

MF112746

Unit 7407
Unit 11970

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF112746	56-031407		ROBERTSON

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description HIGHWAY RIGHT-OF-WAY

Acres 19.277

Depth Below

Depth Above

Depth Other

Leasing: RL

Analyst: JM

Maps: RL

GIS: ZG

DocuShare: _____

Name ENCANA OIL & GAS (USA) INC

Lease Date 6/7/2011

Primary Term 3 yrs

Bonus (\$) \$9,638.50

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!



CONTENTS OF FILE NO. MF- 112746

- 1. Lease 5/9/11
- 2. GTO Memo 5/9/11
- 3. Letter 5/9/11
- 4. Blat 5/9/11
- 5. Deed 5/9/11
- 6. Affidavit 5/9/11
- 7. Owners 5/9/11
- 8. Leases 5/9/11
- 9. Bonus + fee 5/9/11
- 10. GTO letter 6/1/11
- 11. GTO letter 6/7/11
- 12. Ltr. From Triad 3/11/13

Scanned sm 7/17/13

- 13. Assignment #9133, Encann
Oil & Gas to Covey Park 8-27-14
- 14.) Unit #7407, Circle M Ranch-
Hoyt Gas Unit 9/30/14

Scanned sm 02/13/2020

- 15. Memo to Commissioners 8/25/20
- 16. Letter to Comstock
- 17. PSA for Unit 7407
- 18. iNut 11970

scanned A 13 sept 2022

~~19. Do to Comstock 1/18/23~~

scanned WM 1-23-2023

19. Division Order 03/20/24

scanned WM 3-21-2024

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 112746)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **EnCana Oil & Gas (USA), Inc.**, whose address is **14001 North Dallas Parkway, Suite 1100, Dallas, TX 75240** hereinafter called "Lessee".

1. Lessor, in consideration of **Nine Thousand Six Hundred Thirty Eight and 50/100 (\$ 9,638.50)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Robertson** State of Texas, and is described as follows:

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

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **19.277 net** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three years, from June 7th, 2011** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

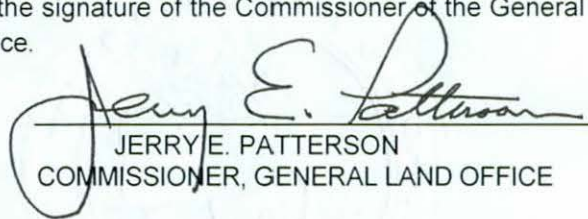
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

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

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

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

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


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: 
DC: 
CC: 

EXHIBIT "A"

19.277 acres, more or less, out of the V. Mendez Survey, A-382, the W. Archer Survey, A-62, and the W. Nichols Survey, A-294, Robertson County, Texas, being more fully described as sixteen tracts:

Tract 1: 5.94 acres, more or less, out of the V. Mendez Survey, A-382, Robertson County, Texas, being the same land described in that certain Deed dated August 12, 1931, from John N. Erwin and wife, Eunice Erwin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 92 of the Deed Records of Robertson County, Texas, and

Tract 2: 3.27 acres, more or less, out of the W. Archer Survey, A-62, Robertson County, Texas, and being the same land described in that certain Deed dated September 19, 1931, from W. J. Tribble, Guardian of the Estate of Geneves and Louise Tribble, Minors, to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 193 of the Deed Records of Robertson County, Texas.

Tract 3: 4.44 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 5, 1931, from Walter Land and wife, Edna Easterly Land to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 106 of the Deed Records of Robertson County, Texas.

Tract 4: 1.37 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 6, 1931, from T. T. DeGraffenreidt and wife T.K. DeGraffenreidt to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 88 of the Deed Records of Robertson County, Texas.

Tract 5: 0.031 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 10, 1931, from Woodmen of the World Lodge, of Easterly, Texas, acting by and through its duly authorized officers, D.J. Easterly and Andrew Archer, Trustees, to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 199 of the Deed Records of Robertson County, Texas.

Tract 6: 0.093 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described as Tract No. 4 in that certain Deed dated August 12, 1931, from Z.P. Phillips and wife, Annie Phillips to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 175 of the Deed Records of Robertson County, Texas.

Tract 7: 0.081 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 10, 1931, from Geo. E. Brown and R.W. Cole to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 231 of the Deed Records of Robertson County, Texas.

Tract 8: 0.027 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from H.C. Martin and wife, Velma Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 166 of the Deed Records of Robertson County, Texas.

Tract 9: 0.037 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from J.M. Easterly and wife, Mrs. J.M. Easterly to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 91 of the Deed Records of Robertson County, Texas.

Tract 10: 0.013 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from Lee Martin and wife, Pauline Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 163 of the Deed Records of Robertson County, Texas.

Tract 11: 0.23 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain County Court Judgment, Cause No. 1457, dated March 1, 1932, styled County of Robertson vs John Mullins et ux, recorded in Volume C, Page 64 of the Condemnation Records of Robertson County, Texas.

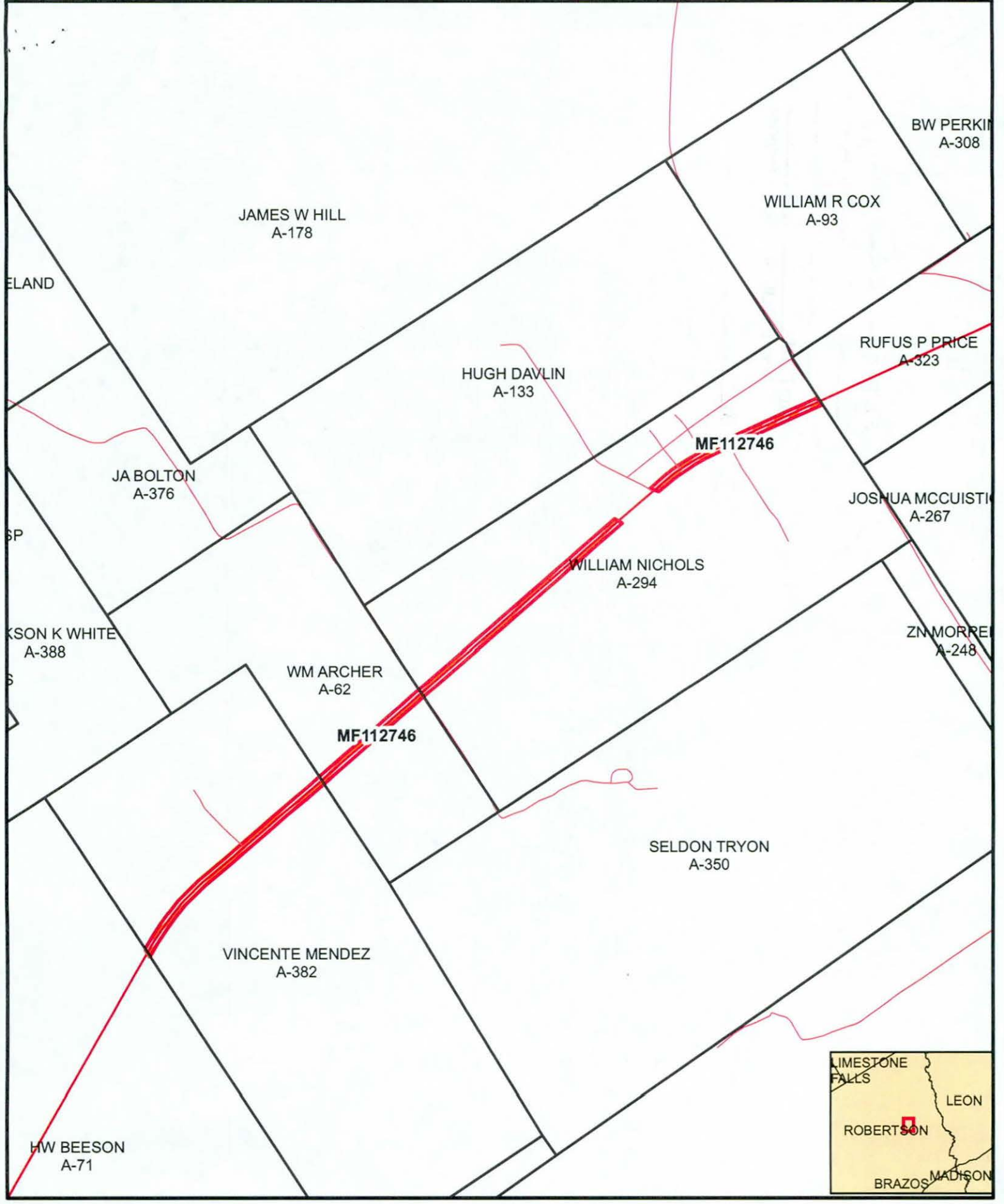
Tract 12: 0.14 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 20, 1931, from Andrew Franks and wife, Maggie Franks to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 94 of the Deed Records of Robertson County, Texas.

Tract 13: 1.17 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 5, 1931, from L.L. Martin and wife, Kittie Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 162 of the Deed Records of Robertson County, Texas.

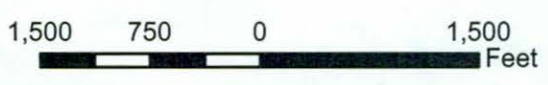
Tract 14: 0.338 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 21, 1931, from Quill Pierce, W. Murchison and W.D. Davlin, Trustees of the Easterly School District No. 4 to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 178 of the Deed Records of Robertson County, Texas.

Tract 15: 0.457 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated February 19, 1932, from R. Kirkpatrick and wife, Lottie Kirkpatrick to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 206 of the Deed Records of Robertson County, Texas.

Tract 16: 1.64 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described as streets in the town of Easterly in that certain Deed dated July 22, 1902, from Daniel J. Easterly and wife, Susan E. Easterly to the Public, recorded in Volume 41, Page 356 of the Deed Records of Robertson County, Texas, and being further described as that portion of Front Street of the Town of Easterly that was used for the highway, as shown on the Map of Easterly, dated July 23, 1902, recorded in Volume 41, 355 of the Deed Records of Robertson County, Texas.



Map Showing a Buffer of
 State Hwy 79
 19.277 acres
 Robertson County



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this 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.

1.

File No. MF 112746

lease

Date Filed: 5/9/11

Jerry E. Patterson, Commissioner

By [Signature]

P



MEMORANDUM

JU

Texas General Land Office • Jerry Patterson • Commissioner

HIGHWAY RIGHT OF WAY LEASE CHECKLIST

STATE LEASE MF _____

LESSEE EnCana Oil & Gas (USA), Inc.

Address 14001 North Dallas Parkway, Suite 1100, Dallas, TX 75246

BONUS PER ACRE \$500⁰⁰ (Check for affidavit of consideration paid.)

TOTAL CONSIDERATION \$9,638⁵⁰ PAID? Yes No WHEN? 5/9/11

ROYALTY 1/4 TERM 3 years

DATE OF LEASE 6/7/11

SHUT IN ROYALTY PER ACRE \$25⁰⁰ TOTAL ACRES 19.277

COUNTY Robertson

ROAD NAME JH-79

FULL DESCRIPTION [Abstract, Block, Township, Section]
V. Mendez, A-382, W. Archer, A-62, & W. Nichols, A-294

EXHIBIT FOR LEASE PROVIDED? Yes No [Do not write on Exhibit.]

PLAT PROVIDED? Yes No Put sticky note on correct plat with MF #, acres, highway name, county, & abstract number for Zeke.

- Clip all adjoining leases together.
- Clip all deeds together.
- Give to Beverly to generate lease and docket.

File No. MF 113746

9th Memo

Date Filed: 5/9/11
Jerry E. Patterson, Commissioner

By: [Signature]

Handwritten notes, possibly: "MAY 11 11 30 AM '11"

Handwritten notes: "MAY - MC", "2:38", "11/11/11"

Handwritten notes: "MAY 11 11 30 AM '11", "11/11/11"

Vertical handwritten notes on the right side of the page.

29 April 2011

Texas General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78711-2873

Dear Drew,

Please find the required documentation and monies for leasing enclosed with this Letter of Application for an Oil, Gas and Mineral Lease of 19.277 acres of State Highway land in Robertson County, Texas. The packet includes the following:

- Plat showing location of the right-of-way and the adjacent leased lands
- The \$100 processing fee payable to the Commissioner of the General Land Office
- Certified (File) Copies of Adjacent Leases
- Notarized Affidavit of Consideration Paid
- Copies of Highway Deeds proving state ownership of minerals thereunder
- A spreadsheet showing the deeds and leases outlined above
- A check for the Bonus and Statutory Sales Fee, totaling \$9783.08, figured thusly:
 - 19.277 acres @ \$500.00 bonus = \$9638.50
 - \$9638.50 bonus X 1.5% statutory sales fee = \$144.58

The legal description for the Right-of-Way is:

19.277 acres, more or less, out of the V. Mendez Survey, A-382, the W. Archer Survey, A-62, and the W. Nichols Survey, A-294, Robertson County, Texas, being more fully described as sixteen tracts:

Tract 1: 5.94 acres, more or less, out of the V. Mendez Survey, A-382, Robertson County, Texas, being the same land described in that certain Deed dated August 12, 1931, from John N. Erwin and wife, Eunice Erwin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 92 of the Deed Records of Robertson County, Texas, and

Tract 2: 3.27 acres, more or less, out of the W. Archer Survey, A-62, Robertson County, Texas, and being the same land described in that certain Deed dated September 19, 1931, from W. J. Tribble, Guardian of the Estate of Geneves and Louise Tribble, Minors, to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 193 of the Deed Records of Robertson County, Texas.

Tract 3: 4.44 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 5, 1931, from Walter Land and wife, Edna Easterly Land to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 106 of the Deed Records of Robertson County, Texas.

Tract 4: 1.37 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 6, 1931, from T. T. DeGraffenreidt and wife T.K. DeGraffenreidt to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 88 of the Deed Records of Robertson County, Texas.

Tract 5: 0.031 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 10, 1931, from Woodmen of the World Lodge, of Easterly, Texas, acting by and through its duly authorized officers, D.J. Easterly and Andrew Archer, Trustees, to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 199 of the Deed Records of Robertson County, Texas.

Tract 6: 0.093 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described as Tract No. 4 in that certain Deed dated August 12, 1931, from Z.P. Phillips and wife, Annie Phillips to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 175 of the Deed Records of Robertson County, Texas.

Tract 7: 0.081 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 10, 1931, from Geo. E. Brown and R.W. Cole to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 231 of the Deed Records of Robertson County, Texas.

Tract 8: 0.027 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from H.C. Martin and wife, Velma Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 166 of the Deed Records of Robertson County, Texas.

Tract 9: 0.037 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from J.M. Easterly and wife, Mrs. J.M. Easterly to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 91 of the Deed Records of Robertson County, Texas.

Tract 10: 0.013 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from Lee Martin and wife, Pauline Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 163 of the Deed Records of Robertson County, Texas.

Tract 11: 0.23 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain County Court Judgment, Cause No. 1457, dated March 1, 1932, styled County of Robertson vs John Mullins et ux, recorded in Volume C, Page 64 of the Condemnation Records of Robertson County, Texas.

Tract 12: 0.14 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 20, 1931, from Andrew Franks and wife, Maggie Franks to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 94 of the Deed Records of Robertson County, Texas.

Tract 13: 1.17 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 5, 1931, from L.L. Martin and wife, Kittie Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 162 of the Deed Records of Robertson County, Texas.

Tract 14: 0.338 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 21, 1931, from Quill Pierce, W. Murchison and W.D. Davlin, Trustees of the Easterly School District No. 4 to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 178 of the Deed Records of Robertson County, Texas.


Tract 15: 0.457 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated February 19, 1932, from R.

Kirkpatrick and wife, Lottie Kirkpatrick to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 206 of the Deed Records of Robertson County, Texas.
Tract 16: 1.64 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described as streets in the town of Easterly in that certain Deed dated July 22, 1902, from Daniel J. Easterly and wife, Susan E. Easterly to the Public, recorded in Volume 41, Page 356 of the Deed Records of Robertson County, Texas, and being further described as that portion of Front Street of the Town of Easterly that was used for the highway, as shown on the Map of Easterly, dated July 23, 1902, recorded in Volume 41, 355 of the Deed Records of Robertson County, Texas.

The Lessee for this Right-of-Way Lease is to be **EnCana Oil & Gas (USA), Inc.** 14001 North Dallas Parkway, Suite 1100, Dallas, Texas 75240. As shown on the plat, EnCana is the mineral owner (leaseholder) for all tracts adjoining the highway right-of-way. A spreadsheet showing the leasehold information is included in this packet for your easy reference.

This Right-of-Way is not on Relinquishment Act Land. Please inform me directly at **903-520-7758** or **JHLtexas@gmail.com** if something is incorrect or missing from this packet, and I will respond immediately. Upon approval, please mail the lease to my attention at the Triad Land Services address above. Thank you for your assistance with this project.

Sincerely,



Jim Little, Landman
Triad Land Services, LLC

Enclosures

CC: Tim Lewis, Triad Land Services, LLC

CC: Amy Lindsey, EnCana Oil & Gas (USA), Inc.

3,

File No: MF112746

Letter

Date Filed: 5/9/11

Jerry E. Patterson, Commissioner

By: [Signature]

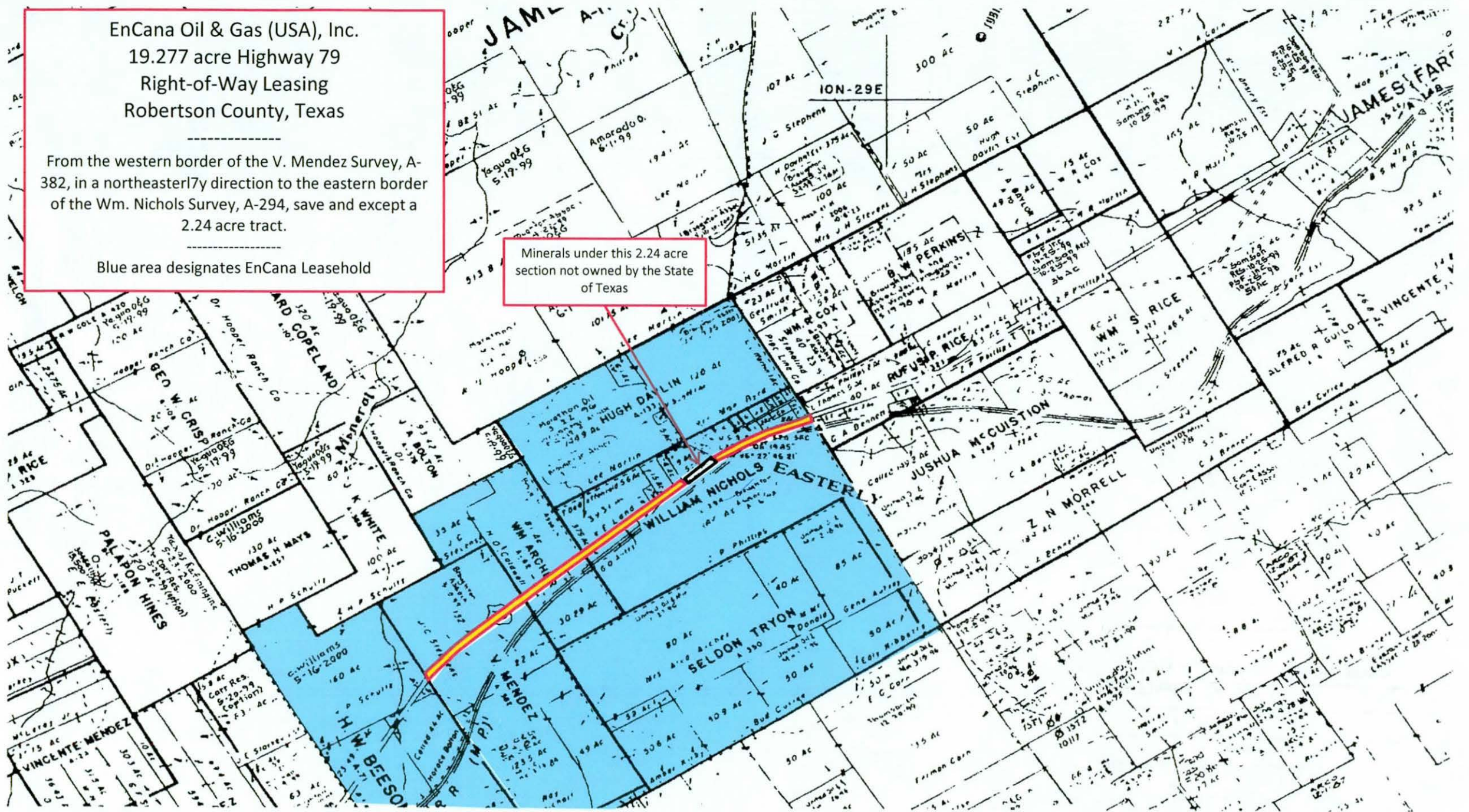
2. 3.11

EnCana Oil & Gas (USA), Inc.
19.277 acre Highway 79
Right-of-Way Leasing
Robertson County, Texas

From the western border of the V. Mendez Survey, A-382, in a northeasterly direction to the eastern border of the Wm. Nichols Survey, A-294, save and except a 2.24 acre tract.

Blue area designates EnCana Leasehold

Minerals under this 2.24 acre section not owned by the State of Texas



110 7

4

File No. MF112746

Blat

Date Filed: 9/9/11
Jerry E. Patterson, Commissioner

By [Signature]

Area of Proposed Easement
is shown in pink on the plat
and is subject to the provisions
of the recorded plat.
The easement is for the purpose
of providing access to the
land shown in pink on the plat
and is subject to the provisions
of the recorded plat.

Area of Proposed Easement
is shown in pink on the plat
and is subject to the provisions
of the recorded plat.

THE STATE OF TEXAS ◊

KNOW ALL MEN BY THESE PRESENTS:

County of Robertson ◊

That we, T. T. DeGraffenreidt, and wife, T. K. DeGraffenreidt of the County of Robertson, State of Texas, for and in consideration of the sum of Fifty (\$50.00) Dollars to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, for the use and benefit of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe Y. McNutt, County Judge of said County, and to his successors in office as such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows; Beginning at a point 147' N. 40° W. from the S.E. corner of the DeGraffenredit tract, same being a point 53' S. 40° E. from survey station No. 545 + 27 of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 40° W. 106'; Thence N. 42° 35' E. 596'; Thence S. 40° 25' E. 100' to a point 50' S. 40° 25' E. of survey station No. 551 + 23; Thence S. 42° 35' W. 596' to the point of beginning, containing 1.37 acres of land, more or less, out of the William Nichols Survey;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 6th day of August, A.D. 1931.

T. K. DeGraffenreidt.

T. T. De Graffenreid.

THE STATE OF TEXAS ◊

County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared T. T. De Graffenreidt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for
Robertson County, Texas.

THE STATE OF TEXAS ◊

County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared T. K. DeGraffenreidt, wife of T. T. DeGraffenreidt, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said T. K. DeGraffenreidt acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

County, Texas, on this day personally appeared W. J. Mullins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of January, 1932.

(Seal)

Tom Davis, Notary Public,
Haskell County, Texas.

Filed for record at 11 o'clock A. M. February 25, 1932, and duly recorded at 11:50 o'clock A. M. February 25, 1932.

BY Steve Morgan DEPUTY. Wm. M. De Maris COUNTY CLERK.

THE STATE OF TEXAS ↓
County of Robertson ↓

§ 2. § 2. § 2. § 2. § 2. § 2. § 2. § 2. § 2. § 2.

KNOW ALL MEN BY THESE PRESENTS:

That we, W. W. Hancock and wife, Cornelia Hancock of the County of Robertson, State of Texas, for and in consideration of the sum of Two Hundred Seventy-Five (\$275.00) Dollars to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for use and benefit of said county, receipt of which is hereby acknowledged; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for the use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows: Beginning at a point 50' right and opposite survey station No. 551+23 of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 40° 25' W. 100'; Thence N. 42° 35' E. 980' to a point 50' left and opposite survey station No. 561+03; Thence along a 2° 58' curve to the right a distance of 170' to a point 50' left and opposite survey station No. 562+70; Thence S. 26° W. 170'; Thence S. 47° 25' E. 50' to a point 50' right and opposite survey station No. 561+03; Thence S. 42° 25' W. 980' to the point of beginning, containing 2.24 acres of land, more or less, out of the William Nichols Survey.

