ac.	161.99 Ac.	450-755
2	T. O. Dunman	446.3 Ac.	39.61 Ac.	115-234
3	T. O. Dunman, Jr.	13,014 Ac.	11.22 Ac.	313-250
4	Adolphus Jennings, III	3.00 Ac.	3.45 Ac.	735-174
5	C. E. Cooper	4,593 Ac.	4.85 Ac.	971-122
6	John W. Hale	118.00 Ac.	12.51 Ac.	487-66
7	Charles Thomason	511.689 Ac.	230.57 Ac.	453-85
889	Mike Brinkmann	481.424 Ac.	40.32 Ac.	875-73
10	State of Texas		4.01 Ac.	
TOTAL: 508.53 Ac.				

LEGEND

Unit/Lease Line

Abstract Line

LOCATION:
From SHL North Zulch approximately 5.7 miles to the Northeast.

SURFACE LOCATION

N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 52' 19.894" (LAT: 30.872187) LONG: 96° 11' 16.087" (LONG: 96.187802) N: 10,305,173.27" E: 3,596,793.19"	TX. CENTRAL ZONE LAT: 30° 52' 19.887" (LAT: 30.872196) LONG: 96° 11' 15.235" (LONG: 96.187563) N: 10,305,173.64" E: 3,596,793.53"

PENETRATION POINT

N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 52' 23.820" (LAT: 30.873082) LONG: 96° 11' 15.517" (LONG: 96.187644) N: 10,305,573.50" E: 3,596,829.94"	TX. CENTRAL ZONE LAT: 30° 52' 23.134" (LAT: 30.872082) LONG: 96° 11' 14.665" (LONG: 96.187407) N: 10,305,573.95" E: 3,596,830.31"

FIRST TAKE POINT

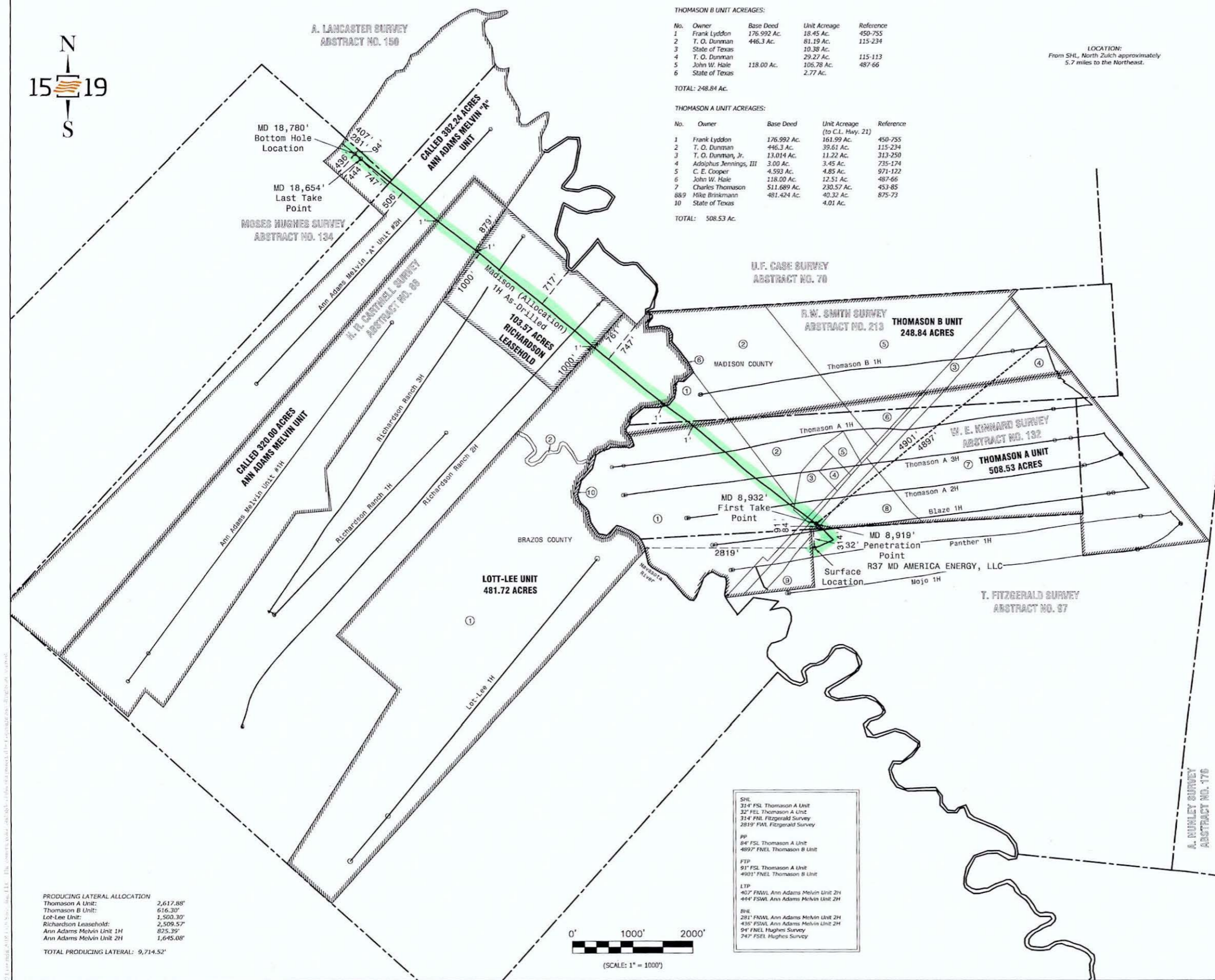
N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 52' 23.892" (LAT: 30.873333) LONG: 96° 11' 15.628" (LONG: 96.187674) N: 10,305,580.41" E: 3,596,820.03"	TX. CENTRAL ZONE LAT: 30° 52' 23.205" (LAT: 30.873333) LONG: 96° 11' 14.725" (LONG: 96.187489) N: 10,305,580.41" E: 3,596,820.40"