It is understood and agreed that the grantors are to move, at their own costs and expenses, all buildings and improvements from said above mentioned tract of land, if necessary to be moved.

To Have and To Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Joe Y. McNutt, County Judge of said county and his successors in office, as such, for use of said county, heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully

claiming, or to claim, the same or any part thereof.

Witness our hands at Easterly, Texas, this 6th day of August, A.D. 1931.

W. W. Hancock.

Cornelia Hancock.

THE STATE OF TEXAS ◊

County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared W. W. Hancock, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

THE STATE OF TEXAS ◊

County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Cornelia Hancock, wife of W.W. Hancock, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Cornelia Hancock acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 6th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 3:30 o'clock P.M. February 25, 1932.

BY Gene Morgan DEPUTY. Mrs. M. D. LaMont COUNTY CLERK.

Notary Seal

THE STATE OF TEXAS ◊

County of Robertson ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, Alex King and wife, Mrs. Alex King of the County of Robertson, State of Texas for and in consideration of the sum of Eighty (\$80.00) Dollars, to us cash in hand paid by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of funds in his hands for use in acquiring right-of-way and grounds, necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which is hereby acknowledged and confessed;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for the use and benefit of said county, of the County of Robertson, State of Texas,

**STIPULATION
CONFIRMING EASEMENTS AND RIGHTS OF WAY TO
COUNTY OF ROBERTSON**

WHEREAS, a controversy exists regarding the adequacy of the legal description describing the easements and rights of way described herein.

WHEREAS, the parties desire to establish the easements described herein as they exist on the ground for United States Highway Number 79.

NOW THEREFORE, for and in consideration of the mutual agreements herein, the parties executing this Stipulation agree as follows:

- I. A. C. A. Bennett and wife, Celesta Mae Bennett executed an instrument to Robertson County, dated August 1, 1931, recorded in Volume 103, Page 38, Deed Records, Robertson County, to convey an 5.37 acre right of way for highway purposes;
- B. The right of way was conveyed by C. A. Bennett and wife, Celesta Mae Bennett, the parents of Katie Sue Bennett Spillers. Danny M. Spillers, Sr. and Katie Sue Bennett Spillers own property adjoining the 5.37 acres;
- C. The parties agree that the County of Robertson has an easement for highway purposes to the 5.37 acres, more or less, in the Rufus P. Rice Survey, A-323, Robertson County, Texas.
- II. A. Mrs. C. A. Corn, C. A. Bennett, Celesta Mae Bennett and others, executed an instrument to Robertson County, dated August 11, 1931, recorded in Volume 103, Page 84, Deed Records, Robertson County, Texas, to convey 20.41 acre right of way for highway purposes;

Doc# 20035398 Ek Vol 103 Pg 8
OR 853

FILED
AT 9:10 A M. O'CLOCK

-1-

DEC 22 2003

KATHRYN N. BRIMHALL
COUNTY CLERK, ROBERTSON COUNTY, TX
BY Stephanie Sanders DEPUTY

B. The right of way was conveyed by Mr. C. A. Corn, a predecessor in title to Katie Sue Bennett Spillers. C. A. Bennett and Celesta Mae Bennett were the parents of Katie Sue Bennett Spillers. Katie Sue Bennett Spillers owns real property adjoining some of the acreage described as 20.41 acres;

C. The parties agree that the County of Robertson has an easement for highway purposes to the 20.41 acres (1.73 acres, more or less, out of the Rufus P. Rice Survey, A-323 and 18.68 acres, more or less, out of the James Farris Survey, A-148 Robertson County, Texas);

III. A. W. W. Hancock and wife, Cornelia Hancock executed an instrument to Robertson County, dated August 6, 1931, recorded in Volume 103, Page 103, Deed Records, Robertson County, Texas, to convey a 2.24 acre easement and right of way for highway purposes;

B. Danny M. Spillers, Sr. and Katie Sue Bennett Spillers own real property, to-wit; the minerals adjoining the 2.24 acre easement;

C. The parties agree that the County of Robertson has an easement for highway purposes to the 2.24 acres, more or less, in the William Nichols Survey, A-294, Robertson County, Texas.

IV. Danny M. Spillers, Sr. and Katie Sue Bennett Spillers, do grant and convey unto Robertson County, its successors and assigns, an easement for United States Highway 79 as said highway and easement exists on the ground as to the 5.37 acre easement, 20.41 acre easement, 2.24 acre easement described above for the free and uninterrupted easement, ingress, and egress across said tracts as shall be necessary or convenient at all times, forever, in, along, and upon said highway; to

have and to hold all and singular the rights and privileges aforesaid to Robertson County, its successors and assigns.

V. The County of Robertson of State of Texas, does grant and convey unto Danny M. Spillers, Sr. and Katie Sue Bennett Spillers, all of the 5.37 acres, 20.41 acres, and 2.24 acres described above and constituting the real property that is part of United States Highway 79; save and except and there is reserved to the County of Robertson, its successors and assigns all of the easement described in Paragraph IV above; to have and to hold all and singular the rights and privileges aforesaid to Danny M. Spillers, Sr. and Katie Sue Bennett Spillers, their heirs, personal representatives, successors and assigns.

Signed Effective the 27 day of December 2003.

COUNTY OF ROBERTSON

By: *Fred Elliott* *Danny M. Spillers*
FRED ELLIOTT DANNY M. SPILLERS, SR.
County Judge

Katie Sue Bennett Spillers
KATIE SUE BENNETT SPILLERS

STATE OF TEXAS

COUNTY OF ROBERTSON

This instrument was acknowledged before me by Fred Elliott, County Judge, of Robertson County, Texas on behalf of Robertson County, Texas, on the 22nd day of December, 2003.



Judy R. Limmer
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF ROBERTSON

29 This instrument was acknowledged before me by Danny M. Spillers, Sr., on the day of December, 2003.

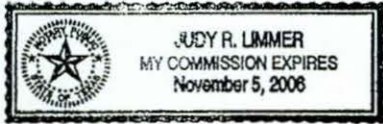


Judy R. Limmer
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF ROBERTSON

29 This instrument was acknowledged before me by Katie Sue Bennett Spillers, on the day of December, 2003.



Judy R. Limmer
Notary Public, State of Texas

THE STATE OF TEXAS

§ IN THE COMMISSIONERS' COURT

§

OF

§

COUNTY OF ROBERTSON

§

ROBERTSON COUNTY, TEXAS

ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE
STIPULATION CONFIRMING EASEMENTS AND RIGHTS OF WAY
TO COUNTY OF ROBERTSON

On this day, after due notice and posting, at a regular meeting of the Commissioners' Court of Robertson County, Texas and a quorum being present, upon motion by Commissioner BYER and seconded by Commissioner DAVES, and unanimously carried,

BE IT ORDERED that the Commissioners' Court of Robertson County, Texas approves and authorizes Fred Elliott, County Judge of Robertson County, Texas to sign, execute, enter into, and deliver the Stipulation Confirming Easements and Rights of Way to County of Robertson dated December 22, 2003, between County of Robertson and Danny M. Spillers, Sr. and Katie Sue Bennett Spillers.

Passed and approved December 22, 2003.

County of Robertson

By Fred Elliott
Fred Elliott
County Judge

ATTEST:

Kathryn N. Brimhall
County Clerk
Robertson County, Texas

FILED
AT 9:10 A M. O'CLOCK

DEC 22 2003

KATHRYN N. BRIMHALL
COUNTY CLERK, ROBERTSON COUNTY, TX
BY Stephanie Sanders DEPUTY

Kathryn N. Brimhall, County Clerk, Robertson County, Texas do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 12-22-03



Kathryn N. Brimhall, County Clerk

By Stephanie Sanders

Doc 20035398 BK OR

Vol 853 Ps 12

THE STATE OF TEXAS 0(KNOW ALL MEN BY THESE PRESENTS:
County of Robertson 0

That Woodmen of the World Lodge, of Easterly, Texas, acting by and through its duly authorized officers, D. J. Easterly and Andrew Archer, Trustees thereof, of the County of Robertson, State of Texas, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations to it cash in hand paid by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which consideration is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and to his successors in office, as such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract, lot or parcel of land, lying and being situated in Robertson County, Texas, and described as follows:

Being a strip of land 50' wide off of the South end of Lot No. 1, of Block between Central Avenue and Prairie Avenue, in the town of Easterly, Texas, according to the recorded map and plat of said town.

To Have and To Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge, and his successors in office, as such, for use and benefit of said county, heirs and assigns forever; and we do hereby bind ourselves and said Lodge, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use and benefit of said county, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 10th day of Sept., A. D. 1931.

D. J. Easterly,

A. Archer.

THE STATE OF TEXAS 0
County of Robertson 0 Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared D. J. Easterly and Andrew Archer, Trustees of the Woodmen of the World Lodge at Easterly, Texas, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 10th day of Sept., A. D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 2:10 o'clock P.M. March 9, 1932.

BY Deane Morgan DEPUTY. Mrs. M. S. McNutt COUNTY CLERK.

VC 103 PAGE 100

Given under my hand and seal of office, this 1st day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for
Robertson County, Texas.

Filed for record at 10 o'clock A.M. January 28, 1932, and duly recorded at 1:50 o'clock P.M.
March 8, 1932.

BY Deane Morgan DEPUTY. Mrs. M. S. Rice COUNTY CLERK.

For the State of Texas

THE STATE OF TEXAS ◊
County of Robertson ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, Z. P. Phillips, and wife, Annie Phillips, of the County of Robertson, State of Texas, for and in consideration of the sum of Three Hundred Fifty (\$350.00) Dollars, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows:

Tract No. 1: Beginning at a point 300' N. 79° 18' W. from the S.E. corner of the Z. P. Phillips tract No. 1, same being a point 66' S. 79° 18' E. of survey station No. 589+15; of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 79° 18' W 132'; Thence N. 59° 12' E. 380'; Thence S. 40° 56' E. 100' to a point 50' right and opposite survey station No. 592+75 of above highway; Thence S. 59° 12' W. 340' to the point of beginning, containing .82 acres, more or less, out of the Rufus H. Rice Survey.

2nd tract: Beginning at a point 50' right and opposite survey station No. 607 90; Thence N. 36° W. 50'; Thence S. 84° 42' E. 100'; Thence N. 59° 12' E. 100' to a point 50' left and opposite survey station No. 606+81; of State Highway No. 43, Job No. 198-J, Robertson County; Thence along a 2° 1/4' curve to the left parallel to the center line of the above highway and 50' therefrom, a distance of 600'; Thence N 47° 12' E 1,313' to a point 50' left and opposite survey station No. 625+94; Thence S. 33 59' E. 100'; Thence S. 47° 12' W. 1,313' to a point 50' right and opposite survey station No. 612+81; Thence along a 1° 59' curve to the right and parallel to the center line of the above highway and 50' therefrom a distance of 600' to the point of beginning, containing 4.38 acres, more or less, out of the Rufus H. Rice Survey;

Tract No. 3: Beginning at a point 50' right and opposite survey station No. 633+52 of State Highway No. 43, Job No. 198-J, Robertson County; on the old road; Thence N. 36° 03' W. 100'; Thence N. 47° 12' E. 1355' to a point 50' left and opposite survey station No. 647+07; Thence S. 38° 18' E. 100' to a point 348' N. 38° 18' W. from N.E.

VOL 103 PAGE 175

corner of the Phillips tract on the old road; Thence S. 47° 12' W. 1355' to the point of beginning, containing 3.12 acres, more or less, out of the William S. Rice Survey;

Tract No. 4; Being a strip 50' wide off south end of lots Nos. 2, 3, and 4, of Block between Central Avenue and Prairie Avenue, in the town of Easterly, Texas, according to the map and plat of said town.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, as such, for use and benefit of said county, heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use and benefit of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hand at Easterly, Texas, this 12th day of August, A.D. 1931.

Z. P. Phillips.

Annie Phillips.

THE STATE OF TEXAS

County of Robertson

Before me, W. A. Nickelson, a Notary Public in and for

Robertson County, Texas, on this day personally appeared Z. P. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

THE STATE OF TEXAS

County of Robertson

Before me, W. A. Nickelson, a Notary Public in and for

Robertson County, Texas, on this day personally appeared Annie Phillips, wife of Z. P. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Doll Phillips acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 12th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 2:15 o'clock P.M. March 8, 1932.

BY Jesse Morgan DEPUTY. Mrs. M. S. DeMaet COUNTY CLERK.

Filed for record at 8 o'clock A. M. March 17, 1932, and duly recorded at 2:40 o'clock P.M. March 17, 1932.

BY Eleena Morgan DEPUTY. Mr. W. J. Lee COUNTY CLERK.

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THE STATE OF TEXAS 0
County of Robertson 0

KNOW ALL MEN BY THESE PRESENTS:

That we, Geo. E. Brown and R. W. Cole of the County of Robertson, State of Texas, for and in consideration of the sum of _____ Dollars, to us, cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for use of said county, receipt of which is hereby acknowledged and confessed,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain lots, tracts or parcels of land lying and being situated in Robertson County, Texas, described as follows:

1st tract: Being a strip of land 40' wide off the South end of Lots Nos. 5 and 6 of Block between Central Avenue and Prairie Avenue, in the town of Easterly, Texas, according to the recorded map and plat of said town.

2nd tract: Being a strip of land 50' wide off of the South end of Lot No. 8, in Block between Central Avenue and Prairie Avenue, in the town of Easterly, Texas, according to the recorded map and plat of said town.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 10th day of Sept., A. D. 1931.

R. W. Cole.

Geo. E. Brown.

THE STATE OF TEXAS 0
County of Robertson 0

Before me, a Notary Public in and for Robertson County, Texas, on this day personally appeared Geo. E. Brown and R. W. Cole, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10th day of Sept., A.D. 1931.

(Seal)

Jno. H. Lomax, Notary Public in and for
Robertson County, Texas.

Filed for record at 5 o'clock P. M. March 15, 1932, and duly recorded at 9:10 o'clock A.M.
March 19, 1932.

BY Jesse Morgan DEPUTY. Mrs. M. S. de Maret COUNTY CLERK.

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THE STATE OF TEXAS ◊
County of Robertson ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, Raymond Andrews and wife, Lillie Andrews of the County of Robertson, State of Texas, for and in consideration of the sum of Five & No/100 Dollars to us in hand paid by J. C. Holman, the receipt of which is hereby acknowledged; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said J. C. Holman of the County of Robertson, State of Texas, all that certain tract or parcel of land lying and situated in Sharp's Addition to the town of Franklin, the same being the North portion of Lot No. 7 (the South part of this lot being deeded to the Highway Department of the State of Texas) and Lot No. 8 in Block No. 12 of said Addition, according to the map and plat of said town.

To Have and To Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said J. C. Holman, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said J. C. Holman, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Franklin, Texas, this 10th day of March, A. D. 1932.

Raymond Andruess.
Lillie Andruess.

THE STATE OF TEXAS ◊
County of Robertson ◊

Before me, W. C. Crane, a Notary Public in and for Robertson County, Texas, on this day personally appeared Raymond Andrews, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, This 10th day of March, A. D. 1932.

(Seal)

W. C. Crane, Notary Public in & for
Robertson County, Texas.

THE STATE OF TEXAS ◊
County of Robertson ◊

Before me, W. C. Crane, a Notary Public in and for Robertson, said County and State, on this day personally appeared Mrs. Lillie Andrews, wife

THE STATE OF TEXAS. ◊

County of Robertson ◊ KNOW ALL MEN BY THESE PRESENTS:

That we, H.C.Martin, and wife Velma Martin, of the County of Robertson, State of Texas, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations to us cash in hand paid, by Joe Y.McNutt, a s County Judge of Robertson County, Texas out of funds in his hands for use in acquiring right-of-way and grounds for use in building and maintaining public roads through said County for the use and benefit of said county, receipt of which is hereby acknowledged and confessed; have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Joe Y.McNutt, County Judge of said County; and his successors in office, as such for use and benefit of said County, of the County of Robertson State of Texas, all that certain lot or parcel of land, lying and being situated in Robertson County, Texas, described as follows: Being a strip of land 44' wide off the south end of lot No. 7, block between Central Avenue and Prairie Avenue in Town of Easterly Texas according to the map and plat of said town, of record in the deed records of Robertson county, Texas to which reference is here made for further description;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y.McNutt, county Judge of said county, and his successors in office, as such for use and benefit of said County, heirs and assigns forever; and we do hereby bind our selves our heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said Joe Y.McNutt, county Judge of said County and his successors in office, as such for use and benefit of said County; their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness ___ hand at Easterly, Texas this 22nd day of August A.D.1931.

H.C.Martin

Velma Martin.

THE STATE OF TEXAS

County of Robertson ◊ Before me, W.A.Nickelson, a Notary Public, in and for Robertson County Texas on this day personally appeared H.C.Martin; known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this, the 22nd day of August A.D. 1931.

(seal)

W.A.Nickelson, Notary Public, in
and for Robertson County, Texas.

THE STATE OF TEXAS, ◊

County of Robertson ◊ BEFORE ME, W.A.Nickelson, a Notary Public, in and for Robertson County, Texas on this day personally appeared Velma Martin, wife of H.C.Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her she the said Velma Martin, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 22nd day of August A.D.1931.

(seal)

W.A. Nickelson, Notary Public, in
and for Robertson county, Texas.

Filed for record January 28th. 1932, at 10 oclock A.M. and duly recorded at 4:10 oclock
P.M. March 8th. 1932.

By, Deane Morgan DEPUTY Mrs. M. S. Lee Mast COUNTY CLERK.

§§§§§§§§§§§§§§§§§§§§§§§§

THE STATE OF TEXAS)
County of Robertson)

KNOW ALL MEN BY THESE PRESENTS:

That we, John C. Mitchell and wife, Mrs. Marguerite Mitchell of the County of Robertson, State of Texas, for and in consideration of the sum of _____ Dollars, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, for the use and benefit of Robertson County, Texas, and paid out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintenance of public roads through said county, receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of Robertson County, Texas, and to his successors in office, as such, from the use and benefit of Robertson County, State of Texas, all that certain tract, lot or parcel of land, lying and being situated in Robertson County, Texas, being a part of the George Chapman survey, described as follows:

Beginning at a point on the center line of State Highway No. 43, at survey station No. 49 - 80 Job No. 198 - J, Robertson County, same being the S.E. corner of John Mitchell tract; Thence N. 59 degrees 26' W. 50 ft.; Thence N. 46 degrees 27' E. 1654 ft.; Thence S. 28 degrees 04' E. 50' to N.E. corner of John Mitchell tract, and being survey station No. 66+ 34, Job 198-J; Thence across the center line of State Highway 43, S. 46 degrees 27' W. 1654' to point of beginning, containing 1.90 acres of land, more or less.

Tract No. 2: Beginning at survey station No. 79+ 50 on Job 198-J, of State Highway No. 43, Robertson County, same being the E corner of the Walter Cook tract; Thence N. 30 degrees 39' W. 50 ft.; Thence N. 46 degrees 27' E. to point 50' left and opposite survey station No. 96+ 67; Thence along a 1 degree 01' curve to the left parallel to a 1 degree curve on the center line having a central angle of 4 degrees 52' and 50' from the center line a distance of 486.6' to a point 50' left and opposite survey station No. 101+ 53.6; Thence N. 41 degrees 35' E. 416' to a point 50' left and opposite survey station No. 105+ 70 same being the city limits of Franklin; Thence S. 34 degrees 58' E. 50 ft.; Thence S. 41 degrees 35' W. 416' to survey station No. 101+ 53.6; Thence along a 01 degree curve having a central angle of 4 degrees 52' a distance of 486.6' to survey station No. 96+ 67; Thence S. 46 degrees 27' W. 1717' to the point of beginning, containing 3.01 acres of land, more or less, and being out of the Francis Slaughter survey.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of Robertson County, Texas, and to his successors in office, as such, for use and benefit of Robertson County, Texas, its heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of

92

premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 22nd day of August, A.D. 1931.

J. M. Easterly.

Mrs. J. M. Easterly.

THE STATE OF TEXAS ∅

County of Robertson ∅

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared J. M. Easterly, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22nd day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for
Robertson County, Texas.

THE STATE OF TEXAS ∅

County of Robertson ∅

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Mrs. J. M. Easterly, wife of J.M. Easterly, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. J. M. Easterly acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 22nd day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for
Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 11 o'clock A.M. February 24, 1932.

BY Gene Morgan DEPUTY. Mrs. M. A. Maret COUNTY CLERK.

Seal

THE STATE OF TEXAS ∅

County of Robertson ∅

KNOW ALL MEN BY THESE PRESENTS:

That we, John N. Erwin and wife, Eunice Erwin of the County of Robertson, State of Texas, for and in consideration of the sum of Three Hundred (\$300.00) Dollars, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as

VOL. 103 PAGE 92

such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows: Beginning at a point 50' to the right and opposite survey station No. 485-56 of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 38° 22' W. 106'; Thence along a 1° 59' curve to the right parallel to the center line of the above highway and 50' therefrom, a distance of 977' to a point 50' left and opposite survey station No. 495-32 of above highway; Thence N. 42° 35' E. 1641'; Thence S. 39° 10' E. 106' to a point 53' S. 39° 10' E. of survey station No. 511-73; Thence S. 42° 35' W. 1641' to a point 50' to the right and opposite survey station No. 495-32; Thence along a 2° 01' curve to the left parallel to the center line of the above highway and 50' therefrom a distance of 977' to the point of beginning, containing 5.94 acres of land, more or less, out of the V. Mendez survey;

To Have and To Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use and benefit of said county, heirs ~~and assigns forever~~, and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, as such, for use and benefit of said county, their heirs and assigns, against every person, whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 12th day of August, A. D. 1931.

John N. Erwin.

Eunice Erwin.

THE STATE OF TEXAS ∅

County of Robertson ∅

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared John N. Erwin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

THE STATE OF TEXAS ∅

County of Robertson ∅

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Eunice Erwin, wife of John N. Erwin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Eunice Erwin acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 12th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 11:20 O'clock A.M. February 23, 1932.

BY John N. Erwin DEPUTY. Mrs. M. A. Murch COUNTY CLERK.

VOL. 103 PAGE 93

THE STATE OF TEXAS ◊
County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Sallie Thomas, a feme sole, Oda Thomas and Jodie Thomas, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 11:45 o'clock A. M. March 9, 1932.

BY Gene Morgan DEPUTY. Mrs. M. J. West COUNTY CLERK.

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THE STATE OF TEXAS     ◊  
County of Robertson   ◊

WHEREAS, by an order of the County Court of Robertson County, sitting in matters probate, made at the September Term, A. D. 1931, of said Court, directing the sale of the tract of land hereinafter mentioned, belonging to the estate of Geneves Tribble and Louise Tribble, minors, guardianship of which was then pending in said court, upon an application for an order to sell land belonging to said estate made to said Court on the 2nd day of September, A. D. 1931, I, W. J. Tribble, guardian of the estate of said minors, did, on the 9th day of September, A.D. 1931, sell at private sale at Franklin, in said County of Robertson, the said tract of land to Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, for the use and benefit of said County, for the sum of \$150.00, cash in hand paid, same being paid out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said County of Robertson, Texas, in accordance with said order of Court made on the 9th day of September A. D. 1931, as aforesaid, And whereas, the report of said sale having been made to said Court, was, on the 15th day of September, A. D. 1931, at the September Term, A. D. 1931, of said Court, in all respects approved and confirmed by the decree of said Court as follows:

"No. 1816.

In re: Guardianship of             ◊             In the County Court of Robertson  
Geneves and Louise Tribble,     ◊             County, Texas. September Term,  
Minors.                             ◊             A. D. 1931.