LAST TAKE POINT

N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 53' 26.708" (LAT: 30.890777) LONG: 96° 12' 39.896" (LONG: 96.210882) N: 10,313,638.79" E: 3,599,246.37"	TX. CENTRAL ZONE LAT: 30° 53' 26.113" (LAT: 30.890557) LONG: 96° 12' 39.641" (LONG: 96.210882) N: 10,313,638.79" E: 3,599,246.78"

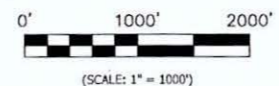
BOTTOM HOLE LOCATION

N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 53' 27.607" (LAT: 30.891001) LONG: 96° 12' 41.001" (LONG: 96.211389) N: 10,313,738.09" E: 3,599,147.28"	TX. CENTRAL ZONE LAT: 30° 53' 26.818" (LAT: 30.890812) LONG: 96° 12' 40.148" (LONG: 96.211352) N: 10,313,738.09" E: 3,599,147.57"



PRODUCING LATERAL ALLOCATION

Thomason A Unit:	2,617.88'
Thomason B Unit:	616.30'
Lott-Lee Unit:	1,500.10'
Richardson Leasehold:	2,509.57'
Ann Adams Melvin Unit 1H:	825.39'
Ann Adams Melvin Unit 2H:	1,645.08'
TOTAL PRODUCING LATERAL: 9,714.52'	



SHL	314' FSL Thomason A Unit
	32' FEL Thomason A Unit
	314' FSL Fitzgerald Survey
	2819' FSL Fitzgerald Survey
PP	84' FSL Thomason A Unit
	4897' FSL Thomason B Unit
FTP	91' FSL Thomason A Unit
	4901' FSL Thomason B Unit
LTP	407' FSL Ann Adams Melvin Unit 2H
	404' FSL Ann Adams Melvin Unit 2H
BHL	281' FSL Ann Adams Melvin Unit 2H
	436' FSL Ann Adams Melvin Unit 2H
	94' FSL Hughes Survey
	747' FSL Hughes Survey

DECK PLAT
MD AMERICA ENERGY, LLC
MADISON (ALLOCATION) 1H
MADISON & BRAZOS COUNTY, TEXAS

NOTE:

Acreage for unit tracts shown by lease calls as furnished by MD America Energy, LLC. Acreages may not reflect actual acreages if surveyed on the ground. Well ties are taken from an on the ground survey.