On this the 15th day of September, A. D. 1931, came on to be heard in the guardianship of Geneves and Louise Tribble, minors, the report of W. J. Tribble, guardian of said minors, of the sale of the tract of land hereinafter described, made in obedience to the order of this Court made and entered on the 9th day of September, A. D. 1931; and it appearing to the Court that said report of sale has been filed and docketed in the manner

and for the time required by law; and it further appearing upon examination and the evidence herein, that said sale was fairly made, and in conformity with law, and that said guardian has filed his bond herein, as required by law, which has been duly approved by the Court, and that said land brought a fair price; and it further appearing that said tract of land was sold for highway purposes and that such sale was necessary; and it further appearing that Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, become the purchaser of said lands and premises for the use and benefit of said Robertson County, Texas, and at private sale for the sum of \$150.00, payable in cash, and that said lands and premises is described as follows:(Here follows description same as hereinbelow set out).

It is therefore Ordered, Adjudged and Decreed by the Court that the said sale be and the same is hereby in all respects approved and confirmed; and that said report of sale be recorded by the Clerk of this Court.

And it is further ordered that the said W. J. Tribble, guardian as aforesaid, make a proper conveyance of said land to the said Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, upon his compliance with said terms of sale.

Joe Y. McNutt, County Judge of Robertson  
County, Texas.

Now, Therefore, in consideration of the premises, and of One Hundred and Fifty (\$150.00) Dollars to me in hand paid by Joe Y. McNutt, County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads in and through said county, the receipt of which is hereby fully acknowledged and confessed, I, W. J. Tribble, Guardian as aforesaid, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, as such, for the use and benefit of said County, all that certain tract or parcel of land situated in the County of Robertson, Texas, more particularly described as follows, to-wit:

Being a part of and out of the William Archer Survey in Robertson County, Texas, and being a part of the 85 acre tract of land which was set apart to said minors in cause No. 7172 on the Civil Docket of the District Court of Robertson County, Texas, styled W. J. Tribble vs. Genevive Tribble et al, minors, by decree dated the 3rd day of December, A. D. 1926, and duly recorded in the Civil Minutes of said Court, and described by metes and bounds as follows:

Beginning at a point 53' S. 39 10' E. of survey station No. 511-73; Thence N. 39 10' W. 106'; Thence N. 42 35' E. 1423'; Thence S. 39 10' E. 106' to a point 53' S. 39 10' E of Survey station No. 526-96; Thence S. 42 35' W. parallel to the center line of the above highway and 50' therefrom a distance of 1423' to the point of beginning, containing 3.27 acres of land, more or less.

To Have and To Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, as County Judge of Robertson County, Texas, and his successors in office, as such, for the use and benefit of said County, its successors and assigns, forever.

Witness my hand this the 19 day of September, A. D. 1931.

W. J. Tribble, Guardian of the estate of  
Geneves and Louise Tribble, Minors.

THE STATE OF TEXAS    ◊  
 COUNTY OF LIMESTONE   ◊

Before me, Lee Brady, a Notary Public in and for McLennan County, Texas, on this day personally appeared W. J. Tribble, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as guardian of the estate of Geneves Tribble and Louise Tribble, Minors, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 19 day of September, A.D. 1931.

(Seal)

Lee Brady, Notary Public in and for  
 McLennan County, Texas.

Filed for record at 4 o'clock P.M. January 29, 1932, and duly recorded at 1 o'clock P.M. March 9, 1932.

BY Deane Morgan DEPUTY. Mrs. M. S. Mc Nutt COUNTY CLERK.

*Handwritten signature/initials*

THE STATE OF TEXAS    ◊  
 County of Robertson   ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, E. O. Walker and wife, Ruby E. Walker of the County of Robertson, State of Texas, for and in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows: Beginning at a point 1,057' N. 35° 22' W. from the S.E. corner of the Olive J. Walker tract, being a point 53' S. 35° 22' E. of survey station No. 454+78 of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 35° 22' W. 106'; Thence N. 23° 03' E. 1,731'; Thence S. 35° 48' E. 106' to a point 53' S. 35° 48' E. from survey station No. 472+09 of above highway; Thence S. 23° 03' W. 1,731' to the point of beginning, containing 3.97 acres, more or less, out of the Beeson Survey;

To Have and To Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use and benefit of said county, heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

103 PAGE 195

THE STATE OF TEXAS    §  
County of Robertson   §

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter Land and wife, Edna Easterly Land of the County of Robertson, State of Texas, for and in consideration of the sum of One Hundred Fifty (\$150.00) Dollars, to us cash in hand paid, by Joe Y. McNutt, County Judge of Robertson County, Texas, for use and benefit of said county, out of funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaing public roads through said county,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows:

Beginning at a point 53' S. 39° 10' E. of survey station No. 525+ 96 of State Highway No. 43, Joh No. 198-J, Robertson County; Thence N. 39° 10' W. 106'; Thence N. 42° 35' E. 1,931'; Thence S. 40° E. 106' to a point 53' S. 40° E of survey station No. 545+ 27 being a point 147' N. 40° W. of the N.E. corner of the Walter Land tract; Thence S. 42° 35' W. 1,931' to the point of beginning, containing 4.44 acres of land, more or less, out of the William Nichols survey;

To Have and To Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said county and his successors in office, as such, for use of said county, heirs and assigns forever; and we do here by bind ourselves, our heirs, executors and administrators, to warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 5th day of August, A. D. 1931.

W. E. Land.

Mrs. Edna Easterly Land.

THE STATE OF TEXAS    §  
County of Robertson   §

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Walter Land, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

THE STATE OF TEXAS    §  
County of Robertson   §

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Edna Easterly Land, wife of Walter Land, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Easterly Land acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 5th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 5 o'clock P.M.  
February 25, 1932.

BY Leue Morgan DEPUTY. Mrs. M. S. No. Maret COUNTY CLERK.

%%&%%&%%&%%&%%&%%&

THE STATE OF TEXAS ↓  
County of Robertson †

KNOW ALL MEN BY THESE PRESENTS:

That I, J. H. Rhodes of the County of Robertson, State of Texas, for and in consideration of One thousand Dollars, to me in hand paid by The First State Bank of Bremond, Texas, the receipt of which is hereby acknowledged, have this day Sold, Conveyed and Assigned, and by these presents do Sell, Convey and Assign unto the said The First State Bank of Bremond, Four (4) certain vendor's lien notes executed by B. F. Taite in favor of J. H. Rhodes in the sum of One Thousand Dollars, dated November 26th, 1929 and bearing interest from date at the rate of 7 per centum per annum, together with an attorney's fee of ten per cent, and due on the 26th day of November, 1930, 1931, 1932 and 1933 each note for the sum of Two hundred and fifty dollars executed by said B. F. Taite in favor of said J. H. Rhodes.

Said notes having been executed in part payment for the following described lot or parcel of land situated in the County of Robertson, State of Texas, to-wit: 92 acres of land out of the Dennis Hagerty 1/3 League in Robertson County, Texas, said land being fully described in a deed executed by J. H. Rhodes and wife, Florence Rhodes to said B. F. Taite dated November 26th, 1929 and recorded in Vol. 96 on page 477 of the deed records of Robertson County, Texas, to which reference is here made for complete description of said land.

And I also hereby Bargain, Sell and Convey unto the said The First State Bank of Bremond all of the right, title and interest owned or held by me in said land by virtue of said notes herein conveyed and assigned.

Said land and notes being fully set out and described in a deed duly executed by J. H. Rhodes and wife, Florence L. Rhodes to the said B. F. Taite and recorded in volume 96, page 477, Records of Deeds for Robertson County, Texas, which is referred to and made a part hereof for further description.

To Have and to Hold, Unto the said The First State Bank of Bremond, their heirs and assigns, the above described notes, together with all and singular the contract lien, vendor's lien, rights, equities, titles and interest in said land, which I have by virtue of being the vendor in said deed and payee in said notes and the legal holder and owner of said notes.

And I do hereby bind myself: that said notes — the first and only lien on said

Given under my hand and seal of office, this 2nd day of Jan., A. D. 1932.

(Seal)

John Newberry, Notary Public in and for  
San Patricio County, Texas.

THE STATE OF TEXAS

County of San Patricio      Before me, A Notary Public in and for San Patricio  
County, Texas, on this day personally appeared Girtie Dryman, wife of Jess Dryman, known  
to me to be the person whose name is subscribed to the foregoing instrument, and having  
been examined by me privily and apart from her husband and having the same fully explained  
to her, she, the said Girtie Dryman acknowledged such instrument to be her act and deed,  
and declared that she had willingly signed the same for the purposes and consideration  
therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 2nd day of Jan., A. D. 1932.

(Seal)

John Newberry, Notary Public in and for  
San Patricio Co., Texas.

Filed for record at 3 o'clock P. M. February 1st, 1932, and duly recorded at 5 o'clock P.M.  
February 23, 1932.

BY Deane Morgan DEPUTY. Mrs. M. S. Maxwell COUNTY CLERK.

*Seal*

THE STATE OF TEXAS  
County of Robertson

KNOW ALL MEN BY THESE PRESENTS:

That we, J. M. Easterly and wife, Mrs. J. M. Easterly of the County of  
Robertson, State of Texas, for and in consideration of the sum of One (\$1.00) Dollars,  
to us, cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas,  
out of public funds in his hands for use in acquiring right-of-way and grounds necessary  
for building and maintaining public roads through said county, for the use and benefit of  
said county, receipt of which is hereby acknowledged and confessed;  
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto  
the said Joe Y. McNutt, County Judge of said county, and his successors in office, as  
such, for use and benefit of said county; of the County of Robertson, State of Texas,  
all that certain lot or parcel of land, lying and being situated in Robertson County,  
Texas, described as follows: Being a strip of land 30' wide off of the south end of  
Lots Nos. 9 and 10, in Block between Central Avenue and Prairie Avenue, in the town of  
Easterly, Texas, according to the map and plat of said town, of record in the deed records  
of Robertson County, Texas, to which reference is here made for further description.

To Have and To Hold the above described premises, together with all and singular,  
the rights and appurtenances thereto in anywise belonging, unto the said Joe Y. McNutt,  
County Judge of said county, and his successors in office, as such, for use and benefit  
of said county, heirs and assigns forever; and we do hereby bind ourselves, our heirs,  
executors and administrators, to Warrant and Forever Defend, all and singular the said

premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 22nd day of August, A.D. 1931.

J. M. Easterly.

Mrs. J. M. Easterly.

THE STATE OF TEXAS        ◊  
County of Robertson       ◊            Before me, W. A. Nickelson, a Notary Public in and for  
Robertson County, Texas, on this day personally appeared J. M. Easterly, known to me to  
be the person whose name is subscribed to the foregoing instrument, and acknowledged to me  
that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22nd day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

THE STATE OF TEXAS        ◊  
County of Robertson       ◊            Before me, W. A. Nickelson, a Notary Public in and for  
Robertson County, Texas, on this day personally appeared Mrs. J. M. Easterly, wife of J.M.  
Easterly, known to me to be the person whose name is subscribed to the foregoing instrument,  
and having been examined by me privily and apart from her husband, and having the same  
fully explained to her, she, the said Mrs. J. M. Easterly acknowledged such instrument to  
be her act and deed, and declared that she had willingly signed the same for the purposes  
and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 22nd day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 11 o'clock A.M.  
February 24, 1932.

BY Elmer Mergow DEPUTY. Mrs. M. S. Muret COUNTY CLERK.

℅℅℅℅℅℅℅℅℅℅℅℅℅℅

THE STATE OF TEXAS        ◊  
County of Robertson       ◊            KNOW ALL MEN BY THESE PRESENTS:

That we, John N. Erwin and wife, Eunice Erwin of the County of Robertson, State  
of Texas, for and in consideration of the sum of Three Hundred (\$300.00) Dollars, to us  
cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of  
public funds in his hands for use in acquiring right-of-way and grounds necessary for  
building and maintaining public roads through said county, for the use and benefit of  
said county, receipt of which is hereby acknowledged and confessed;  
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto  
the said Joe Y. McNutt, County Judge of said county, and his successors in office, as

103 92  
VOL. 103 PAGE 92

McNutt, County Judge of said County and his successors in office, as such, for use of said County, heirs and assigns forever; and we do hereby bind ourselves our heirs ex-ecutors and administrators, to warrant and forever defend, all and singular the said premises unto the said Joe Y.McNutt, County Judge of said County, and his successors in office, as such, for use of said County, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas this 5th day of August A.D.1931.

L.L.Martin

Kittie Martin.

THE STATE OF TEXAS, §

County of Robertson § Before me, W.A.Nickelson, Notary Public, in and for Robertson County, Texas on this day personally appeared L.L.Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of August A.D.1931.

(Seal)

W.A.Nickelson, Notary Public,  
Robertson County, Texas.

THE STATE OF TEXAS. §

County of Robertson § Before me, W.A.Nickelson, Notary Public, in and for Robertson County, Texas on this day personally appeared Kittie Martin, wife of L.L.Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Kittie Martin, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 5th day of August A.D.1931.

(seal)

W.A.Nickelson, Notary Public,  
Robertson county Texas.

Filed for record January 28th. 1932, at 10 oclock a.m. and duly recorded at 3:30 oclock P.M. March 5th A.D.1932.

BY Deena Mayson DEPUTY

Mrs. M. S. De Maret COUNTY CLERK

§§§§§§§§§§§§§§§§§§

THE STATE OF TEXAS, §

County of Robertson § KNOW ALL MENBY THESE PRESENTS:

That we, Lee Martin and wife Pauline Martin, of the County of Robertson, State of Texas, for and in consideration of the sum of One (\$1.00) dollars to us cash in hand paid, by Joe Y.McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said County, for use and benefit of said County, receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Joe Y.McNutt, County Judge of said County, and his successors in office, as such for use of said County,

of the County of Robertson, State of Texas, all that certain lot or parcel of land, lying and being situated in Robertson county, Texas, described as follows: Being a strip of land 11' wide off of the south end of lots Nos. 1 and 2 Block east of and adjacent to Prairie Avenue in the town of Easterly Texas, according to the map and plat of said town of record in the deed records of said County to which reference is here made for further description;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said County and his successors in office, as such for use of said County, heirs and assigns forever; and we do hereby bind ourselves, our, heirs executors and administrators to warrant and forever defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such for use and of said County their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at Easterly Texas, this 22nd day of August A.D.1931.

Lee Martin  
Pauline Martin.

THE STATE OF TEXAS. §

County of Robertson § Before me, W.A. Nickelson, a Notary Public, in and for Robertson County, Texas on this day personally appeared Lee Martin known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22nd day of August A.D.1931.

(seal) W.A. Nickelson, Notary Public,  
Robertson county, Texas.

THE STATE OF TEXAS, §

County of Robertson § Before me, W.A. Nickelson, A Notary Public, in and for Robertson County Texas, on this day personally appeared Pauline Martin, wife of Lee Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Pauline Martin, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 22nd day of August A.D.1931.

(SEAL) W.A. Nickelson, Notary Public, in  
and for Robertson county, Texas.

Filed for record January 28th. 1932, at 10 oclock A.M. and duly recorded at 3:40 oclock P.M. March 8th. 1932,

BY Deane Morgan DEPUTY Mo. M. J. see merit COUNTY CLERK.

\*\*\*\*\*

103-164

(c/64)

COUNTY OF ROBERTSON \* IN THE COUNTY COURT OF ROBERTSON COUNTY,  
VS. NO. 1457 \* TEXAS.  
JOHN MULLINS ET AL. \* THOS. R. CHANDLER, SPECIAL JUDGE.

This day came on to be considered the written statement and petition, filed in this cause by the County of Robertson, petitioner, on the 26th day of October, A.D. 1931, asking and seeking the condemnation of a certain strip and parcel of land therein fully described, for the purpose of using same as right of way for the construction, building and maintaining et cetera of a public road and highway, all of which fully appears from said statement and petition; which said land and property is alleged to be the property of John Mullins and Anne Mullins, wife.

And it being made to appear that the County of Robertson Petitioner, made all possible effort to have an agreement and understanding with John Mullins, <sup>and Anne Mullins</sup> ~~and Anne Mullins~~ the defendant land-owners, upon the selection and appointment of suitable persons to serve as Special Commissioners to Assess the damages occasioned by the condemnation of said land, and that the said defendants have refused and failed and still fails and refuses to enter into an agreement or take any part whatsoever in the selection of suitable persons to serve as such Special Commissioners.

It being the duty of the ~~County Judge~~ court to ~~see~~ ~~that~~ appoint suitable and qualified persons to serve as Special Commissioners in the above cause to assess the damages occasioned by the condemnation of said land, the court here now appoints S. J. Morris, W. W. Smith and Frank James, disinterested freeholders of Robertson County, Texas, as Special Commissioners to assess damages in said condemnation proceeding.

Done at Franklin Texas, this 12th day of February, A.D. 1932.

Thos. R. Chandler

Special County Judge, Robertson County,  
Texas.

NO. \_\_\_\_\_

THE STATE OF TEXAS            )            IN THE COUNTY COURT OF  
COUNTY OF ROBERTSON        )            ROBERTSON COUNTY, TEXAS.

TO HONORABLE JOE Y. McNUTT :

Comes now the county of Robertson, appearing herein and thru' her County Attorney, who is acting upon and under the instructions of and at the instance of Commissioners Court of said County of Robertson, consisting of Joe Y. McNutt, County Judge, C.P. Briggs, H.P. Hilly, A.G. Scott and J.S. Allen, Commissioners, said County of Robertson bring ing this action for and on behalf of the State Highway Commission of The State of Texas, complaining of Mr. John Mullins and Mrs Anne Mullins and for cause of action, County of Robertson herein after called "Petitioners", would show:

(1) That The State Highway Commission of The State of Texas, for whose benefit this petitioner brings this action, is now engaged in constructing a public road and highway, which said road and highway is situated in and traverses and passes through Robertson County, Texas, and is in part situated in and upon the hereinafter described tract of land. That said public road and highway has been surveyed and will be built across and upon said hereinafter described tract of land, belonging to and owned by the said John Mullins and wife, Mrs Anne Mullins, who are hereinafter styled "defendants"

(2) That the tract of land above mentioned is describe by metes and bounds as follows:

Beginning at A point 55° S 42° ~~W~~ degrees 55° E of survey Station No. 565-44 of State Highway No. 43, Job No. 198-J Robertson County; Thence N 42 Degrees 55' W 110 degrees; Thence N 59 degrees 12' E 105'; Thence S 48 degrees 55' W 110'; Thence S 59 degrees 12' W 105' to the point of beginning, containing 0.23 acres of land more or less, out of the Williams Nicholas Survey.

(3) That the above described property is intended to be used by your petitioner for the purpose of a right-a-way for such road and highway; That it is necessary for the construction, maintenance and operation of said road and highway that petitioner take, acquire hold and enjoy said property for the purpose of a right of way therefor. That public convenience and necessity demand that petitioner acquire, hold and enjoy same for the purpose stated.

(4) That your petitioner, acting by and thru' its proper officers and agents has been unable to agree with the defendants upon

the value of the above described property, or the damages which defendant may suffer by reason of the acquisition thereof by the petitioner for the purposes and uses stated, but that the petitioner had made bona fide efforts to agree with defendants upon such values and damages, which efforts have wholly failed.

WHEREFORE, petitioner prays that Your Honor forthwith name and appoint three disinterested freeholders of the County of Robertson, as Special Commissioners, who shall assess the amount of said damages and the value of said land, to the end that petitioner may at once enter upon said land for the construction of public road and highway, and for a decree of condemnation vesting in your petition said right of way across and upon said land for costs of suit and for all other orders and relief, general and special, legal and equitable, to which petitioner may be entitled under the facts and premises set out, and so will ever pray.

*J. L. Johnson*  
County Attorney, Robertson County,  
*C. L. Matthews*  
Assistant County Attorney, Robertson  
County,  
Attorneys for the Petitioner.

COUNTY OF ROBERTSON |  
VS | No. 1457  
JOHN MULLINS ET UX |

IN THE COUNTY COURT OF  
ROBERTSON COUNTY, TEXAS.

On this the 26th day of Oct. A.D. 1931, the above petition in the above entitled and numbered cause was filed and <sup>is</sup> to be set down for trial in the County Court of Robertson County, Texas.

The above entitled and numbered cause having been carefully considered /by the Court and with the objections that were raised in companion ~~xxxxxx~~ cases before me, I am of the opinion that I, Joe Y McNutt, County Judge of Robertson County, Texas, am disqualified to serve as the presiding judge in the above matter for the following reasons: (1) The County Judge is the presiding officer of the Commissioners Court and has directed that this proceedings be issued and instituted. (2) That he is further the financial manager and head and agent of said County of Robertson being directly interested in the determination of this suit. For the above good and sufficient reason The County Judge voluntarily recuses himself.

entitled and numbered cause.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the said Joe Y. McNutt, County Judge of Robertson County, Texas, is disqualified to try the above entitled and numbered cause.

*Joe Y. McNutt*  
County Judge of Robertson County  
Texas.

The following is a copy of the original document as it appears in the records of the County Clerk's Office, Dallas, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Dallas, Texas, this 1st day of February, 1953.

JOHN W. MILLER, County Clerk  
Dallas, Texas

Witness my hand and the seal of said County at Dallas, Texas, this 1st day of February, 1953.

Special Judge, County Court, Dallas, Texas

By *John W. Miller*  
County Clerk

*John W. Miller*  
County Clerk

*[Handwritten signature]*

COUNTY OF ROBERTSON

IN THE COUNTY COURT,

vs.

JOHN MULLINS ET UX.

ROBERTSON COUNTY, TEXAS.

On this, the 1st day of March, A. D. 1932, in the above matter, came on to be considered the decision of the Special Commissioners therein filled with the Special County Judge of Robertson County, Texas, on the 19th day of February, 1932, and it appearing to the Court that no objection to such decision has been filed within ten days.

It appearing to the Court that on the 26th day of October, 1931, the County of Robertson, plaintiff herein, filed its statement with the Hon. Joe Y. McNutt, County Judge of Robertson County, Texas, to condemn, for the purpose of a right-of-way of a public road and highway, the following described property of John Mullins and Anne Mullins, defendants herein, to be used for such right-of-way, to-wit:

Beginning at a point 55' S. 42 degrees 55' E of survey Station No. 565-44 of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 42 Degrees 55' W. 110 degrees; Thence N. 59 degrees 13' E. 105'; Thence S. 42 degrees 55' W. 110'; Thence S. 59 degrees 13' W. 105' to the point of beginning, containing 0.25 acres of land, more or less, out of the Williams Nicholas Survey.

It further appearing to the Court that on said 26th day of October, 1931, the Hon. Joe Y. McNutt, County Judge of Robertson County, Texas, endorsed on said statement his disqualification and filed the same with the County Clerk of Robertson County, Texas, on said date, who certified such disqualification to the Hon. R. S. Sterling, Governor of The State of Texas; and the said Governor, on the 11th day of February, 1932, appointed the undersigned as Special Judge to try said cause, who qualified as such on the 12th day of February, 1932.

It further appearing to the Court that on the 12th day of February, 1932, the statement of the County of Robertson, plaintiff, was presented to the Court, and the Court, after due consideration, appointed S. J. Maris, W. W. Smith and Frank James, three disinterested freeholders of Robertson County, as Special Commissioners to assess the damages, that such commissioners met, took the oath required by law, appointed a date and time for hearing such parties, gave and caused to be served notice thereof, as required by law, and, after due hearing,

made their decision of the following wording: all of the matters, recitations and findings in which decision as here found to be true and correct, to-wit:

No. 1457.  
County of Robertson vs. John Mullins et ux  
In the County Court of Robertson County, Texas, before Thos. A. Chandler, Judge.

On this 19th day of February, A. D. 1932, we, the undersigned Special Commissioners, having been heretofore duly appointed and qualified to assess the damages herein, held an open hearing, pursuant to due notices to the parties, and the County of Robertson appeared by her County Attorney, and the defendants appeared in person, and each side presented evidence upon the issues pending for decision, and upon consideration of said evidence, it is our opinion that the value of the land to be condemned, as described in plaintiff's petition, is the sum of \$1250.00. We further find that the defendants will suffer damages to the remainder of their homestead property, the tract out of which the condemned parcel is taken, to the extent of \$900.00.


Wherefore we make our award to the defendant in the sum of \$1050.00, total; and the county shall not be required to pay any sum by way of expenses for removal or improvement, the estimated expense of removal of improvements having been included herein.

It is further ordered that the costs shall be assessed against and paid by the plaintiff.

S. J. MARIE  
W. W. SMITH  
FRANK JAMES  
Special Commissioners.

which decision, together with other papers connected with the proceedings were by said commissioners filed with said Court on the 19th day of February, 1932, and it appearing to the Court that no objection to such decision has been filed within ten days, the same is herewith filed with the clerk of said court.

It is therefore ordered, adjudged and decreed that such decision be, and it is hereby, made the judgment of the Court; and it is further ordered that such decision be recorded with this judgment in the minutes of such court, that writ of possession issue in behalf of the plaintiff, County of Robertson, and that execution issue in behalf of the defendants, John Mullins and Anne Mullins, for the damages so awarded them, and in behalf of defendants against plaintiff for the costs in this behalf expended.

  
Special Judge, County Court, Robertson County, Texas.

THE STATE OF TEXAS ◊

KNOW ALL MEN BY THESE PRESENTS:

County of Robertson ◊

That we, Andrew Franks and wife, Maggie Franks of the County of Robertson, State of Texas, for and in consideration of the sum of Fifty (\$50.00) Dollars, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way, and grounds necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county and his successors in office, as such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract, parcel or lot of land, lying and being situated in Robertson County, Texas, described as follows:

Beginning at a pint 55' S 42° 55' E of survey station No. 570+49 of State Highway No. 43, Job No. 198-J, Robertson County; Thence N. 42° 55' W 110'; Thence N. 59° 12' E. 60'; Thence S. 42° 55' E. 110'; Thence S 59° 12' W. 60' to the point of beginning, containing 0.14 acres, more or less, out of the William Nichols Survey;

To Have and To Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at Easterly, Texas, this 20th day of August, A.D. 1931.

A. Franks.

Maggie Franks.

THE STATE OF TEXAS ◊

County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Andrew Franks known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

THE STATE OF TEXAS ◊

County of Robertson ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Maggie Franks, wife of Andrew Franks, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Maggie Franks acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 20th day of August, A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 11:40 o'clock A. M. February 23, 1932.

BY Deena Morgan DEPUTY. Mrs. M. S. Lee Maxey COUNTY CLERK.

*§§§§§§§§§§§§§§§§§§*

THE STATE OF TEXAS    ◊  
County of Robertson   ◊

KNOW ALL MEN BY THESE PRESENTS:

That I, L. D. Franks, of the County of Robertson, State of Texas, for and in consideration of the sum of Fifty (\$50.00) Dollars, to us cash in hand paid by Joe Y. McNutt, as County Judge, of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for use and benefit of said county, receipt of which is hereby acknowledged and confessed;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such for use and benefit of said County, of the County of Robertson, State of Texas, all that tract or parcel of land lying and being situated in Robertson County, Texas, and described as follows:

Being a strip of land 50' wide off of the East end of Lot No. 6 and 7, in Block No. 1, in the town of Ridge, Texas, according to the map and plat of said town;

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use of said county, heirs and assigns forever; and we do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness our hands at Easterly, Texas, this 10<sup>th</sup> day of Sept., A.D. 1931.

L. D. Franks.

THE STATE OF TEXAS    ◊  
County of Robertson   ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared L. D. Franks, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10<sup>th</sup> day of Sept., A. D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 11:45 o'clock A. M. February 24, 1932.

BY Deena Morgan DEPUTY. Mrs. M. S. Lee Maxey COUNTY CLERK.

(103/162)

is entitled under the Constitution and laws of this State, exempt from forced sale, all that certain tract or parcel of land situated in the City of Calvert, Robertson County, Texas said land being described as follows: to-wit: Lots 6, 7 and 8 in Block 75, of the City of Calvert, according to the map of said City as drawn by Theo. Kosse and recorded in the Robertson County Deed Records. Said lots being the same property on which my house is located and on which I have resided for many years. I do hereby designate the above property as my homestead and further claim that I have never claimed any other property in this county as my homestead, and at the present time am not claiming any other property, other than the above described as my homestead.

Witness my hand this the 3rd day of March A.D.1932.

E.N.Tompkins.

THE STATE OF TEXAS

County of Robertson Before me, the undersigned authority, notary Public, in and for Robertson County, Texas on this day personally appeared E.N.Tompkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_ day of March A.D.1932.

(seal)

W.A.McMillan, Notary Public, in and for Robertson County, Texas.

Filed for record at 4 oclock P.M.March 4th. 1932, and duly recorded at 3:05 oclock P.M. March 8th. 1932.

BY Deane Morgan DEPUTY Mrs. M. S. Sequest COUNTY CLERK.

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THE STATE OF TEXAS.

County of Robertson KNOW ALL MEN BY THESE PRESENTS:

That we, L.L.Martin and wife Kittie Martin, of the County of Robertson, State of Texas for and in consideration of the sum of eighty (\$80.00) dollars to us cash in hand paid, by Joe Y.McNutt, as County Judge of Robertson County, Texas, for use and benefit of said County, out of public funds, in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said County, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Joe Y.McNutt, County Judge and his successors in office, as such, for use and benefit of said County, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows:

Beginning at a point 50' right and opposite survey station No. 571 + 10 OF State Highway No. 43, Job 198-J Robertson County: Thence N 42° 55' W 100': Thence N 59° 12' E 518'; Thence S 39°48' E 100' to a point 50' right and opposite survey station No. 576+ 28 same being a point 84' N 39° 48' W from the N.E. corner of the said L.L.Martin tract; Thence S 59°12' W 518' to the point of beginning, containing 1.17 acres, more or less, out of William Nichols survey;

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anyway belonging, unto the said Joe Y.

McNutt, County Judge of said County and his successors in office, as such, for use of said County, heirs and assigns forever; and we do hereby bind ourselves our heirs ex-ecutors and administrators, to warrant and forever defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use of said County, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas this 5th day of August A.D. 1931.

L.L. Martin

Kittie Martin.

THE STATE OF TEXAS, §  
 County of Robertson § Before me, W.A. Nickelson, Notary Public, in and for Robertson County, Texas on this day personally appeared L.L. Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of August A.D. 1931.

(Seal)

W.A. Nickelson, Notary Public,  
 Robertson County, Texas.

THE STATE OF TEXAS. §  
 County of Robertson § Before me, W.A. Nickelson, Notary Public, in and for Robertson County, Texas on this day personally appeared Kittie Martin, wife of L.L. Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Kittie Martin, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 5th day of August A.D. 1931.

(seal)

W.A. Nickelson, Notary Public,  
 Robertson county Texas.

Filed for record January 28th. 1932, at 10 oclock a.m. and duly recorded at 3:30 oclock P.M. March 8th A.D. 1932.

BY Deane Mayson DEPUTY Mrs. M. S. De Mart COUNTY CLERK

§§§§§§§§§§§§§§§§§§§§§§§§§§§§

THE STATE OF TEXAS, §  
 County of Robertson § KNOW ALL MENBY THESE PRESENTS:

That we, Lee Martin and wife Pauline Martin, of the County of Robertson, State of Texas, for and in consideration of the sum of One (\$1.00) dollars to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said County, for use and benefit of said County, receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such for use of said County,

act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 19th day of Aug., A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for  
Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 2:30 o'clock P.M. March 8, 1932.

BY Deena Morgan DEPUTY. Mrs. M. S. Merritt COUNTY CLERK.

THE STATE OF TEXAS    ◊  
County of Robertson   ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, Quill Pierce, W. Murchison, and W. D. Davlin, Trustees of the Easterly School District, No. 4, of Robertson County, Texas, acting for and on behalf of said School District, of the County of Robertson, State of Texas, for and in consideration of the sum of One (\$1.00) Dollar, and other considerations, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for the use and benefit of said county, receipt of which consideration is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county and his successors in office, as such, for the use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows:

Beginning at a point on the South line of Easterly School Property, same being a point 50' N. 39° 48' W. of Survey Station No. 576+28 of Highway No. 43, town of Easterly, Robertson County; Thence N. 59° 12' E. parallel to the center line of the above highway and 50' therefrom, a distance of 147'; Thence S. 49° 59' E. with the North line of said School Property 100' to a point 50' right of Survey station No. 577+75; Thence S. 59° 12' W. 147'; Thence N. 39° 48' W. 100' to the point of beginning, containing 0.338 acres, more or less.

To Have and To Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Joe Y. McNutt, County Judge of said County, and his successors in office, as such, for use and benefit of said county, heirs and assigns forever; and we do hereby bind ourselves, and said School District, its officers, heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Easterly, Texas, this 21st day of Sept., A.D. 1931.

Quill Pierce.

W. M. Davlin.

W. Murchison.

THE STATE OF TEXAS    ◊

County of Robertson   ◊

Before me, W. A. Nickelson, a Notary Public in and for Robertson County, Texas, on this day personally appeared Quill Pierce, W. Murchison and W. D. Davlin, Trustees of Easterly School District No. 4, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and as the act of said school district, and in the capacity therein stated.

Given under my hand and seal of office, this 21st day of Sept., A.D. 1931.

(Seal)

W. A. Nickelson, Notary Public in and for Robertson County, Texas.

Filed for record at 10 o'clock A. M. January 28, 1932, and duly recorded at 3 o'clock P.M. March 8, 1932.

BY Deane Morgan DEPUTY. Mrs. M. S. Maxey COUNTY CLERK.

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THE STATE OF TEXAS ◊

County of Robertson ◊

KNOW ALL MEN BY THESE PRESENTS:

That I, Mrs. G. Rabe, a feme sole, of the County of Robertson, State of Texas, for and in consideration of the sum of Two Hundred Ninety One (\$291.60) & 60/100 Dollars, to me, cash in hand paid, by Joe Y. McNutt, County Judge of Robertson County, Texas, for the use and benefit of Robertson County, Texas, and paid out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining of public roads through said county, receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of Robertson County, Texas, and his successors in office, as such, for the use and benefit of Robertson County, Texas, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, described as follows:

Beginning at survey station No. 226+11 of State Highway No. 43, Job No. 198+J, Robertson County, being the E corner of the Clarence Pierce tract; Thence N. 38° 17' W 50'; Thence N. 56° 51' E. 1789'; Thence N. 29 E. 220' to a point 150' left and opposite survey station No. 246+00; Thence N. 56° 51' E. 2300' to a point 150' left and opposite survey station No. 269+00; Thence N. 83 E. 220' to a point 50' left and opposite survey station No. 271+00; Thence N. 56° 51' E. 2451' to a point 50' left and opposite survey station No. 295+51.4; Thence along a 1° 01' curve to the right parallel to a 1° curve on the center line with a central angle of 33° 48' a distance of 746'; Thence S. 24° 04' E. 50' to survey station No. 302+97; Thence along a 1° curve to the right having a central angle

VOL. 103 PAGE 179

Given under my hand and seal of office, this 15 day of Feb., A. D. 1932.

(Seal)

Jno. H. Lomax, Notary Public in and for
Robertson County, Texas.

Filed for record at 3 o'clock P. M. February 27, 1932, and duly recorded at 3:30 o'clock P.M.
March 9, 1932.

BY Ellen Morgan DEPUTY. Mrs. M. S. De Maret COUNTY CLERK.

For the State of Texas

THE STATE OF TEXAS ◊
County of Robertson ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, R. Kirkpatrick and wife, _____ Kirkpatrick, of the County of Harris, State of Texas, for and in consideration of the sum of Five (\$5.00) & No/100 Dollars, and other good and valuable considerations, to us cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in his hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads through said county, for use and benefit of said county, receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county and his successors in office, as such, for use and benefit of said county, of the County of Robertson, State of Texas, all that certain tract or parcel of land, lying and being situated in Robertson County, Texas, and described as follows:

Beginning at a point on the South line of the R. Kirkpatrick property, same being a point 50' N. 49° 59' W. of survey station No. 577+ 75 of State Highway No. 43, town of Easterly, Robertson County; Thence N. 59° 12' E. 199'; Thence S. 36° 13' E. with the North line of the R. Kirkpatrick property a distance of 100' to a point 50' right and opposite survey station No. 579+ 74 of the above highway; Thence S. 59° 12' W. 199'; Thence N. 49° 59' W. with the South line of the R. Kirkpatrick property, a distance of 100' to the place of beginning, containing 0.457 acres, more or less.

It is understood and agreed that all buildings, fences and other improvements on the above described tract of land shall be moved by the County and at the expense of the County of Robertson, State of Texas.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for the use and benefit of said county, heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for use and benefit of said county, their heirs

and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Mineola, Texas, this 19 day of Feb. A. D. 1932.

R. Kirkpatrick.

Lottie Kirkpatrick.

THE STATE OF TEXAS

County of Wood

Before me, H. L. Lott, Notary Public in and for Wood County, Texas, on this day personally appeared R. Kirkpatrick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19 day of Feb., A. D. 1932.

(Seal)

H. L. Lott.

THE STATE OF TEXAS

County of _____

Before me, W. A. Nickelson, a Notary Public in and for _____ County, Texas, on this day personally appeared Lottie Kirkpatrick, wife of R. Kirkpatrick, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lottie Kirkpatrick acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 19 day of Feb., A. D. 1932.

(Seal)

W. A. Nickelson.

Filed for record at 3 o'clock P.M. February 27, 1932, and duly recorded at 4 o'clock P.M. March 9, 1932.

BY Deane Morgan DEPUTY. Mrs. J. S. Martin COUNTY CLERK.

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THE STATE OF TEXAS

County of Robertson

KNOW ALL MEN BY THESE PRESENTS:

That I, J. C. Holman of the County of Robertson, State of Texas, for and in consideration of the sum of One Hundred Fifty (\$150.00) Dollars, to me cash in hand paid, by Joe Y. McNutt, as County Judge of Robertson County, Texas, out of public funds in my hands for use in acquiring right-of-way and grounds necessary for building and maintaining public roads in said county, for the use and benefit of said county, receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Joe Y. McNutt, County Judge of said county, and his successors in office, as such, for the use and benefit of said County, of the County of Robertson, State of Texas, all that certain tract, strip or parcel of land, lying and being situated in said county, described as follows:

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

That we, D.J.Easterly and his wife Susan Easterly, have this day filed a Map of the town of Easterly in the County of Robertson, and State of Texas, in the office of the Clerk of the County Court of said County, to be recorded in the records of deeds of said County for reference. The said town of Easterly containing (6) Six Blocks of Lots as shown by the Map thereof which accompanies this deed and is to be recorded with it as a part thereof, and is situated immediately upon the line of the International and Great Northern Railroad upon a survey starting in the name of William Nicholas upon the official Map of said Robertson County, as published by the General Land Office of the State of Texas, And the said D.J.Easterly and wife Susan Easterly hereby give, grant and dedicate to the public as highways, such portions of each and all of the streets and alleys designated on the Map accompanying this deed as may be contiguous to or adjoining any lots or blocks of land so laid off on said Map, which have been or may hereafter be conveyed by us to any other person; all other streets and alleys designated on said Map or portions of them not contiguous to lots or blocks conveyed are to be and remain the private property of said D.J.Easterly and wife Susan Easterly and may be replatted or closed up at their option. But the strip of land on each side of the railroad tract marked on the Map "Railroad Reservation" and which extends (100) one hundred feet from the center of the track on each side is not included in this dedication, and the said railroad company in its use and occupation of the improvements thereof, shall not in any manner be subject to any ordinances or regulations of the municipal authorities of said town, but the said strip shall be and remain the property of the said Railroad Company.

Witness our hands at Easterly, Texas, this 22nd. day of July, A.D. 1902.

Daniel J. Easterly.  
Susan E. Easterly.

The State of Texas, )  
County of Robertson) Before me, J.M. Easterly, a Notary Public in and for the County of Robertson, and State of Texas, on this day personally appeared D.J. Easterly and wife Susan Easterly, well known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for all the purposes and consideration therein expressed. And the said Susan Easterly wife of the said D.J. Easterly, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Susan Easterly, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and official seal of office, this the 22, day of July, A.D. 1902.

(L.S.) J.M. Easterly, Notary Public,  
Robertson County, Texas.

Filed for record at 10 o'clock A.M. July, 23rd. A.D. 1902, and was duly recorded at 3 o'clock P.M., August, 7th. A.D. 1902.

BY MS Moseley DEPUTY.

W. H. Wilson, C.C.C.R.C.

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

That we, D.J. Easterly and Susan Easterly, husband and wife, of the County of Robertson, State of Texas, for and in consideration of the sum of Five Hundred (\$500.00) Dollars, to us in hand paid by L. Hays as follows: Cash in hand the receipt whereof is hereby acknowledged; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said L. Hays of the County of Robertson, in the State of Texas, all that certain Lot, Tract or Parcel of Land described as follows, to-wit:

Being Lots Numbers (1) One and (2) Two in Block Number (1) One; said Lots measuring (25) Twenty-five feet front by (125) One hundred and twenty-five feet deep. Also Lots (12) Twelve and (13) Thirteen in Block Number (1) One; said Lots measuring (125) One Hundred and twenty-five feet deep by (90) Ninety feet front, said lots and blocks more fully described on the Map of said town of Easterly on record in the records of deeds for said County in the County Clerk's Office in Book Volume 41 at page 355 together with all and singular the improvements situate thereon.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said L. Hays, and his heirs and assigns forever; and we do hereby bind ourselves, and our heirs, executors and administrators, to Warrant and forever defend, all and singular the said premises unto the said L. Hays, and his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at Easterly, Texas, this 22nd. day of July, A.D. 1902.

Daniel J. Easterly.  
Susan E. Easterly.

The State of Texas, )  
County of Robertson) Before me, J.M. Easterly, a Notary Public in and for the County of Robertson, in the State of Texas, on this day personally appeared D.J. Easterly and Susan Easterly, his wife, both well known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Susan Easterly having been examined by me privily and apart from her husband, and having the said instrument fully explained to her, she, the said Susan Easterly, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it-

Given under my hand and official seal, this 22nd. day of July, A.D. 1902.

(L.S.) J.M. Easterly, Notary Public,  
Robertson County, Texas.

3.

File No. MF112746

Deed

Date Filed: 5/9/11

Jerry E. Patterson, Commissioner

By [Signature]

2. 0. 11

AFFIDAVIT OF CONSIDERATION PAID

STATE OF TEXAS §

COUNTY OF ROBERTSON §

KNOW ALL MEN BY THESE PRESENTS, that before me, the undersigned authority, in and for the State of Texas, on this day personally came and appeared **Amy Lindsey, Landman of EnCana Oil & Gas (USA), Inc.**, (EnCana), whose address is 14001 North Dallas Parkway, Suite 1000, Dallas, Texas 75240, known by me to be a credible person above the lawful age of twenty-one (21) years, and who by me being duly sworn, on his oath, deposes and says to-wit:

EnCana is desirous of acquiring an Oil, Gas and Mineral Lease covering 19.277 acres of highway Right-of-Way in Robertson County, Texas, from the Texas General Land Office (GLO). As required by the GLO, this affidavit discloses the highest bonus paid and highest royalty agreed in leasing lands that encompass both sides of said highway Right-of-Way. **The highest bonus paid was \$500.00 per net mineral acre, and a 1/4 (25%) royalty.** I affirm that this was the highest bonus and royalty paid on adjacent lands to this Right-of-Way.

The legal description for the Right-of-Way is:

19.277 acres, more or less, out of the V. Mendez Survey, A-382, the W. Archer Survey, A-62, and the W. Nichols Survey, A-294, Robertson County, Texas, being more fully described as sixteen tracts:

Tract 1: 5.94 acres, more or less, out of the V. Mendez Survey, A-382, Robertson County, Texas, being the same land described in that certain Deed dated August 12, 1931, from John N. Erwin and wife, Eunice Erwin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 92 of the Deed Records of Robertson County, Texas, and

Tract 2: 3.27 acres, more or less, out of the W. Archer Survey, A-62, Robertson County, Texas, and being the same land described in that certain Deed dated September 19, 1931, from W. J. Tribble, Guardian of the Estate of Geneves and Louise Tribble, Minors, to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 193 of the Deed Records of Robertson County, Texas.

Tract 3: 4.44 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 5, 1931, from Walter Land and wife, Edna Easterly Land to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 106 of the Deed Records of Robertson County, Texas.

Tract 4: 1.37 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 6, 1931, from T. T. DeGraffenreidt and wife T.K. DeGraffenreidt to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 88 of the Deed Records of Robertson County, Texas.

Tract 5: 0.031 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 10, 1931, from Woodmen of the World Lodge, of Easterly, Texas, acting by and through its duly authorized officers, D.J. Easterly and Andrew Archer, Trustees, to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 199 of the Deed Records of Robertson County, Texas.

Tract 6: 0.093 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described as Tract No. 4 in that certain Deed dated August 12, 1931, from Z.P. Phillips and wife, Annie Phillips to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 175 of the Deed Records of Robertson County, Texas.

Tract 7: 0.081 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 10, 1931, from Geo. E. Brown and R.W. Cole to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 231 of the Deed Records of Robertson County, Texas.

Tract 8: 0.027 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from H.C. Martin and wife, Velma Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 166 of the Deed Records of Robertson County, Texas.

Tract 9: 0.037 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from J.M. Easterly and wife, Mrs. J.M. Easterly to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 91 of the Deed Records of Robertson County, Texas.

Tract 10: 0.013 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 22, 1931, from Lee Martin and wife, Pauline Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 163 of the Deed Records of Robertson County, Texas.

Tract 11: 0.23 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain County Court Judgment, Cause No. 1457, dated March 1, 1932, styled County of Robertson vs John Mullins et ux, recorded in Volume C, Page 64 of the Condemnation Records of Robertson County, Texas.

Tract 12: 0.14 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 20, 1931, from Andrew Franks and wife, Maggie Franks to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 94 of the Deed Records of Robertson County, Texas.

Tract 13: 1.17 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated August 5, 1931, from L.L. Martin and wife, Kittie Martin to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 162 of the Deed Records of Robertson County, Texas.

Tract 14: 0.338 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated September 21, 1931, from Quill Pierce, W. Murchison and W.D. Davlin, Trustees of the Easterly School District No. 4 to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 178 of the Deed Records of Robertson County, Texas.

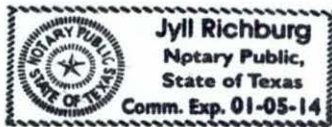
Tract 15: 0.457 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Deed dated February 19, 1932, from R. Kirkpatrick and wife, Lottie Kirkpatrick to Joe Y. McNutt, County Judge of Robertson County, Texas, recorded in Volume 103, Page 206 of the Deed Records of Robertson County, Texas.

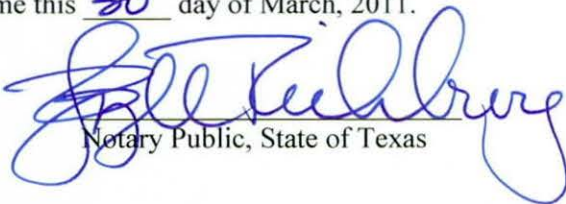
Tract 16: 1.64 acres, more or less, out of the W. Nichols Survey, A-294, Robertson County, Texas, and being the same land described as streets in the town of Easterly in that certain Deed dated July 22, 1902, from Daniel J. Easterly and wife, Susan E. Easterly to the Public, recorded in Volume 41, Page 356 of the Deed Records of Robertson County, Texas, and being further described as that portion of Front Street of the Town of Easterly that was used for the highway, as shown on the Map of Easterly, dated July 23, 1902, recorded in Volume 41, 355 of the Deed Records of Robertson County, Texas.

AFFIANT FURTHER SAYTH NOT.