All record information regarding ownership, deeds and other documents of record have been provided by MD America Energy, LLC.

Bearings, distances, and acreage shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone.

This exhibit is not a full and complete boundary survey and is not intended to meet the minimum standards of the Texas Board of Professional Land Surveying.

As-drilled data furnished by MD America Energy.

All survey lines shown hereon are scaled location only.

1519 Job No.: 41673	Drawn By: SG
Sheet 1 of 1	Prepared For: MD America Energy LLC

I, Shane Graham, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

For 1519 Surveying, LLC

Shane Graham
Shane Graham
Registered Professional Land Surveyor
Texas Registration No. 6044

Date: January 17, 2020



1519
SURVEYING & ENGINEERING
1519LLC.COM

CENTRAL TEXAS
5054 Franklin Ave., Ste. A
Waco, TX 76710
254.776.1519

DALLAS / FT. WORTH
11491 Lana Road, Ste. 203
Farmers Branch, TX 75234
214.484.8586

TBPLS# 10193968 TBPE# F-17299 TBPLS# 10194351 TBPLS# 10194283

Mary Barnstone

From: Robert Carter <Robert.carter@mdae.com>
Sent: Friday, January 17, 2020 11:36 AM
To: Mary Barnstone; Sherry Sheffield
Subject: RE: [EXTERNAL] New wells

Mary,
See below.

Marcus J. Fleming 42-313-31374

Madison 1H 42-313-31370

Robert L. Carter
Land Manager, CPL
MD America Energy LLC
301 Commerce Street; Suite 2500
Fort Worth, TX 76102
(817) 288-4888 (direct)
<https://www.mdae.com>



03 - 845504
spud 6/29/19
Madisonville, W.
(Woodbine - A-)

PRIVILEGED AND CONFIDENTIAL COMMUNICATION: DO NOT read, copy or disseminate this communication unless you are the intended addressee. This communication may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are on notice that any unauthorized disclosure, copying, distribution, or taking any action in reliance on the contents of the electronically transmitted materials is prohibited. If you have received this communication in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

From: Mary Barnstone [mailto:Mary.Barnstone@GLO.TEXAS.GOV]
Sent: Friday, January 17, 2020 10:19 AM
To: Robert Carter; Sherry Sheffield
Subject: RE: [EXTERNAL] New wells

Thank you, Robert.

Can you please provide me with the API numbers for these wells?

Best,

Mary Beth

Mary Beth Barnstone
Geotech / Landman
Energy Resources

Texas General Land Office
Direct number: (512)463-6818
Email: mary.barnstone@glo.texas.gov

From: Robert Carter <Robert.carter@mdae.com>
Sent: Friday, January 17, 2020 8:44 AM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>; Sherry Sheffield <sherry.sheffield@mdae.com>
Subject: [EXTERNAL] New wells

Mary,
See the attached plats.

Marcus J. Fleming 2H, should be normal.

As to the Madison Allocation 1H, the lessor inside the Richardson ranch unit would not allow us to pool that tract into the old unit, so the river tract is not a part of the Madison 1H, or better said the Madison 1H does not cross the Richardson Ranch unit, but instead goes thru a lease.

Sincerely,

Robert L. Carter
Land Manager, CPL
MD America Energy LLC
301 Commerce Street; Suite 2500
Fort Worth, TX 76102
(817) 288-4888 (direct)
<https://www.mdae.com>



PRIVILEGED AND CONFIDENTIAL COMMUNICATION: DO NOT read, copy or disseminate this communication unless you are the intended addressee. This communication may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are on notice that any unauthorized disclosure, copying, distribution, or taking any action in reliance on the contents of the electronically transmitted materials is prohibited. If you have received this communication in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

CAUTION: This email is from OUTSIDE Texas General Land Office. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious.

11

File No. MF 111936

Madison & Brazos County

in ut 10559 packet "Madison (Allocation)
#1 H"

Date Filed: 2/10/2020

George P. Bush, Commissioner

By 