  
AMY LINDSEY,  
Landman, EnCana Oil & Gas (USA), Inc.

SUBSCRIBED AND SWORN to before me this 30 day of March, 2011.

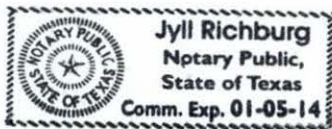


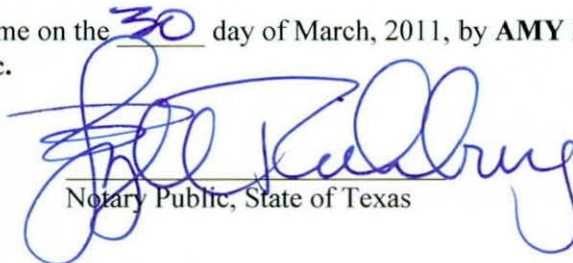
  
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §  
SMITH  
COUNTY OF ~~DALLAS~~ §

This instrument was acknowledged before me on the 30 day of March, 2011, by AMY LINDSEY, Landman, EnCana Oil & Gas (USA), Inc.



  
Notary Public, State of Texas

6.

File No. MF 112746  
Defendant  
 Date Filed: 9/9/11  
 Jerry E. Patterson, Commissioner  
 By [Signature]



2. 3. 11

Robertson County - Unleased Highway 79 Right-of-Way: Hoyt-Campbell GU & Circle M Ranch-Hoyt GU only

| Tract         | Grantor              | Deed    | Acreage       | Sq. Ft.                                                            | Easterly            | Survey            | Comments                                         |
|---------------|----------------------|---------|---------------|--------------------------------------------------------------------|---------------------|-------------------|--------------------------------------------------|
| 1             | John Ervin           | 103/92  | 5.940         | -                                                                  | -                   | V. Mendez, A-382  |                                                  |
| 2             | Tribble Heirs        | 103/193 | 3.270         | -                                                                  | -                   | W. Archer, A-62   |                                                  |
| 3             | Walter Land          | 103/106 | 4.440         | -                                                                  | -                   | W. Nichols, A-294 | Approx 2.1 ac in Campbell Unit; 2.34 in Circle M |
| 4             | T. T. DeGraffenreidt | 103/88  | 1.370         | -                                                                  | -                   | W. Nichols, A-294 |                                                  |
| -             | W. W. Hancock        | 103/103 | 2.240         | -                                                                  | -                   | W. Nichols, A-294 | Minerals reverted to Spillers in 2003; see 853/8 |
| 5             | Woodmen /World       | 103/199 | 0.031         | 50'x27'                                                            | Block 2, Lot 1      | W. Nichols, A-294 |                                                  |
| 6             | Z.P. Phillips        | 103/175 | 0.093         | 50'x81'                                                            | Block 2, Lots 2,3,4 | W. Nichols, A-294 | Tract 4 of deed                                  |
| 7             | Brown & Cole         | 103/231 | 0.081         | 40'x54'                                                            | Block 2, Lots 5,6   |                   |                                                  |
| 8             | H. C. Martin         | 103/166 | 0.027         | 50'x27'                                                            | Block 2, Lot 8      | W. Nichols, A-294 |                                                  |
| 9             | H. C. Martin         | 103/166 | 0.027         | 44'x27'                                                            | Block 2, Lot 7      | W. Nichols, A-294 |                                                  |
| 10            | J. M. Easterly       | 103/91  | 0.037         | 60'x27'                                                            | Block 2, Lots 9,10  | W. Nichols, A-294 |                                                  |
| 11            | Lee Martin           | 103/163 | 0.013         | 22'x25'                                                            | Block 1, Lots 1,2   | W. Nichols, A-294 |                                                  |
| 12            | John Mullin          | C/64    | 0.230         | -                                                                  | -                   | W. Nichols, A-294 | Condemnation file                                |
| 13            | Andy Franks          | 103/94  | 0.140         | -                                                                  | -                   | W. Nichols, A-294 |                                                  |
| 14            | L. L. Martin         | 103/162 | 1.170         | -                                                                  | -                   | W. Nichols, A-294 |                                                  |
| 15            | Easterly ISD         | 103/178 | 0.338         | -                                                                  | -                   | W. Nichols, A-294 |                                                  |
| 16            | R. Kirkpatrick       | 103/206 | 0.457         | -                                                                  | -                   | W. Nichols, A-294 |                                                  |
| 17            | D. J. Easterly       | 41/356  | 1.640         | -                                                                  | Streets of Easterly | W. Nichols, A-294 | Neither acreage nor length given in document     |
| <b>Totals</b> |                      |         | <b>21.517</b> |                                                                    |                     |                   |                                                  |
|               |                      |         | -2.240        | Less 2.24 acres that reverted to Spillers in 2003 (Tract 5, above) |                     |                   |                                                  |
|               |                      |         | <b>19.277</b> | acres to be leased                                                 |                     |                   |                                                  |

Leases for acreage adjoining Highway 79

| Unit     | Tract | Acres    | Vol/Pg   | Lessor              | Survey                               | Comments                                                                                 |
|----------|-------|----------|----------|---------------------|--------------------------------------|------------------------------------------------------------------------------------------|
| Cazey    | 10    | 48.866   | 894/263  | Wesley Parish       | H.W. Beeson, A-71                    | This tract pooled into the EnCana Cazey Gas Unit.                                        |
| Cazey    | 11    | 100.743  | 912/169  | Stephen Corn        | H.W. Beeson, A-71 & V. Mendez, A-382 | Part of larger lease of 225.974 acres. This tract pooled into the EnCana Cazey Gas Unit. |
| Campbell | 17    | 14.414   | 912/169  | Stephen Corn        | H.W. Beeson, A-71 & V. Mendez, A-382 | Part of larger lease of 225.974 acres. This tract pooled into the EnCana Cazey Gas Unit. |
| Campbell | 6     | 81.060   | 1101/13  | Caldwell Trusts     | V. Mendez, A-382                     |                                                                                          |
| Campbell | 2     | 81.730   | 1101/13  | Caldwell Trusts     | W. Archer, A-62                      |                                                                                          |
| Campbell | 5     | 18.410   | 1104/106 | Circle M Ranch      | W. Nichols, A-294                    |                                                                                          |
| Campbell | 16    | 21.760   | 1104/106 | Circle M Ranch      | W. Nichols, A-294                    |                                                                                          |
| Circle M | 2     | 0.7980   | 1104/106 | Circle M Ranch      | W. Nichols, A-294                    |                                                                                          |
| Circle M | 6,7,8 | 192.4841 | 1104/106 | Circle M Ranch      | W. Nichols, A-294                    |                                                                                          |
| Circle M | 13    | 3.7500   | 1122/598 | DeZavala Fam Trust  | W. Nichols, A-294                    |                                                                                          |
| Circle M | 14    | 1.0000   | 1128/526 | Selestino Castillo  | W. Nichols, A-294                    |                                                                                          |
| Circle M | 10    | 11.2500  | 1123/709 | Katie Sue Spillers  | W. Nichols, A-294                    | Minerals under ROW not owned by RCT/GLO                                                  |
| Circle M | 16    | 141.1000 | 1133/646 | Union Pacific RR    | W. Nichols, A-294                    |                                                                                          |
| Circle M | 18    | 4.9950   | 1120/650 | Vernon Hancock      |                                      |                                                                                          |
| Circle M | 21    | 0.8523   | 1123/668 | Robert L. Hancock   | W. Nichols, A-294                    |                                                                                          |
| Circle M | 23    | 0.1550   | 1095/602 | Thomas E. Phillips  | W. Nichols, A-294                    |                                                                                          |
| Circle M | 23    | 0.1550   | 1126/426 | Connie Sue Bell     | W. Nichols, A-294                    |                                                                                          |
| Circle M | 24    | 0.2841   | 1104/106 | Circle M Ranch      | W. Nichols, A-294                    |                                                                                          |
| Circle M | 25    | 0.143    | 1128/542 | Charles Ellison     | W. Nichols, A-294                    |                                                                                          |
| Circle M | 26    | 0.215    | 1122/605 | Karen Ann Kilsby    |                                      |                                                                                          |
| Circle M | 30    | 1.708    | 1122/609 | Wallace W. Byrd     |                                      |                                                                                          |
| Circle M | 36    | 2.617    | 1122/601 | James R. Byrd       |                                      |                                                                                          |
| Circle M | 38    | 6.008    | 1123/658 | Angela S. Byrd      | W. Nichols, A-294                    |                                                                                          |
| Circle M | 30    | 1.708    | 1126/458 | Marie Stem          | W. Nichols, A-294                    |                                                                                          |
| Circle M | 36    | 2.617    | 1123/654 | Steven O. Autrey    | W. Nichols, A-294                    |                                                                                          |
| Circle M | 38    | 6.008    | 1120/246 | Norman McClure      | W. Nichols, A-294                    |                                                                                          |
| Circle M | 12    | 1.910    | 1120/640 | Easterly Fire Dept. | W. Nichols, A-294                    |                                                                                          |

7.

File No. MF 112746

Provera

Date Filed: 5/9/11

Jerry E. Patterson, Commissioner

By [Signature]

2. 8.11

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.

OIL AND GAS LEASE

Accepted for Filing in:  
Robertson County  
On: Apr 27, 2011 at 01:32P  
By: Sarah Teper

THIS LEASE made as of **March 24, 2011**, between Farmers National Company, Agent for **UNION PACIFIC RAILROAD COMPANY** (Lessor), a Delaware corporation, to be addressed at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, and **ENCANA OIL & GAS (USA), INC.** (Lessee), whose address 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240.

WITNESSETH:

(1) Lessor, in consideration of the royalties herein provided and of the agreement of Lessee herein contained, grants, leases and lets unto Lessee, for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, without limitation, nitrogen, carbon dioxide, hydrogen sulphide, helium, and other gaseous substances, and products associated therewith, except steam) and associated liquid hydrocarbons, and laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, refine, process, store, transport, own, sell and dispose of said oil, gas and associated liquid hydrocarbons, one hundred percent (100%) of Lessor's right, title and interest in and to the oil and gas in and under the leased premises acres in **Robertson County, Texas** (Premises) described as follows:

SEE ATTACHED EXHIBIT "A"

The above legal description was prepared by Lessee. Lessor does not warrant the accuracy of the legal description.

For shut-in royalty payment purposes, the Premises shall be conclusively deemed to contain **141.1 acres**, more or less.

(2) This is a paid-up lease and there shall be no requirement for Lessee to pay delay rentals.

(3) Subject to the other provisions herein contained, this Lease shall be for a primary term which expires at twelve o'clock (12:00) noon, Central Time, on **March 24, 2014** (Primary Term), and as long thereafter as oil, gas, or associated liquid hydrocarbons or any of them are produced from the Premises in paying quantities, or drilling or reworking operations are conducted thereon. Upon sixty (60) days written notice to Lessee, Lessor may terminate this Lease as to any portion of the surface of the Premises and above a plane one hundred feet (100') below the surface, if required by Lessor for transportation operations.

(4) Subject to the right of election reserved to Lessor below to take its share of production in kind, the royalties to be paid by Lessee are **one-fourth (1/4th)** of eight-eighths of (a) the greater of the market value at the well or the amount realized from the sale of oil and liquid petroleum products recovered at the well, and (b) the market value at the well of gas sold, used off the Premises or delivered to Lessee at the tailgate of the plant to which the gas is delivered, plus the market value of the products recovered when such gas is processed; provided that on gas sold at the well by Lessee in an arm's length transaction, the royalty shall be the same percentage of the amount realized from such sale. Royalty is to be paid on all payments received by Lessee under or as a result of a gas purchase contract, including, but not limited to, reservation charges and, subject to credit to Lessee when gas for which payment has been made earlier is eventually produced, take-or-pay or contract settlement proceeds and amounts paid for gas not taken. Lessee shall have reasonable use of oil and gas for operations on the Premises, and the royalty on oil and gas shall be computed after deducting any production so used.

Regardless of whether the oil, liquid petroleum products and gas produced from the Premises or land pooled therewith is sold or valued at the well, on the Premises or off the Premises, and regardless of whether or

not said oil, liquid petroleum products and gas is marketable at the wellhead, and despite the holding in *Heritage Resources, Inc. v. NationsBank*, 939 S.W.2d 118 (Tex. 1996), Lessor and Lessee specifically agree that the royalties payable under this Lease shall be free and clear of costs or deductions for exploration, drilling, development, and production, including, but not limited to, costs of lifting, gathering, transportation, treating, processing, marketing, dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons. If Lessee treats and/or processes its gas in a natural gas plant (either on or off the Premises), whether in Lessee's plant or in the plant of a third party, Lessee shall treat and/or process or cause Lessor's gas to be treated and/or processed. In the event of any such treating and/or processing, then notwithstanding the foregoing, Lessee shall be entitled to deduct from the value of the products recovered by the treating and/or processing of the gas, or if Lessor is taking its production in kind to charge Lessor for, the actual costs incurred by Lessee for such treating and/or processing, which costs shall include gathering or transportation costs required to transport the gas to the plant. If Lessor elects, Lessee shall deliver to Lessor in kind its royalty share of oil and other liquid hydrocarbons saved at the well, into storage tanks on the Premises; products recovered in a processing plant, into storage tanks or onto storage sites at the plant; and gas, at the tailgate of the plant, if processed, or at the well if the gas is sold at the well. Lessor shall give Lessee not less than sixty (60) days' notice of such election, and shall take said royalty share in kind for a period of not less than six (6) months following the termination of said sixty (60) day period. Any deliveries of production are to be made from Lessee's facilities at times and amounts which equitably adjust deliveries between the parties. With respect to gas, Lessee shall give Lessor notice if it intends to enter into a gas contract on its share of the gas, and Lessor shall have a period of thirty (30) days from receipt of a copy of the gas sales agreement to notify Lessee in writing that Lessor elects to take in kind and separately dispose of its share of such gas.

If there is a gas well on the Premises or on land pooled therewith capable of producing in paying quantities, but from which gas is not being sold, and in the absence of oil or other production from the Premises or on land pooled therewith sufficient to maintain this Lease in full force and effect, this Lease shall be extended for a period of ninety (90) days from the date such well is or was shut-in, whereupon this Lease shall terminate unless Lessee shall pay to Lessor as royalty, a sum equal to **twenty dollars (\$20)** per gross acre of the Premises. Such payment shall be made on or before the ninetieth (90th) day from and after the date on which such well is or was shut-in, and annually thereafter a similar payment may be made on or before the anniversary date on which such well was shut-in. If such payment, or payments are timely made, it shall be considered that gas is being produced in paying quantities from the Premises under all the terms and provisions of this Lease (but only for so long as the well continues to be capable of producing in paying quantities); however, this Lease may not be maintained by shut-in payments for more than three (3) years during any five (5) year period.

Lessee shall be obligated to use diligence to market gas capable of being produced in paying quantities from a shut-in well, but shall be under no obligation to market same under terms, conditions or circumstances which are unreasonable.

Lessor shall at all times have, possess and hold a lien upon all production from the Premises which has not been sold to a bona fide purchaser, and upon all improvements placed upon and within the Premises by or on behalf of Lessee, as security for any unpaid balance of money due hereunder and as security for the performance by Lessee of Lessee's covenants under this Lease. This lien may be enforced against any such property in like manner as liens conferred by chattel mortgages, or as any other lien security may be enforced under the laws of the state in which the Premises are located. Nothing herein contained, however, is intended or shall be construed to prevent the sale, shipment and removal of any production from the Premises in the usual course of business, nor to prevent the removal of tools, machinery, equipment or other property at any time when Lessee is not in default. This lien shall not apply to production sold to third parties when payment to Lessor has or is being made pursuant to the provisions of this Lease.

(5) Lessee may at any time execute and place of record a release or releases covering any portion or portions of the above described Premises, furnishing a copy thereof to Lessor, and thereby surrender this Lease as to such portion or portions and be relieved as to the acreage surrendered of all obligations not arising from activities of Lessee prior to said release. Upon the expiration of any portion of this Lease, Lessee shall promptly record an appropriate, legally effective release or releases thereof and provide to Lessor a copy of the recorded instrument within thirty (30) days of expiration or termination.

(6) If Lessee is drilling a new well or reworking an old well at the expiration of the Primary Term, this Lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation for more than ninety (90) days, and if such drilling or reworking operations result in production of oil or gas or associated liquid hydrocarbons in paying quantities, then for so long thereafter as such production in paying quantities continues. If production on this Lease ceases after the expiration of the Primary Term, this Lease shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; and if production is restored or new production is discovered as a result of any such drilling or reworking operations conducted without cessation for more than ninety (90) days, this Lease shall continue so long thereafter as production in paying quantities, or additional drilling or reworking operations are had without cessation of such production, drilling or reworking operations for more than ninety (90) days. Lessee shall give Lessor written notice in the event production, once obtained, ceases for a period of thirty (30) days or longer, from any well on the Premises or land pooled therewith. Lessor shall make such written notice to Lessor within five (5) days after any thirty (30) day period of cessation (i.e., within 35 days of cessation of production).

(7) At the expiration of the Primary Term, this Lease shall automatically terminate as to: (a) all land which is not located in a drill site spacing unit (as hereinafter defined) in which there is a well on the Premises or on land pooled therewith, producing oil or gas in paying quantities, or a shut-in gas well; and (b) those depths lying below the stratigraphic equivalent of the deepest horizon producing oil or gas in paying quantities in each drill site spacing unit of land. For purposes hereof, a drill site spacing unit is defined as the land included in the proration or production unit established for the well or attributed to the well by the state or federal regulatory authority having jurisdiction. If no unit or spacing rule exists, then drill site spacing unit shall be defined as the forty (40) acre tract surrounding an oil well or the six hundred forty (640) acre tract surrounding a gas well. If Lessee is engaged in actual drilling or reworking operations on the Premises or land pooled therewith at the expiration of the Primary Term, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations on the Premises or land pooled therewith with no cessation of more than ninety (90) consecutive days between the completion or abandonment of such drilling or reworking operations on one well, and the commencement of actual drilling or reworking operations on the next well; provided, further, that irrespective of any such continuous drilling or reworking operations, the termination of this Lease as to non-producing land and depths described above shall not be suspended for more than five (5) years from the expiration of the Primary Term hereof. If the Premises are included in a federal unit, then for the purposes of this provision the references to land pooled with the Premises shall include only that land which is included in an approved participating area.

(8) Anything in this Lease to the contrary notwithstanding, Lessee agrees that if it owns an interest in any pooled unit that includes land that is adjacent to any part of the Premises, Lessee shall pool the portion or portions of the Premises that are adjacent to such unit into the unit, effective on the effective date of this Lease, the effective date of the pooling designation, or the first date when Lessee owns an interest in the unit, whichever is later. If any such adjacent unit was formed prior to the effective date of this Lease or has been formed for any well for which a drilling permit was issued prior to the effective date of this Lease, then, unless Lessee disclosed the existence of such unit or such well to Lessor, Lessor's share of production from the unit will be based on a royalty share of eight eighths (8/8) commencing with the first production from said unit or well and not the royalty share specified in Section 4 above. Lessee, at its option, may pool or combine the Premises or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the Premises. Any pooling shall be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by state governmental authorities. Lessee may pool or combine acreage covered by this Lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the right of Lessee to pool this Lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. In order for the pooling of the Premises to be effective, Lessee shall furnish to Lessor a recorded copy of the document pooling the acreage within thirty (30)

days of Lessee's execution of the pooling instrument. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties and except that production from any well on the unit drilled prior to the date of this Lease shall not be considered production for purposes of Section 3 above, as if it were included in this Lease, and drilling and reworking operations thereon, and production of oil and gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, and except that production from any well on the unit drilled prior to the date of this Lease shall not be considered production for purposes of Section 3 above, as if such operations were on, or such production were from, or such completion were on the Premises, whether or not the well or wells are located on the Premises. In lieu of the royalties elsewhere herein provided, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of its mineral acres placed in the unit bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of pooling identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of pooling is not filed until after production is obtained on the unit as originally created, then the supplemental declaration of pooling shall not become effective until the first day of the calendar month next following the filing thereof and the furnishing to Lessor of a copy of such supplemental declaration within thirty (30) days of Lessee's execution of such supplemental declaration. In the absence of production, Lessee may terminate the unitized area by filing with Lessor and of record a notice of termination.

(9) Within thirty (30) days after expiration or termination of this Lease, in whole or in part, Lessee shall remove all fixtures, structures, buried lines, facilities, machinery and other personal property placed by or on behalf of Lessee on the Premises or the terminated portion of the Premises, as applicable, and restore the Premises or terminated portion of the Premises, as applicable, to its original condition, including, without limitation, removal of roadways, leveling of embankments and reseeding of disturbed areas. If Lessee fails to do so, Lessor may, at its election to be exercised by Lessor at any time after the end of such thirty (30) day period, restore the Premises or terminated portion of the Premises, as applicable, at Lessee's cost, and take and have title to all or any of such personal property of Lessee, or remove all or any of the same from the Premises at Lessee's cost.

(10) The rights of Lessor may be assigned in whole or in part. This Lease may not be assigned by Lessee in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably refused. Refusal shall be deemed reasonably denied, if, in Lessor's judgment, the number of assignees is excessive, an assignee's technical competence or financial ability may be inadequate, or Lessee refuses to accept responsibility for the performance of any of its successors in interest. Any attempted assignment by Lessee of the rights arising under this Lease without such consent shall be void and of no effect. The assignment of this Lease, in whole or in part, shall not be valid as to Lessor until Lessor shall have been furnished a true and correct certified copy of such recorded assignment within thirty (30) days of the execution of said assignment. Unless provided otherwise in Lessor's approval of an assignment to be made by Lessee, Lessee shall continue to be responsible to Lessor for all of Lessee's obligations under the Lease, including obligations accruing after the assignment.

If Lessor transfers or assigns all or any part of its oil and gas ownership in the Premises, the provisions of this Lease relating to surface use, indemnification (hold harmless agreements) and insurance, shall nevertheless continue to run in favor of the original Lessor and the term Lessor, for such purposes, shall include the original Lessor, its successors and assigns (whether by merger, consolidation, or otherwise), so long as any thereof shall own, use or occupy the surface of any portion of the Premises.

(11) Lessee shall pay all wages, expenses and other obligations incurred by it in the conduct of its operations on the Premises. Lessee shall keep the title to all oil and gas, and all other minerals, and the Premises free and clear from any and all liens and other encumbrances arising in any manner from Lessee's operations. Lessee agrees not to suffer or permit any lien of any nature to be placed upon the Premises, or any part thereof, and in case of any such lien attaching, to immediately pay off and remove the same, failing in which

Lessor may do so at the expense of Lessee. It is agreed by the parties hereto that Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Premises, and any and all liens and encumbrances created or suffered by, through or under Lessee, shall attach to Lessee's interest only.

(12) Lessee shall not acquire or attempt to acquire, directly or indirectly, from any person other than Lessor, any rights or interests in the oil and gas estate in the Premises or take any action inconsistent with or adverse to the ownership and quiet enjoyment by Lessor of its oil and gas estate in the Premises.

(13) The rights granted by Lessor under this Lease are granted **WITHOUT WARRANTY, EXPRESS OR IMPLIED**, and without covenants of title, including, without limitation, covenants to give possession or for quiet enjoyment. Without limitation of the foregoing, Lessee acknowledges that persons other than Lessor (such as, but not limited to, surface owners or lessees or licensees of Lessor) may have or be granted by Lessor rights to occupy, use or possess the surface of the Premises, that this Lease is subject to such rights of such persons, and that Lessee shall obtain the necessary permission from such persons prior to making any entry on the Premises. Lessor reserves the right to hereafter lease or license to third parties all or any portion of the surface of the Premises. The rights of such lessees and licensees shall be superior to the rights of Lessee hereunder to use the surface of the Premises except for those portions of the Premises where, prior to the date of such lease or license, Lessee has placed access roads or fenced facilities used in the connection with exploration, drilling, development, production or storage of hydrocarbons.

(14) Lessee shall not make any entry upon or under any railroad right of way or station grounds or other property used for railroad operating purposes, and shall not drill any well or maintain any structures or facilities within two hundred feet (200') (by surface or subsurface measurement) of: (a) any railroad tracks or buildings now or hereafter on such right-of-way, or station grounds, or other property used for railroad operating purposes, or (b) any buildings now or hereafter upon the Premises.

Lessee shall ensure the Premises are properly protected. Any above-ground facilities shall be properly fenced with a two-lock gate access. One lock shall be provided for Lessor. Lessee shall keep the fenced area clear of weeds, debris and shall be maintained in an acceptable condition. The fence shall be secure and not sag nor have openings other than those at the gate. Any access roads required on the Premises shall be maintained by Lessee. Lessor shall have the right to use any such roads for railroad maintenance purposes. No Lessee access roads may be within twenty-five feet (25') of the centerline of railroad tracks. Roads will be maintained in an acceptable manner and shall be dust free and shall be graveled in order to maintain a well kept surface. Access will be protected by a locked gate. The lock shall be a two-lock system with one lock provided for Lessor. If Lessee fails to properly maintain such roads, Lessor may do so at the expenses of Lessee.

Lessee will not be allowed any closer than fifty feet (50') of the centerline of railroad tracks with men or equipment.

Lessee shall not construct any structure, or stack or store equipment or materials that could impair the sight clearances at any private or public road crossing of railroad tracks. The minimum required sight clearance is a clear view of the tracks in both directions for a distance of 1500 feet when a vehicle first enters the line of the railroad right-of-way.

Lessee shall not construct any structure within twenty feet (20') of railroad signal power or communication lines, or the distance specified in the National Electrical Safety Code, whichever is greater. Any power supply to Lessee shall be in compliance with Lessor's standards for power line encroachments.

Lessor has granted the use of certain of its property for the installation of fiber optics lines. Lessee shall call 1-800-336-9193 prior to any excavation to ensure fiber optics are properly marked and protected. Any interruption of the fiber optics service or damage to the fiber optic line shall be the responsibility of Lessee.

(15) Lessee agrees to and shall assume all obligations and responsibility with respect to being in, establishing, achieving, documenting, or reporting full compliance with any and all applicable laws, orders, rules, regulations, and standards with respect to pollution, the continued operation and eventual plugging, replugging, and abandonment obligations of any unplugged or improperly plugged wells on the Premises or any land pooled therewith. Lessee shall at all times conduct its operations hereunder in full compliance with all federal, state or municipal laws, orders, rules, regulations or ordinances now or hereafter in effect, including, without limitation, laws, rules, regulations or ordinances regarding mining operations, drilling operations, environmental control and air and water pollution. Lessee and its contractors shall use environmentally sound materials and practices in their operations on the Premises to minimize or eliminate wastes, hazards and impacts on the environment. These practices shall include, without limitation, the following:

- a. Lessee shall assess the materials available for a given purpose and shall select the least toxic option available.
- b. Lessee shall perform a Phase II Environmental Assessment upon expiration or termination of the Lease and provide Lessor with a copy of the report on such Assessment. Lessee shall be responsible for correction of environmental contamination or violations.
- c. Lessee shall notify Lessor of any reportable releases, citations, or violations.
- d. Lessee shall remove any unused product from the Premises. No waste materials may be put in any reserve pit.
- e. All trash shall be removed from the Premises and all pits on the drilling location shall be properly closed immediately following the drilling of any well.
- f. Lessee shall provide dikes, ditches, or other methods of containment for all fuel and oil containers. Any leakage or spillage shall be properly reported by Lessee to the appropriate authorities as required by statute, rule, or regulation, and to Lessor. Lessee shall have a Spill Prevention Control and Countermeasure Plan in effect as required by the Code of Federal Regulations (CFR) Title 40, Part 112.
- g. Lessee shall handle and dispose of all solid waste, including, without limitation, hazardous waste, as defined in CFR Title 40, Parts 261.2 and 261.3, resulting from the performance of its operations on the Premises according to all applicable federal, state and local statutes, regulations, ordinances and requirements. Lessee shall own all waste generated in connection with Lessee's operations on the Premises. Upon request, Lessee shall furnish proof to Lessor of proper handling and disposal of waste generated by Lessee.

**LESSEE SHALL BE RESPONSIBLE FOR INJURY TO OR LOSS OR DESTRUCTION OF PROPERTY, AND FOR INJURY TO OR DEATH OR ILLNESS OF ANY PERSON, ARISING OUT OF OR IN CONNECTION WITH OPERATIONS HEREUNDER. LESSEE SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS LESSOR, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND COST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, EXPERT WITNESS FEES AND COURT COSTS) INCIDENT THERETO, FOR INJURY TO, OR DEATH OF, ANY PERSON WHOMSOEVER (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF LESSEE OR LESSOR), AND DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PERSON OR PROPERTY OF LESSOR, ITS AFFILIATES, AND THEIR OFFICERS, AGENTS AND EMPLOYEES, OWNERS OR OCCUPANTS OF THE SURFACE OF THE PREMISES AND THIRD PARTIES, OR FOR DAMAGE TO THE ENVIRONMENT, IN ANY MANNER RESULTING FROM LESSEE'S USE, OCCUPANCY OR OPERATIONS HEREUNDER, OR THE FAILURE OF LESSEE TO STRICTLY COMPLY AT ALL TIMES WITH THE TERMS OF THIS LEASE. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE (SOLE OR PARTIAL) OR STRICT LIABILITY OF**

**LESSOR, ITS AFFILIATES, OR ITS OR THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS.**

The obligations of Lessee under this Section 15 shall not end at the termination of this Lease but shall continue for such time as may be required to enable Lessee to fulfill such obligations as shall have accrued prior to termination, including, without limitation, obligations relative to the condition of the Premises upon cessation of oil and gas operations.

(16) Without limiting the generality of Section 15, Lessee shall pay either the tenant or the surface owner (whichever is appropriate) for any and all damages to land, structures, roads, fences, gates, cattle guards, trees, growing crops, irrigation facilities, equipment, livestock, personal property, and improvements caused by construction, operations, or maintenance of facilities, and shall bury all pipelines below plow depth where they cross cultivated land.

Irrespective of whether Lessor has consented to an assignment, farmout or other arrangement whereby Lessee consents to drilling or other operations on the Premises by a third party, Lessee shall be responsible for any and all claims, demands, actions and causes of action or liens arising out of such operations, whether arising in law, at equity or administratively.

(17) In the event of Lessee's breach of this Lease, Lessor shall notify Lessee by certified mail of such breach, and Lessee shall have thirty (30) days from the receipt thereof to comply with this Lease. If Lessee fails to remedy a breach within such period, Lessor may, at its option, terminate this Lease and be relieved from any obligation hereunder. Irrespective of whether Lessor elects to terminate this Lease or exercise any other right or remedy under this Lease or at law, Lessor shall be entitled to other available remedies, including specific performance to require Lessee to (a) abandon any well and/or restore the surface of the Premises to its condition existing prior to entry thereon by Lessee, (b) furnish any reports required hereunder or information required hereunder from operations on the Premises or land pooled therewith, and/or (c) make any payment due hereunder.

Except as otherwise expressly provided in this Lease, any notices or other communications required or permitted hereunder shall be in writing and shall be deemed given only when received by the party to whom the same is directed at the address shown on the top of page 1 of this Lease or to such other address as is provided to the other party with proper notice.

(18) Lessee shall promptly furnish Lessor with not less than one copy of all applications and reports pertaining to the Premises, of each daily drilling report, and of each well log, core analysis or other data taken from wells located on the Premises and land pooled therewith. Lessee agrees, at Lessor's request, to furnish Lessor true and correct information pertaining to each well, the production therefrom (including true and complete copies of all contracts or agreements, and all amendments and modifications thereof for sale, processing or other disposition of any product produced from the Premises) and such technical information as Lessee may acquire with respect to sands and formations encountered. Lessor and/or its representatives shall have the right to be present when wells are tested and/or tanks are gauged and shall have the right to examine all run tickets and to have full information as to production and runs, including copies of all run tickets upon request.

(19) If Lessee conducts any geophysical activities upon the Premises, Lessee shall promptly furnish Lessor for the entirety of each survey, shot point plats and elevations, observer's notices, surveyor's notes, copies of all field tapes, reproducible copy and one print of each final stacked section for each line and copies of any other processed or unprocessed data made available to Lessee.

(20) Lessee shall carry the following insurance:

1. Comprehensive General Liability Insurance, including contractual liability, with a combined single limit per occurrence of not less than \$2,000,000.00 for bodily injury and property damage.

2. Comprehensive Automobile Insurance, including hired and non-owned vehicles, with a combined single limit per occurrence of not less than \$2,000,000.00 for bodily injury and property damage.
3. Liability Umbrella (excess of underlying insurance coverage mentioned above) with a combined limit per occurrence coverage of not less than \$10,000,000.00
4. Well Control Insurance including underground blowout, seepage and pollution, with a minimum limit of \$10,000,000.00

Lessee shall require each independent contractor and subcontractor to carry and maintain insurance at its own expense in amounts deemed necessary to cover the risks inherent to the work or services to be performed by the contractor or subcontractor. Every such insurance policy shall contain a waiver on the part of the insurance carrier of all rights, by subrogation or otherwise, against Lessor. Lessor shall also be named as additional insured in each such policy.

(21) None of the provisions of this Lease may be altered, amended, or ratified by any division order, transfer order or any other instrument, unless such instrument expressly states its purpose as an alteration, amendment or ratification of this Lease and specifically identifies the particular Lease provisions affected. Any division and transfer orders executed by Lessor shall be solely for the purpose of confirming the extent of Lessor's interest in production from the Premises.

(22) Lessee represents that the Premises are not currently producing oil, gas, casinghead gas or other gaseous substances; and that no portion of said Premises is currently held by an active oil and gas lease or is in a producing unit. Also, Lessee represents that production revenue from the Premises is not being held in suspense for the benefit of the Lessor or its predecessors in title.

(23) Lessee affirms to Lessor that Lessee or his agents have reviewed title to the Premises and that Lessor appears to be the record owner of the oil and gas rights under the Premises. Lessee agrees to indemnify, defend and hold harmless Lessor from and against all claims against Lessor related to the Lessor's title of lack thereof.

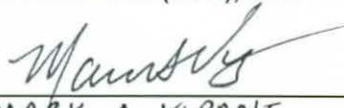
(24) Notwithstanding anything herein to the contrary, if Lessee has agreed to pay or later does agree to pay a higher royalty or bonus or shut-in well payment to another landowner within one mile of the Premises, then Lessee shall pay Lessor based on the higher royalty, bonus and/or shut-in well payment, retroactive to the effective date of this Lease.

IN WITNESS WHEREOF, this Lease is executed on the date of the respective acknowledgments hereinbelow, but shall be effective from the date first hereinabove written.

**UNION PACIFIC RAILROAD COMPANY (Lessor)**

By:   
 David Smith, VP  
 Farmers National Company, Agent

**ENCANA OIL & GAS (USA), INC.**

By:   
 MARK A. VIRANT  
 Its: ATTORNEY-IN-FACT

*Bm*  
*add*

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 )§  
COUNTY OF ROGERS )

On this 24th day of March, 2011 before me, Barbara Gray, Notary Public in and for said County and State, personally appeared David Smith, VP, Farmers National Company, Agent of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Barbara L. Gray  
Notary Public Exp 7-28-2013



ACKNOWLEDGMENT

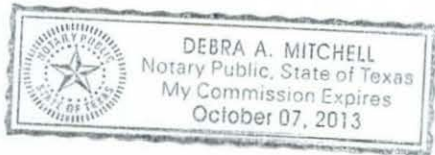
STATE OF TEXAS )  
 )§  
COUNTY OF DALLAS )

On this 18th day of April, 2011, before me, Debra A. Mitchell Notary Public in and for said County and State, personally appeared MARK A. VIRANT, of Encana Oil + Gas (USA) Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Debra A. Mitchell  
Notary Public

(SEAL)



# Exhibit "A"

To that certain oil and gas lease dated **March 24, 2011** in **Robertson County, Texas** between Farmers National Company as Agent for **UNION PACIFIC RAILROAD COMPANY** (Lessor), **ENCANA OIL & GAS (USA), INC.** (Lessee).

**141.1 acres of land**, more or less, situated in Robertson County, Texas, and described as two tracts of land, to wit: **Tract 1: 77.36 acres of land**, more or less, situated in Robertson County, Texas, beginning at a point in the center of Union Pacific Company right-of-way, on the boundary line between the J. McCuiston Survey, A-267, and the W.S. Rice Survey, A-322, and continuing in a southwesterly direction through said J. McCuiston Survey, A-267, thence continuing, and following said railroad right-of-way through the R.P. Rice Survey, A-323, Wm. Nichols Survey, A-294, Wm. Archer Survey, A-62, V. Mendez Survey, A-382, and the H. W. Beeson Survey, A-71, each point in the center of said railroad right-of-way and variable widths on each side of the center of the right-of-way to a point in the center of the Union Pacific Railroad Company right of-way, 100 feet north of the northeast corner of a certain 53.5 acre tract in the H. W. Beeson Survey, A-71, Robertson County, Texas, being further described as the SECOND TRACT of Tract Two in that certain Deed from the Veterans Land Board of the State of Texas to Wix C. Thorpe, dated June 20, 1991, recorded in Volume 578, Page 12 of the Public Records of Robertson County, Texas; said right-of-way containing 77.36 acres of land, more or less, in Robertson County, Texas; and **Tract 2: 63.74 acres of land**, more or less, situated in Robertson County, Texas, beginning at a point in the center of Union Pacific Company right-of-way, on the east boundary line of the John Reid Survey, A-318 at its intersection with the Navasota River, and continuing in a southwesterly direction through said John Reid Survey, A-318, thence continuing, and following said railroad right-of-way through the A.R. Guild Survey, A-159, E. O'Neal Survey, A-298, and the E. Robinson Survey, A-326, each point in the center of said railroad right-of-way and variable widths on each side of the center of the right-of-way to a point in the center of the Union Pacific Railroad Company right of-way, at the common boundary line between said E. Robinson Survey, A-326 and the James Farris Survey, A-148; said right-of-way containing 63.74 acres of land, more or less, in Robertson County, Texas.

\*\*\*\*\*

End of Exhibit "A"

Doc 20111756 Bk OR Vol 1133 Pg 655

4/18

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Mar 19, 2010 at 11:33A  
By: Carol Bancroft

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the 9<sup>th</sup> day of March, 2010, between, **Hayward Lee Caldwell, Trustee for the Jimmie Lee Caldwell Trust, the Justin Lee Caldwell Trust and the April Renee Caldwell Trust, 1402 FM 2096 Franklin, Texas 77856**, as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

**FOR ACREAGE DESCRIPTION, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "B" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

in the county of **Robertson**, State of Texas, containing **300.79** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5th)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5th)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is

calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

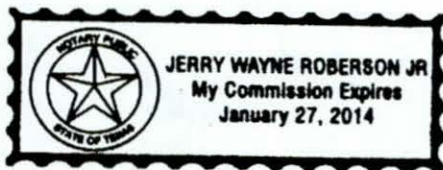
LESSOR (WHETHER ONE OR MORE)  
Jimmie Lee Caldwell Trust  
Justin Lee Caldwell Trust  
April Renee Caldwell Trust

Hayward Lee Caldwell  
By: Hayward Lee Caldwell, Trustee

Doc 20101273 Bk OR Vol 1101 Ps 14

STATE OF TEXAS }  
COUNTY OF ROBERTSON }

This instrument was acknowledged before me on the 9<sup>th</sup> day of March, 2010 by **Hayward Lee Caldwell, Trustee for the Jimmie Lee Caldwell Trust, the Justin Lee Caldwell Trust and the April Renee Caldwell Trust**



Jerry Wayne Roberson Jr  
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED MARCH 9, 2010 BY AND BETWEEN HAYWARD LEE CALDWELL, TRUSTEE FOR THE JIMMIE LEE CALDWELL TRUST, THE JUSTIN LEE CALDWELL TRUST AND THE APRIL RENEE CALDWELL TRUST, AS LESSOR, AND ENCANA OIL & GAS (USA), INC., AS LESSEE.

300.79 acres, more or less, situated in the, William Archer Survey, A-62, and the V. Mendez Survey, A-382, both in Robertson County, Texas, described as three tracts to wit:

Tract One: 81.73 acres of land, more or less, situated in the William Archer Survey, A-62, in Robertson County, Texas, described in that certain Warranty Deed dated November 23, 1935 from Elizabeth Louise Johnson, et al, to H.O. Caldwell, recorded in Volume 110, Page 337 of the Deed Records of Robertson County, Texas.

Tract Two: 53.00 acres of land, more or less, situated in the William Archer Survey, A-62, and the V. Mendez Survey, A-382, both in Robertson County, Texas, described in that certain Warranty Deed dated November 25, 1939 from Hayward Byrd, et ux, to H.O. Caldwell, recorded in Volume 124, Page 12 of the Deed Records of Robertson County, Texas.

Tract Three: 166.06 acres of land, more or less, situated in the William Archer Survey, A-62, and the V. Mendez Survey, A-382, both in Robertson County, Texas, described in that certain Warranty Deed dated January 1, 1947 from John S. Wilder, et ux, to J.C. Stephens, recorded in Volume 145, Page 48 of the Deed Records of Robertson County, Texas.

SIGNED FOR IDENTIFICATION:

*Hayward Lee Caldwell*

Hayward Lee Caldwell, Trustee for the Jimmie Lee Caldwell Trust, the Justin Lee Caldwell Trust and the April Renee Caldwell Trust

End of Exhibit "A"

## EXHIBIT "B"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED MARCH 9, 2010 BY AND BETWEEN HAYWARD LEE CALDWELL, TRUSTEE FOR THE JIMMIE LEE CALDWELL TRUST, THE JUSTIN LEE CALDWELL TRUST AND THE APRIL RENEE CALDWELL TRUST, AS LESSOR, AND ENCANA OIL & GAS (USA), INC., AS LESSEE.**

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.
15. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.
16. Notwithstanding the termination or expiration of this lease as to any portion or portions of the leased premises, it is agreed that Lessee shall have and retain such easements of ingress and egress over such terminated or expired portion or portions of the leased premises as shall be necessary to enable Lessee to develop, explore and operate for productions of oil and/or gas the portion or portions of this lease then in effect, and Lessee shall not be required to move or relocate any pipelines, tanks, separators or other equipment or machinery used in connection with such production or oil and/or gas.
17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of delay rentals (if this lease so provides for delay rentals), Lessee shall have the exclusive right and option to renew and extend this lease as to the lands then covered thereby or any portion chosen by Lessee for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to the credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to two hundred dollars (\$200.00) per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should the lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.
18. It is understood and agreed that the Lessee, their successors or assigns, shall Lessor, or the surface owner, for any damage done to crops or by reason of operations thereon, and shall pay for any damage to roads, culverts, bridges and fences or other improvements or Lessor's land, resulting from their use by Lessee in connection with geophysical exploration thereof, or other mineral development by Lessee, its successors or assigns, and that upon abandonment of said lease or surrender thereof, Lessee, its successors or assigns, shall level all levees around slush pits and other excavations and generally restore the surface of the land covered herein as nearly to its present condition as reasonable as possible.
19. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

SIGNED FOR IDENTIFICATION:



Hayward Lee Caldwell, Trustee for the Jimmie Lee Caldwell Trust, the Justin Lee Caldwell Trust and the April Renee Caldwell Trust

End of Exhibit "B"

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20101273 Ek OR Vol 1101 Ps 16

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Apr 30, 2010 at 10:16A  
By: Carol Bancroft

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the 23<sup>rd</sup> day of March, 2010, between, **Circle M. Ranch, Ltd., a Texas Limited Partnership, 8169 E. US Hwy. 79, Franklin, Texas 77856** as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

192.4841 acres, more or less, situated in the William Nichols Survey, A-294 and the Hugh Davlin Survey, A-123, Robertson County, Texas, described in seven tracts to wit:

**Tract One:** 1.5 acres, more or less, situated in the William Nichols Survey, A-294, described as Third Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**Tract Two:** 21.76 acres, more or less, situated in the William Nichols Survey, A-294, described as Fourth Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**Tract Three:** 5.63 acres, more or less, situated in the William Nichols Survey, A-294, described as Sixth Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**Tract Four:** 143.90 acres, more or less, situated in the Hugh Davlin Survey, A-123, described as Ninth Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**Tract Five:** 1.00 acre, more or less, situated in the Hugh Davlin Survey, A-123, described as Twelfth Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**Tract Six:** 0.2841 acre, more or less, situated in the Hugh Davlin Survey, A-123, described as Thirteenth Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**Tract Seven:** 18.41 acres, more or less, situated in the Hugh Davlin Survey, A-123, described as Fifth Tract, in that certain Mineral Deed dated January 1, 2002 from Wanda Karon Bond, et al, to Circle M. Ranch, Ltd, a Texas limited Partnership, recorded in Volume 798 Page 393 of the Official Public Records of Robertson County, Texas.

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

in the county of **Robertson**, State of Texas, containing **192.4841** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

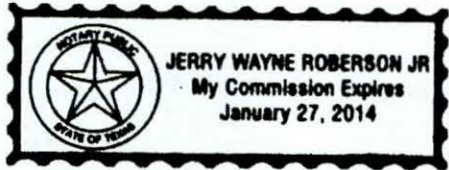
LESSOR (WHETHER ONE OR MORE)

Circle M. Ranch, Ltd., a Texas Limited Partnership

Ruth Martin  
Ruth Martin, General Partner

STATE OF TEXAS            }  
COUNTY OF ROBERTSON   }

This instrument was acknowledged before me on the 23 day of March, 2010 by Ruth Martin, General Partner of Circle M. Ranch, Ltd., a Texas Limited Partnership.



Jerry Wayne Roberson Jr  
Notary Public

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## EXHIBIT "A"

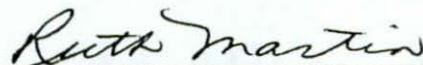
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED MARCH 23, 2010 BY AND BETWEEN CIRCLE M. RANCH, LTC., A TEXAS LIMITED PARTNERSHIP, LESSOR, AND ENCANA OIL & GAS (USA), INC., AS LESSEE.

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.
15. As contained herein, the term oil and gas means only oil and gas and related hydrocarbons and constituent elements (including sulphur) which may be produced with oil and gas. This lease does not cover or include coal, lignite, sand, gravel or iron ore.
16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.
17. Notwithstanding the termination or expiration of this lease as to any portion or portions of the leased premises, it is agreed that Lessee shall have and retain such easements of ingress and egress over such terminated or expired portion or portions of the leased premises as shall be necessary to enable Lessee to develop, explore and operate for productions of oil and/or gas the portion or portions of this lease then in effect, and Lessee shall not be required to move or relocate any pipelines, tanks, separators or other equipment or machinery used in connection with such production or oil and/or gas.
18. It is understood and agreed that the Lessee, their successors or assigns, shall pay Lessor, or the surface owner, for any damage done to crops or by reason of operations thereon, and shall pay for any damage to roads, culverts, bridges and fences or other improvements or Lessor's land, resulting from their use by Lessee in connection with geophysical exploration thereof, or other mineral development by Lessee, its successors or assigns, and that upon abandonment of said lease or surrender thereof, Lessee, its successors or assigns, shall level all levees around slush pits and other excavations and generally restore the surface of the land covered herein as nearly to its present condition as reasonable as possible.
19. Hunting and fishing by Lessee, its employees, agents or contractors are specifically forbidden.
20. Lessee agrees that all facilities erected on said lands by Lessee shall be maintained in a clean, neat and aesthetic appearance at all times, free of litter and debris.

SIGNED FOR IDENTIFICATION:

Circle M Ranch, Ltd., a Texas Limited Partnership



Ruth Martin, General Partner

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20101834 BK OR Vol 1104 Pg 109

8/44  
Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Jan 03, 2011 at 11:12A  
By: Carol Bancroft

## PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the **22nd** day of **November, 2010**, between, **Katie Sue Spillers and husband, D.M. Spillers**, as Lessor(s) whose collective mailing address is: 9040 East U.S. Highway 79, Franklin, Texas 77856 and **EnCana Oil & Gas (USA) Inc.**, AS Lessee, 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**See Exhibit "A", attached hereto and made a part hereof for description**

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

in the county of **ROBERTSON**, State of Texas, containing **93.60** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Katie Sue Spillers  
Katie Sue Spillers

D.M. Spillers  
D.M. Spillers

STATE OF TEXAS §  
COUNTY OF ROBERTSON §

This instrument was acknowledged before me on the 29<sup>th</sup> day of NOVEMBER, 2010 by **Katie Sue Spillers and husband, D.M. Spillers**



W.N. Lewis Jr.  
Notary Public

## Exhibit "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE, DATED NOVEMBER 22, 2010, BY AND BETWEEN KATIE SUE SPILLERS AND HUSBAND, D.M. SPILLERS, AS LESSOR(S), AND ENCANA OIL AND GAS (USA), INC., AS LESSEE, COVERING ALL THEIR INTEREST IN 93.60 ACRES OF LAND, MORE OR LESS, OUT OF THE R.P. PRICE SURVEY A-323, J.M. McQUISTION SURVEY A-267, WILLIAM NICHOLS SURVEY A-294, A.R. GUILD SURVEY A-161, and JAMES FARRIS SURVEY A-148 LOCATED IN ROBERTSON COUNTY, TEXAS.

93.60 acres of land, more or less, out of the R.P. Rice Survey A-323, J.M. McQuiston Survey A-267, William Nichols Survey A-294, A.R. Guild Survey A-161 and the James Farris Survey A-148 located in Robertson County, Texas and being more particularly described in the following 8 tracts:

Tract One: 34.205 acres, more or less, a part of the R.P. Rice Survey, A-323, Robertson County, Texas, and being out of that certain tract of 59.50 acres, more or less, being more particularly described as First Tract in that certain Deed dated July 7, 1970 from C.A. Bennett and wife, Celesta May Bennett to Katie Sue Spillers and recorded in Volume 257, Page 643 of the Deed Records of Robertson County, Texas; SAVE AND EXCEPT: (1) 53.7 acres, more or less, being described in that certain Deed dated August 1, 1931 from C.A. Bennett et ux to Joy Y. McNutt and recorded in Volume 103, Page 38 of the Deed Records of Robertson County, Texas, (2) 1.50 acres, more or less, described in that certain Deed dated February 16, 1932 from C.A. Bennett et ux, to Rome Kirkpatrick and recorded in Volume 103, Page 462 of the Deed Records of Robertson County, Texas, (3) 1.00 acres, more or less, being described in that certain Deed dated June 15, 1935 from C.A. Bennett et ux to Mrs. Susie Jane Fendich and recorded in Volume 109, Page 490 of the Deed Records of Robertson County, Texas, (4) 5.30 acres, more or less, being described in that certain Deed dated June 16, 1939 from C.A. Bennett et ux to Robert Price and recorded in Volume 119, Page 385 of the Deed Records of Robertson County, Texas, (5) 3.125 acres of land, more or less, being described in that certain Deed dated January 1, 1941 from C.A. Bennett et ux to Vera Price and recorded in Volume 122, Page 568 of the Deed Records of Robertson County, Texas, (6) 0.50 acre, more or less, being more particularly described in that certain Deed dated September 21, 1943 from C.A. Bennett et ux to Mrs. Minnie Curlee and recorded in Volume 129, Page 611 of the Deed Records of Robertson County, Texas (7) 3.5 acres, more or less, described in that certain Deed dated October 13, 1942 from C.A. Bennett et ux to Romas Kirkpatrick and recorded in Volume 159, Page of the Deed Records of Robertson County, Texas (8) 5.00 acres, more or less, being described in that certain Deed dated October 19, 1966 from C.A. Bennett et ux to D.M. Spillers et ux, Katie Sue Spillers and recorded in Volume 229, Page 674 of the Deed Records of Robertson County, Texas.

LEAVING 34.205 ACRES OF LAND, MORE OR LESS.

Tract Two: 1.00 acres of land, more or less, a part of the R.P. Rice Survey A-323, being the same land described in that certain Deed dated September 2, 1971 from August G. Fendrich et ux Susie Jane Fendrich to Katie Sue Bennett Spillers and recorded in Volume 269, 649 of the Deed Records of Robertson County, Texas.

Tract Three: 5.00 acres of land, more or less, a part of the R.P. Rice Survey A-323, being the same land as described in that certain Deed dated October 19, 1966 from C.A. Bennett et ux Celesta Mae Bennett to D.M. Spillers and Katie Sue Spillers and recorded in Volume 229, Page 674 of the Deed Records of Robertson County, Texas.

Tract Four: 11.25 acres of land, more or less, a part of the William Nichols Survey, A-294 being the same land as described in that certain Deed dated March 11, 1996 from Katie Sue Spillers et vir., D.M. Spillers to the Trustees of the Fellowship Church of Easterly and recorded in Volume 649, Page 169 of the Deed Records of Robertson County, Texas

Tract Five: 14.125 acres of land, more or less, a part of the J.M. McQuiston Survey A-267 and being more particularly described in that certain Deed dated June 30, 1997 from Noon Curlee and Loriane liner Curlee to D.M. Spillers, Sr., et ux, Katie Sue Spillers and recorded in Volume 684, Page 557 of the Official Public Records of Robertson County, Texas.

Tract Six: 5.37 acres of land, more or less, a part of the R.P. Rice Survey A-323, and being the same land described as two tracts in that certain Right-of-Way Conveyance Instrument dated August 1, 1931 from C.A. Bennett and wife, Celesta Mae Bennett to Joe Y. McNutt, as County Judge of Robertson County, Texas and recorded in Volume 103, Page 38 of the Deed Records of Robertson County, Texas.

Tract Seven: 20.41 acres of land, more or less, a part of the R.P. Rice Survey A-323, and the James Ferris Survey A-148, and being the same land described as two tracts in that certain Right-of-Way Conveyance Instrument dated August 11, 1931 from C.A. Corn to Joe Y. McNutt, as County Judge of Robertson County, Texas and recorded in Volume 103, page 84 of the Deed Records of Robertson County, Texas.

Tract Eight: 2.24 acres of land, more or less, a part of the William Nichols Survey A-294, and being the same land described in that certain Right-of-Way Conveyance Instrument dated August 6, 1931 from W.M. Hancock and wife, Cornelia Hancock to Joe Y. McNutt, as County Judge of Robertson County, Texas and recorded in Volume 103, Page 103 of the Deed Records of Robertson County, Texas.

Doc 20110032 Bk OR Vol 1123 Pg 712

Signed for Identification:

Katie Sue Spillers  
Katie Sue Spillers

D.M. Spillers  
D.M. Spillers

## ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE, DATED NOVEMBER 22, 2010, BY AND BETWEEN KATIE SUE SPILLERS AND HUSBAND, D.M. SPILLERS, AS LESSOR(S), AND ENCANA OIL AND GAS (USA), INC., AS LESSEE, COVERING ALL THEIR INTEREST IN 93.60 ACRES OF LAND, MORE OR LESS, OUT OF THE R.P. PRICE SURVEY A-323, J.M. McQUISTION SURVEY A-267, WILLIAM NICHOLS SURVEY A-294, A.R. GUILD SURVEY A-161, and JAMES FARRIS SURVEY A-148 LOCATED IN ROBERTSON COUNTY, TEXAS.

● **Royalty:** The royalty as provided in this lease shall be one-fifth (1/5th). In all places where the word one-eighth appears in this lease, the word one-fifth shall be substituted therefor.

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

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

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

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

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

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

● **Commencement:** Drilling operations for the purpose of this lease shall be deemed to be commenced when actual spudding in has commenced on said land or land pooled therewith.

● **Surface Operations:**

(a) Prior to laying out and/or constructing any well location, pipe lines or any other structures on the land covered hereby, Lessee shall consult with Lessor or such other party as the Lessor may designate, regarding the compatibility of Lessee's proposed operation(s) with the Lessor's ongoing use of the surface. Thereafter, Lessee shall lay out such locations, roadways, pipe lines or other installations so as not to unduly interfere with the Lessor's use of the surface for said purposes. All pipelines, flow lines, and saltwater disposal lines laid for any purpose granted hereunder, shall be buried at a minimum of thirty-six (36) inches below the surface of the ground if requested by Lessor/Surface Owner.

(b) Lessee shall promptly stock-proof fence all pits dug on land in conjunction with operations thereon, and as soon as such pits are no longer needed, remove all drilling mud and fluids from the pits and fill such pits in order to restore the surface of the ground, as nearly as practicable, to the condition that existed immediately preceding Lessee's use thereof.

(c) As to the surface of the land above described, this lease covers only the right to use the same for the purpose of carrying on drilling, producing and reworking operations, including the installation of tanks, separators and pipe lines and the like.

(d) Whenever a pit is dug or a pipe line laid, the operations shall be conducted so that the top soil is placed in a segregated pile from the non-topsoil earth, so that the top soil can be placed back on the top of the ground after any such pit has been dug or pipeline laid.

(e) Should Lessee, its successors and assigns, desire to erect other improvements thereon, such matters shall be dealt with between the parties hereto by a separate and independent contract.

(f) Where Lessee's use of a road crossing shall impede the proper drainage of a portion of the leased premises, Lessee agrees to place adequate drain tile in a manner so as to remove such impedance.

(g) It is hereby agreed and stipulated that no permanent board roads should be used to production facilities or equipment. Road use, as granted herein shall be such that all roads used by Lessee are maintained in a proper manner, (i.e., kept clear from mud and debris at all times) and said roads shall be maintained so as to not interfere with the proper use of same by the Lessor.

(h) That Lessee, Lessee's agents, servants or employees, will not bring any alcohol, illegal drugs, firearms or dogs upon the leased premises and will not fire any weapons and shall order Lessee's employees not to hunt or fish, and to prohibit unauthorized parties from hunting or fishing thereon while conducting operations.

(i) Lessee is not to allow any waste oil or salt water, drilling mud or fluids, or other harmful matter used in Lessee's operations to flow over the surface of the leased premises nor to allow the same to drain down in the draws, drains, creeks, ponds, tanks or ravines on the leased premises.

(j) Lessee specifically agrees and covenants to keep the leased premises as clean and as free of debris as is reasonably practicable during the term of this lease, and upon its termination to thoroughly clean up the leased premises of the uncleanness resulting from Lessee's operations hereunder and to restore the surface of the land used by Lessee to the level and condition as nearly as practicable as existed prior to the commencement of operations by Lessee.

(k) That Lessee agrees that in the event a well is drilled upon the above described property and the same is either a producing well or a dry hole, that it will within a reasonable time, restore the surface of said land as nearly as practical to the condition that existed immediately prior to Lessee's use thereof, such restoration to be made on the area used by Lessee in his operations surrounding the producing well and in the case of a dry hole, then the entire surface area used by Lessee in its operations. A reasonable time shall be agreed to not exceed six (6) months.

(l) Lessee shall properly install and maintain a substantial gate whenever necessary to cross fences for operations hereunder, and shall keep any outside gate locked at all times except when in actual use and shall furnish a separate lock and key to be used by Lessor on each such outside gate. Any gate so installed shall become the property of Lessor.

(m) Lessee agrees whenever operations commence on the leased premises to designate a person who shall be responsible for the day-to-day lease operations and who shall be authorized to deal with Lessors with respect to maintenance of the leased premises.

● **Damage Payments:** Lessee agrees to pay Lessor within a reasonable time for the damages to the surface of the land and the improvements, water wells, growing crops and livestock thereon and to any other personal property of Lessor occasioned by, arising out of or resulting from operations by Lessee, its agents, employees or independent contractors on the land hereby leased to Lessee. A reasonable time shall be agreed not to exceed six (6) months.

● **Geophysical Operations:** Lessee agrees to give Lessor or their representatives notice FORTY-EIGHT (48) hours in advance of the time Lessee shall institute geophysical operations hereunder where it is contemplated that such operations shall include the use of explosives or the drilling of holes. Lessee likewise agrees to satisfactorily plug all shot holes resulting from seismographic operations. During the term of this lease, Lessor reserves the right to execute any and all permits for the conduct of seismic operations by Lessee and to be paid damages to the land covered by this lease. This lease does not grant unto Lessee the right to conduct seismic operations without compensation being paid to Lessor.

● **Water:** Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, or from tanks, ponds, lakes, rivers, streams or springs, located on said land) for all operations hereunder and solely upon the leased premises; provided, that no surface water or underground fresh water will be used for water flood or pressure maintenance operations. Lessee shall have the right at any time within one hundred eighty (180) days after the expiration of this lease and provided Lessee is not in default hereunder to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing except casing in water wells, and Lessee shall do nothing that will in any way damage any water well or prevent its future use by Lessor. Each water well drilled on the leased premises by Lessee, together with all pipe and casing in or on said well, shall become the property of the surface owner. Surface owner shall have the concurrent right to use water therefrom during the term of this lease, (except during drilling or reworking operations) and so long as such use does not interfere with Lessee's operations. When this lease terminates Lessor or surface owner shall become the owner of such water well. As to dry holes completed by Lessee, Lessee shall give surface owner notice of Lessee's intention to plug and abandon a well as a dry hole and shall give Lessor or Lessor's agent copies of all logs, including the gamma ray logs taken down the depth covered by this lease, so that surface owner or lessor's agent may determine the existence and location of any fresh water bearing sands and surface owner shall have the right to take over such well and convert it to a water well by executing the proper Railroad Commission forms and affidavits submitted by Lessee to surface owner for conversion of such well. In such event, Lessee shall plug any such well to just below the water zone selected by surface owner and surface owner shall take over such well, together with the obligation to plug the unplugged portion of such well and Lessee shall have no further liability or responsibility for the unplugged portion of such well.

● **Salt Water:** Lessee shall not have the right to dispose of salt or waste water produced or obtained from off leased premises into the subsurface of the leased premises. Lessee shall comply with applicable state and Federal regulations in dispositions (by re-injection or otherwise) of salt water, brine or other fluids utilized in or resulting from operations, and shall not cause or permit any such substances to damage or pollute the surface of the leased premises or any fresh water sands lying thereunder. Lessee shall have the privilege of injecting salt water produced or obtained from the leased premises back into subsurface strata conditioned upon such re-injection no contaminating or contacting fresh water bearing sands and so long as such re-injection does not damage the production of water, gas and oil from reservoirs or strata under Lessor's lands.

● **Indemnification:** Lessee agrees to indemnify and save harmless Lessor from any and all liabilities, damages, costs, attorney's fees, expenses, causes of action, suits, claims, or judgments of any kind or character for

injury to person or property arising out of the Lessee's operations on the leased premises or lands pooled therewith. This indemnity provision shall also extend to operations conducted by subcontractors, agents, suppliers and other persons working under, for or on behalf of Lessee, whether employees or independent contractors. Lessee, their heirs or assigns, holds Lessor harmless and shall assume any and all Lessor's liabilities, obligations, penalties, fines, losses, costs or expenses, whether direct or, indirect, pending, threatened, contingent or otherwise arising from, based on, associated with or related to the presence, handling, management, storage, escape of Environmental Contaminates on said leased premises, or lands pooled herein, the term "Environmental Contaminates" shall mean any pollutant, waste, contaminate, or hazardous or toxic material, substance or waste caused by or resulting from a well drilled by Lessee herein.

■. **Title Information:** Any abstracts in Lessor's possession or control shall, upon request of Lessee or its assignee, be delivered to Lessee or its assignee for examination and safekeeping, but with the understanding and agreement that (1) Lessee or its assignee shall be liable for the safekeeping and return of same. It is agreed that if Lessee or its assignee should not return said abstract(s) to Lessor as provided herein, then Lessee shall pay Lessor the entire cost to have said abstract replaced. (2) if Lessee or its assignee shall obtain a supplemental abstract, then such supplement or a copy thereof shall be delivered to Lessor along with Lessor's abstracts as soon as Lessee or its assignee has completed its title examination. If Lessee or its assignee purchases base abstracts on the subject property, then upon completion of Lessee's use of the same, Lessee or its assignee shall deliver such abstracts or copies thereof to Lessor. Lessee agrees to provide (1) all title opinions and title curative documents pertaining to title examination, (2) copies of all land surveys made of the leased premises or parts thereof and any land adjacent to the lands covered hereby.

■. **Lessor's right to inspect operations, premises and metering equipment:** Any operations upon the leased premises conducted by Lessee, its contractors or employees, shall at all times be open to the inspection and examination of Lessor, at Lessor's sole risk and expense, or their duly accredited representatives. Lessor or its representatives shall have the right at all reasonable times to examine any gas or oil meters placed on any wells upon the leased premises or lands pooled therewith, however, Lessor is not given the right to interrupt well flow.

■. **Assignment:** The rights of any party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns. However, no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; provided, however, in the event that Lessee assigns this lease in whole or in part, Lessee shall not be relieved of its obligations hereunder which accrued prior to such assignment and shall continue to be responsible for each and every term and provision hereof pertaining to such obligations. No assignment by Lessee shall be binding upon Lessor until Lessee shall have (1) recorded the assignment in the records of Robertson County, Texas, and (2) furnished the Lessor with a copy of the recorded assignment within thirty (30) days of the recording date.

■. **Release:** Lessee agrees to furnish Lessor within thirty (30) days after the termination of this lease a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any portion of the leased premises that shall have terminated.


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

■. **Multiple Tracts:** Notwithstanding any provisions in the printed portion of this Lease, or any wording contained in this Lease (such as "this Lease," "the Lease," "leasehold," or any similar terms), each of the separately designated tracts described in this Lease shall be treated for all purposes as a separate and distinct lease. All of the provisions contained in this lease form shall be applicable to each separate tract and be construed as if a separate lease agreement had been made and executed covering each separate tract.

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

SIGNED FOR IDENTIFICATION:

  
KATIE SUE SPILLERS

  
D.M. SPILLERS

RECORDING PAGE

Return to:  
Triad Land Services, LLC  
PO Box 7668  
Tyler, TX 75711

Doc 20110032 Bk OR Vol 1123 Pg 716

3124

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Nov 18, 2010 at 10:52A  
By: Carol Bancroft

## PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the **9th** day of **November, 2010**, between, **Easterly Volunteer Fire Department, P.O. Box 333 New Baden, TX 77870** as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

**1.91 acres, more or less, a part of the William Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Warranty Deed dated May 8, 1987 from Joe B. Grove and wife Martha Grove to Easterly Fire Protection Association and recorded in Volume 498, Page 80 of the Public Records of Robertson County, Texas.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

in the county of **Robertson**, State of Texas, containing **1.91** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration

Doc 20105015 OR Vol 1120 Pg 640

describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

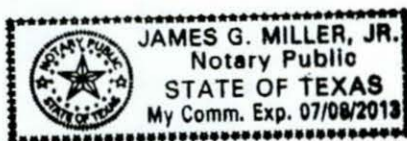
*Kerry Corn*

Easterly Volunteer Fire Department  
By: Kerry Corn, Assistant Chief

Doc 20105015 Bk OR Vol 1120 Pg 641

STATE OF TEXAS  
COUNTY OF ROBERTSON

This instrument was acknowledged before me on the 14th day of November, 2010 by Kerry Corn, as Assistant Chief of the Easterly Volunteer Fire Department..



*[Signature]*  
Notary Public

**EXHIBIT "A"**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 9TH, 2010 BY EASTERLY VOLUNTEER FIRE DEPARTMENT, BY KERRY CORN, ASSISTANT CHIEF, LESSOR, AND ENCANA OIL & GAS (USA), INC., LESSEE.**

**Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.**

**14. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.**

**15. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.**

**16. The royalty as provided in this lease shall be one-fifth (1/5<sup>th</sup>). In all places where the word one-eighth appears in this lease the word one-fifth (1/5<sup>th</sup>) shall be substituted therefore.**

**SIGNED FOR IDENTIFICATION**

  
**EASTERLY VOLUNTEER FIRE DEPARTMENT  
 BY: KERRY CORN, ASSISTANT CHIEF**

Return to:  
 Triad Land Services  
 P.O. Box 7668, Tyler, TX 75711

Doc 20105015 Ek OR Vol 1120 Pg 642

3/24

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Dec 16, 2010 at 12:05P  
By: Carol Bancroft

## PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 6th day of December, 2010, between, Lawrence K. DeZavala and wife Rachel S. DeZavala, Trustees of the DeZavala Family Living Trust, P.O. Box 10, New Baden, TX 77870 as Lessor (whether one or more), and EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

**3.75 acres, more or less, a part of the William Nichols Survey, A-294, Robertson County, Texas, and being the same described in a Warranty Deed dated March 25, 1992 from Lawrence K. DeZavala and wife Rachel S. DeZavala to Lawrence DeZavala and Rachel S. DeZavala, Trustees of the DeZavala Family Living Trust and recorded in Volume 581, page 12 of the Official Records of Robertson County, Texas.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

in the county of **Robertson**, State of Texas, containing **3.75** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross

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completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

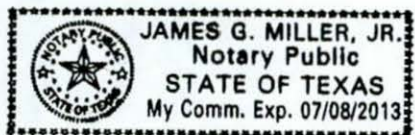
*Lawrence K. DeZavala*  
Lawrence K. DeZavala, Trustee of the DeZavala Family Living Trust

*Rachel S. DeZavala*  
Rachel S. DeZavala, Trustee of the DeZavala Family Living Trust

STATE OF TEXAS  
COUNTY OF ROBERTSON

Doc 20105416 Bk OR Vol 1122 Pg 599

This instrument was acknowledged before me on the 6th day of December, 2010 by Lawrence K. DeZavala and Rachels S. DeZavala, Trustees of the DeZavala Family Living Trust.



*[Signature]*  
Notary Public

**EXHIBIT "A"**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED DECEMBER 6TH, 2010 BY LAWRENCE K. DE ZAVALA AND RACHEL S. DE ZAVALA, TRUSTEES OF THE DE ZAVALA FAMILY LIVING TRUST, LESSOR, AND ENCANA OIL & GAS (USA), INC., LESSEE.

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

14. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.

15. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.


16. Hunting and fishing by Lessee, its employees, agents or contractors are specifically forbidden.

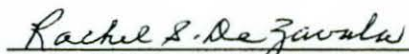
17. At the expiration of the primary term of this lease, this lease shall terminate as to all depths below one hundred feet (100') below the stratigraphic equivalent of the deepest depth drilled by any well commenced on or before the expiration of the primary term on the leased premises or any lands pooled therewith.

18. The royalty as provided in this lease shall be one-fifth (1/5<sup>th</sup>). In all places where the word one-eighth appears in this lease the word one-fifth (1/5<sup>th</sup>) shall be substituted therefore.

19. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable.

**SIGNED FOR IDENTIFICATION**

  
Lawrence K. DeZavala, Trustee of the  
DeZavala Family Living Trust

  
Rachel S. DeZavala, Trustee of the  
DeZavala Family Living Trust

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

4128

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **16th** day of **December, 2010**, between, **Selestino Castillo, dealing in his separate property, 7106 Trinstone Dr., Pasadena, TX 77505** as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

**1.0 acres, more or less, a part of the William Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Warranty Deed dated June 6, 1984 from A.GF. Muegge, to Selestino Castillo, and recorded in Volume 438, Page 39 of the Public Records of Robertson County, Texas.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

in the county of **Robertson**, State of Texas, containing **1.0** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased

premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X Selestino Castillo  
Selestino Castillo, dealing in his separate property

STATE OF TEXAS  
COUNTY OF

Doc 20110884 Bk OR Vol 1128 Pg 527

This instrument was acknowledged before me on the 3<sup>rd</sup> day of February, 2010 by Selestino Castillo, dealing in his separate property.



Charlotte Pierce  
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED DECEMBER 16TH, 2010 BY SELESTINO CASTILLO, DEALING IN HIS SEPARATE PROPERTY, LESSOR, AND ENCANA OIL & GAS (USA), INC., LESSEE.

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

14. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.

15. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.

16. The royalty as provided in this lease shall be one-fifth (1/5<sup>th</sup>). In all places where the word one-eighth appears in this lease the word one-fifth (1/5<sup>th</sup>) shall be substituted therefore.

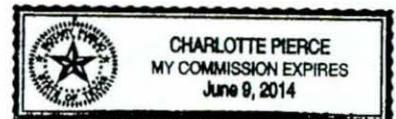
17. It is understood and agreed that the Less, their successors or assigns, shall pay Lessor, or the surface owner, for any damage done to crops by reason of operations thereon, and shall pay for any damages to roads, culverts, bridges and fences or other improvements or Lessor's land, resulting from their use by Lessee in connection with geophysical exploration thereof, or other mineral development by Lessee, its successors or assigns, and that upon abandonment of said lease or surrender thereof, Lessee, its successors or assigns, shall level all levees around slush pits and other excavations and generally restore the surface of the land covered herein as nearly to its present condition as reasonably as possible.

SIGNED FOR IDENTIFICATION

Doc 20110884 Bk OR Vol 1123 Pg 528

X Selestino Castillo  
Selestino Castillo, dealing in his separate property

Charlotte Pierce  
NOTARY - Harris County



RECORDING PAGE

Return to:  
Triad Land Services, LLC  
PO Box 7668  
Tyler, TX 75711

Doc                      Bk                      Vol                      Pg  
20110884    OR                      1128                      529

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**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **5th** day of **November, 2010**, between, **Vernon E. Hancock, dealing in his sole and separate property**, as Lessor(s) whose collective mailing address is: P.O. Box 414, Franklin, Texas, 77856 and **EnCana Oil & Gas (USA) Inc., AS Lessee**, 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

**See "Exhibit A" attached hereto and made a part hereof for a description of tracts covered by this Lease.**

Doc            Bk            Vol            Pg  
20105018    OR            1120        650

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **4.995** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government

authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 5, 2010 BY VERNON E. HANCOCK, as Lessor(s) and ENCANA OIL & GAS (USA) INC., as Lessee,

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintains this lease in effects only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this leases so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for as additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Four hundred and Fifty (\$450.00) Dollars per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

*Vernon E. Hancock*

Vernon E. Hancock  
As his sole and separate property

Doc 20105018 Ek OR Vol 1120 Pg 652

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

*Vernon E. Hancock*

**Vernon E. Hancock**  
**Sole and Separate Property**

STATE OF TEXAS §

COUNTY OF Robertson §

This instrument was acknowledged before me on the 5th day of November, 2010 by **Vernon E. Hancock, as his sole and separate property.**



*Judy R. Limmer*  
Notary Public

**EXHIBIT A**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 5, 2010 BY VERNON E. HANCOCK, as Lessor(s) and ENCANA OIL & GAS (USA) INC., as Lessee,**

**4.995 acres, more or less, situated in the William Nichols Survey A-294, Robertson County, Texas, being composed of four tracts and being more fully described in that certain Warranty Deed dated March 9, 1983, from William Richard Hancock, surviving spouse of Gladys Alyne Hancock to Vernon E. Hancock and Robert L. Hancock, recorded in Volume 411, Page 723, and being further described as follows:**

**FIRST TRACT: 0.829 acres, being LOTS 1, 2, 3, 4 and 5 in BLOCK 4, as shown in the Map and Plat of the Town of Easterly, Texas, described in Volume 41, Page 354, of the Deed Records of Robertson County, Texas, and being the same lands described in that certain Deed dated May 9, 1912, from D.J. Easterly et ux to W.W. Hancock, recorded in Volume 59, Page 229, of the Deed Records of Robertson County, Texas.**

**SECOND TRACT: 3.0 acres being LOTS 6, 7, 8, 9, and 10, in BLOCK 4, as shown in the Map and Plat of the Town of Easterly, Texas, and also containing an adjoining tract, West of Block 4, described as the "gin lot" in that certain Deed dated February 4, 1914, from D.J. Easterly, Sr. et ux to W.W. Hancock, and recorded in Volume 61, Page 499, of the Deed Records of Robertson County, Texas.**

**THIRD TRACT: 0.36 acres, being LOTS 1, 2, 3, 4 and 5, BLOCK 3, as shown in the Map and Plat of the Town of Easterly, Texas, described in Volume 41, Page 354 of the Deed Records of Robertson County, Texas, and being the same lands described that certain Deed dated April 7, 1928, from R.W. Cole to W.W. Hancock, recorded in Volume 142, Page 20, of the Deed Records of Robertson County, Texas.**

**FOURTH TRACT: 0.806 acres, being LOTS 11, 12 and 13, BLOCK 3, as shown in the Map and Plat of the town of Easterly, Texas, described in Volume 41, Page 354, of the Deed Records of Robertson County, Texas, and a tract adjoining to the West of BLOCK 3, described in that certain Deed dated May 20, 1912, from D.J. Easterly et ux to W.W. Hancock, recorded in Volume 58, Page 324, of the Deed Records of Robertson County, Texas.**

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20105018 Bk OR Vol 1120 Pg 654

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **5th** day of **November, 2010**, between, **Robert L. Hancock, dealing in his sole and separate property**, as Lessor(s) whose collective mailing address is: **1400 Kings Row, Denton, Texas, 76209** and **EnCana Oil & Gas (USA) Inc., AS Lessee**, **14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

**See "Exhibit A" attached hereto and made a part hereof for a description of tracts covered by this Lease.**

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **4.995** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government

authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)



**Robert L. Hancock**  
**Sole and Separate Property**

STATE OF TEXAS §

COUNTY OF Denton §

This instrument was acknowledged before me on the 8<sup>th</sup> day of November, 2010 by **Robert L. Hancock, as his sole and separate property.**



Linda Haggard  
Notary Public

**EXHIBIT A**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 5, 2010 BY ROBERT L. HANCOCK, as Lessor(s) and ENCANA OIL & GAS (USA) INC., as Lessee,**

**4.995 acres, more or less, situated in the William Nichols Survey A-294, Robertson County, Texas, being composed of four tracts and being more fully described in that certain Warranty Deed dated March 9, 1983, from William Richard Hancock, surviving spouse of Gladys Alyne Hancock to Vernon E. Hancock and Robert L. Hancock, recorded in Volume 411, Page 723, and being further described as follows:**

**FIRST TRACT: 0.829 acres, being LOTS 1, 2, 3, 4 and 5 in BLOCK 4, as shown in the Map and Plat of the Town of Easterly, Texas, described in Volume 41, Page 354, of the Deed Records of Robertson County, Texas, and being the same lands described in that certain Deed dated May 9, 1912, from D.J. Easterly et ux to W.W. Hancock, recorded in Volume 59, Page 229, of the Deed Records of Robertson County, Texas.**

**SECOND TRACT: 3.0 acres being LOTS 6, 7, 8, 9, and 10, in BLOCK 4, as shown in the Map and Plat of the Town of Easterly, Texas, and also containing an adjoining tract, West of Block 4, described as the "gin lot" in that certain Deed dated February 4, 1914, from D.J. Easterly, Sr. et ux to W.W. Hancock, and recorded in Volume 61, Page 499, of the Deed Records of Robertson County, Texas.**

**THIRD TRACT: 0.36 acres, being LOTS 1, 2, 3, 4 and 5, BLOCK 3, as shown in the Map and Plat of the Town of Easterly, Texas, described in Volume 41, Page 354 of the Deed Records of Robertson County, Texas, and being the same lands described that certain Deed dated April 7, 1928, from R.W. Cole to W.W. Hancock, recorded in Volume 142, Page 20, of the Deed Records of Robertson County, Texas.**

**FOURTH TRACT: 0.806 acres, being LOTS 11, 12 and 13, BLOCK 3, as shown in the Map and Plat of the town of Easterly, Texas, described in Volume 41, Page 354, of the Deed Records of Robertson County, Texas, and a tract adjoining to the West of BLOCK 3, described in that certain Deed dated May 20, 1912, from D.J. Easterly et ux to W.W. Hancock, recorded in Volume 58, Page 324, of the Deed Records of Robertson County, Texas.**

**ADDENDUM**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 5, 2010 BY ROBERT L. HANCOCK, as Lessor(s) and ENCANA OIL & GAS (USA) INC., as Lessee,**

**Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.**

**15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.**

**16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintains this lease in effects only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.**

**17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this leases so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for as additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Four hundred and Fifty (\$450.00) Dollars per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.**

**SIGNED FOR IDENTIFICATION:**

\_\_\_\_\_  
**Robert L. Hancock**  
**As his sole and separate property**

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20110025 Bk OR Vol 1123 Ps 672

6/30

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Jan 15, 2010 at 10:26A  
By: Maxine Lattimore**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the 18<sup>th</sup> day of December, 2009, between, **Thomas E. Phillips, dealing in his separate property, whose address is 772 FM 2096, Franklin, Texas 77856** as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

**432.8983 acres, more or less, situated in the W.R. Cox Survey, A-93, the J.W. Hill Survey, A-178, and the William Nichols Survey, A-294, all in Robertson County, Texas described in six tracts to wit:**

**Tract 1: 23 .0 acres, more or less, out of the W.R. Cox Survey, A-93, Robertson County, Texas, described in that certain Deed from George E. Phillips and wife, Ila M. Phillips to Thomas E. Phillips and wife, Nancy Carol Phillips dated April 5, 1967, recorded in Volume 223, Page 312, Deed Records, Robertson County, Texas.**

**Tract 2: 34.8 acres, more or less, out of the W.R. Cox Survey, A-93, Robertson County, Texas, described in that certain Deed from George David Autrey to Thomas E. Phillips and wife, Nancy Carol Phillips dated November 1, 1987, recorded in Volume 505, Page 654, Deed Records, Robertson County, Texas.**

**Tract 3: 0.486 acres, more or less, out of the W.R. Cox Survey, A-93, Robertson County, Texas, described in that certain Deed from Janet Autrey Palermo to Thomas E. Phillips and wife, Nancy Carol Phillips dated November 1, 1987, recorded in Volume 505, Page 657, Deed Records, Robertson County, Texas.**

**Tract 4: 186.88 acres, more or less, out of the J.W. Hill Survey, A-178, Robertson County, Texas, described in that certain Deed from Cecil Wilma Phillips Chapman and husband, Allen F. Chapman to Thomas E. Phillips and wife, Nancy Carol Phillips dated December 9, 1987, recorded in Volume 507, Page 489, Deed Records, Robertson County, Texas.**

**Tract 5: 186.88 acres, more or less, out of the J.W. Hill Survey, A-178, Robertson County, Texas, described in that certain Deed from Cecil Wilma Phillips Chapman and husband, Allen F. Chapman to Thomas E. Phillips and wife, Nancy Carol Phillips dated December 9, 1987, recorded in Volume 507, Page 486, Deed Records, Robertson County, Texas.**

**Tract 6: 0.8523 acres, more or less, out of the William Nichols Survey, A-294, Robertson County, Texas, being Lots 1 through 4 and Lots 13 through 20, Block 2, Town of Easterly according to the map of said town recorded in Volume 41, Page 355, Map Records, Robertson County, Texas.**

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

20100247 OR Bk Vol Pg  
1095 602

in the county of **Robertson**, State of Texas, containing **432.8983** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations

reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.

Doc 20100247 Bk OR Vol 1095 Pg 603

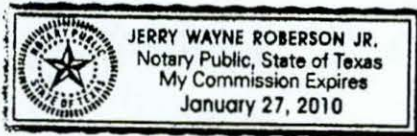
IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR

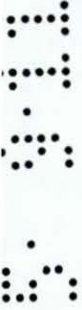
Thomas E. Phillips  
Thomas E. Phillips, dealing in his separate property

STATE OF TEXAS            }  
COUNTY OF ROBERTSON    }

This instrument was acknowledged before me on the 18<sup>th</sup> day of December, 2009 by **Thomas E. Phillips**



Jerry Wayne Roberson Jr.  
Notary Public



Doc           Bk           Vol           Pg  
20100247 OR       1095       604

## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED DECEMBER, 2009 BY THOMAS E. PHILLIPS, LESSOR, AND ENCANA OIL & GAS (USA), INC., AS LESSEE.

Doc 20100247 Bk OR Vol 1095 Pg 605

OTHER TERMS AND PROVISIONS:

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

14. Notwithstanding anything contained herein to the contrary, it is expressly agreed and understood that in the event a drill site is located on any parcel or tract of the leased premises then all of said tract of the leased premises will be pooled or unitized. In the event that Lessee elects to pool or unitize and so pools or unitizes any parcel or tract of the leased premises by a drill site off of the leased premises, then at least fifty percent (50%) of any unitized parcel or tract of the leased premises will be included in such pool or unit. Further, no unit shall be greater than 640 acres, plus a maximum acreage tolerance of 10%.

15. Notwithstanding anything contained herein to the contrary, at the expiration of the primary term or any continuous drilling operations as provided in Paragraph 5, herein, whichever is the later, this lease shall terminate as to all depths below one hundred feet (100') below the stratigraphic equivalent of the deepest depth then producing logged and found to be capable of producing minerals in paying quantities on the leased premises or on the lands pooled therewith.

16. Lessee shall adequately protect the oil and gas under the above described land from drainage from adjacent land or leases. The Lessee shall drill as many wells as the facts justify, necessary for the effective protection against drainage from such adjacent land or leases as would any reasonable and prudent operator. Neither the bonus, annual rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed.

17. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein with the time provided in §91.402 of the Natural Resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in §91.403 of the Natural Resources Code of the State of Texas. Furthermore, Lessee agrees not to withhold any royalty due Lessor under this lease because of title problems which may exist under acreage in which Lessor does not own and interest.

18. Lessee agrees that all royalties accruing under this lease shall be without deduction for the cost of processing, gathering, storing, separating, treating, dehydrating, transporting and marketing prior to the transfer of title to the oil and/or gas produced hereunder. If transporting gas nets a better price than at the wellhead after deducting out transportation costs, Lessor shall bear its proportionate share of the transportation costs. All past due royalties shall be subject to a Late Charge based on the amount due and calculated at the maximum rate allowed by law commencing on the day after the last day on which such monthly royalty payment could have been timely made and for every calendar month and/or fraction thereof from the due date until paid, plus attorney's fees, court costs, and other costs in connection with the collection of the unpaid amounts. Any Late Charge that may become applicable shall be due and payable on the last day of each month when this provision becomes applicable. The above described Late Charge is understood and agreed to be liquidated damages for breach of a covenant of this agreement and not compensation for the use or forbearance or detention of money.

19. The royalties on oil and all other liquids shall be paid direct to Lessor by the non-affiliated third-party purchaser who purchases the oil and other liquids from the Lessee or its affiliates in an arms length transaction. Further, the royalty on gas and casinghead gas that is to be paid to the Lessor shall be a price that is not less than the gross price received by Lessee or its affiliates in an arms length transaction with a nonaffiliated "third party" purchaser. As used herein, the term "third party" shall mean a person, firm, corporation or other entity not subsidiary or affiliate of Lessee, with whom the Lessee deals at arms length. All royalties to be paid to Lessor on gas and casinghead gas shall be a gross price and shall be determined and paid without deducting and development, production, dehydration, compression, processing, transportation, treating or any other deductions or offsets of any kind that may be incurred in making the gas and casinghead gas available for market except taxes applicable to Lessor's share of the gas produced.

20. It is expressly agreed between the parties hereto that no warranty or covenant of title to the land covered hereby or to the oil and gas therein or produced therefrom, either express or implied, is made by Lessor, and that no warranty, covenant or guaranty of title shall be created or arise from this lease or grant and any implied grant created by law or implied by any words in the printed form are hereby negated.

21. Lessee agrees to indemnify, protect and hold Lessor (and surface owner if different from Lessor) harmless of and from any and all claims, demands, costs (including but not limited to attorney's fees), expenses, damages, losses, and causes of action or suits for damages arising out of injury to persons (including death) and injury or damage to or loss of any property or improvements, including environmental claims caused by Lessee, his agents, employees, servants, contractors, or any person acting under its direction or contract. Further neither Lessor nor surface owner shall ever be liable for any claims, demands, costs, expenses, damages, losses and causes of action or suits for damages because of injury to persons or property, including environmental claims, arising out of acts or omissions of Lessee, its agents, employees, servants, contractors, or any person acting under its direction and control on said lands.

22. It is understood that in the event Lessee should for any reason enter into a gas sales contract covering the sale of gas (including casinghead gas and/or other gaseous substances) produced from or attributable to the leased premises to a purchaser which is owned or controlled by Lessee, or which is a subsidiary or affiliate of Lessee, or of which Lessee is a subsidiary or affiliate, then and in that event, the royalties on such gas payable by

Lessee as provided elsewhere in this lease shall be calculated and paid on the basis of the market value thereof. The term "market value" as used in this paragraph shall mean the average of the two (2) highest prices being paid for gas (on a MCF basis) located in the field in which the leased premises is located under existing contracts of like duration having been entered into within one (1) year of the purchase of gas and/or casinghead gas from a well drilled on the leased premises or on lands pooled therewith. Further, Lessor is responsible for proof of higher contracts for like quality of gas existing in the same field in which the leased premise is located.

23. If so requested in writing by Lessor, Lessee shall deliver to Lessor copies of any title opinions which cover all or any portion of the leased premises which may be prepared in connection with Lessee's operations hereunder. Further, Lessee shall provide Lessor with a copy of each well location and plat for wells permitted on the leased premises or acreage pooled therewith when same is filed.

24. That Lessee shall be solely responsible for full compliance with all rules and regulations of the Railroad Commission of Texas, or any governmental agency, in all of its operations on the leased premises and especially including the properly plugging of any well that is to be abandoned on the leased premises [except water well(s), the plugging of which shall be the responsibility of Lessor if Lessor has assumed ownership of said water well(s)] and does hereby indemnify and agree to hold Lessor harmless against any such rules or regulations.

25. That all division orders tendered to Lessor under the terms of this lease shall strictly comply with terms of this lease and the Lessor shall not be required to sign division orders not so complying.

26. Lessee agrees to furnish Lessor, within sixty (60) days after the termination of this lease, a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all of the leased premises. The failure to furnish shall cause liquidated damages of \$1,000.00.

27. Lessee shall give notice to Lessor of any assignment of this lease, within sixty (60) days, to include the name, address, and telephone number of the assignee. No assignment shall operate to relieve Lessee of any obligation or implied covenants hereunder. The failure to give notice shall cause liquidated damages of \$1,000.00. Notwithstanding anything contained herein to the contrary, upon furnishing Lessor with notice of any assignment of this lease as provided in this paragraph, Lessee shall be relieved of the responsibility of notifying Lessor regarding any subsequent assignments made by Lessee's assignee(s) and Lessee shall not be liable for any liquidated damages associated with said assignee's failure to comply with this provision.

28. This lease shall not be kept in force by the payment of shut-in gas royalties as provided in paragraph three (3) of this lease for a period in excess of three (3) years in the aggregate. Under paragraph three (3) Lessee agrees to pay Lessor a minimum shut-in royalty of \$25.00 per net mineral acre per year as shut-in royalty. Further that after a well is completed and oil or gas is being marketed and sold, Lessee agrees to pay Lessor an amount equal to the sum of \$10.00 per net mineral acre per year as a minimum royalty payment. This obligation to pay minimum royalty is subject to the proportionate reduction clause contained in the lease hereby amended. If the Lessee fails to comply with the provisions of this paragraph, then Lessor may, at Lessor's option be entitled to liquidated damages of a minimum of \$1,000.00. Lessor shall however, give written notice of such intention to Lessee and Lessee shall have thirty (30) days in which to comply with the requirement. No release of this lease shall impair the rights of the Lessor hereunder.

29. Unless otherwise expressly provided, every obligation of each party to this lease shall be fully performed in Robertson County, Texas. Venue for the, filing of any cause of action for the enforcement of this contract shall be in Robertson County, Texas.

30. Any reference made hereinabove in Paragraph three (3) of the printed lease form relating to royalty is hereby amended to read One Fifth (1/5th).

31. The act of executing this lease shall not imply acceptance or other meaning not favorable, to Lessor, his successors and assigns, of any previous royalty, non-participating royalty, or mineral reservation or conveyance, or inheritance, if any. Further, Lessee agrees to comply with any language made in any prior deeds or instruments regarding any mineral or royalty reservations or conveyances.

32. In the event Lessee drills a water well(s) on the herein described premises, the surface owner is hereby granted the right and option, to request in writing that the Lessee not plug said water well(s), and to leave it in its then existing condition for use by the surface owner when Lessee ceases to use said water well(s); however, Lessee shall have the full right to use water from said well(s), during the term of this lease for additional drilling operations or reworking operations upon the herein described premises. In the event Lessee leaves said water well(s) in its then existing condition for the surface owner, the surface owner does hereby relieve Lessee of any and all liability, indemnify and agree to hold Lessee harmless, and the surface owner herein shall thereafter be solely responsible for full compliance with all rules and regulations of the Railroad Commission of Texas, or any other governmental agency for any continued use, abandonment or plugging of said well(s).

33. Lessee shall only be able to construct and lay pipe lines for transporting minerals produced from well or wells located on the herein leased premises or upon acreage pooled therewith, and no other pipe lines shall be constructed by Lessee hereunder without the express written consent of Lessor. Lessee may lay temporary pipe lines and utility lines associated with said well, but not in a manner so as not to unreasonably interfere with the planting, irrigation, growing and harvesting of crops. All pipe lines associated with said well(s) shall be buried below ordinary plow depth and Lessor shall receive a minimum of \$150.00 per rod as surface damages and for the grant of any pipeline right-of-way in connection with Lessee's operations hereunder.

34. Notwithstanding anything to the contrary contained in the lease or its addendum, Lessee agrees that any operations conducted on the permitted property shall be performed and maintained in a good and workmanlike manner and condition. All equipment shall be installed by Lessee in a manner which maintains the aesthetic value of the property and so as not to destroy the functional use of the property by the surface owner. Lessee also agrees that the condition of the property will be maintained to as near as is practicable its condition at the time Lessee commences operations thereon.

35. Lessee agrees to erect and maintain a five (5) strand barbed wire fence which is capable of turning cattle around all hazardous machinery and conditions resulting from or in connection with Lessee's operations. Lessee

shall properly install and maintain a substantial gate wherever necessary to cross fences for operations hereunder and keep the outside gate or gates locked at all times, except when in actual use, and shall furnish to Lessor a separate lock and key to be used on such outside gate or gates. Any gate or gates so installed shall become the property of Lessor after abandonment of the Leased premises by Lessee.

36. Lessee agrees that no drilling operations shall be conducted, nor roads or pipelines constructed, closer than 600 feet radius from any house or mobile home that exist on the leased premises as of the effective date of this lease without prior written consent, the radius to be on Lessor's property only. Lessee shall first consult with the Landowner regarding location and structure of all drill sites, pipelines, roads, culverts, cattle guards, and fences used and built by Lessee. All roads shall have a four inch (4") caliche or white rock base. Further no seismic operations are permitted without Lessor's written consent. Lessee agrees that all cattle guards and road base material placed on the property shall, at the option of Lessor, become the property of Lessor.

37. That all removal of properties and fixtures placed by Lessee on the above described lands shall be completed within six (6) months after the expiration of this lease. If not, the Lessor shall have the option of either claiming the property, in whole or in part, as his own or having the said properties and fixtures removed, in whole or in part, at the Lessee's expense. If the property is opted to be removed, additional expenses for surface damages and restoring the land shall be charged to the Lessee, provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned. If the Lessee leaves the casing in place, and if the Lessor does not desire to use it for any reason, the Lessee shall cut off and remove the casing as required and in compliance with the Texas Railroad Commission.

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38. That Lessee agrees to promptly pay Landowner in full for all damages to the surface of Lessor's land, roads, fences, buildings and improvements as well as damages to crops (Lessee acknowledges that Lessor is in commercial hay production business), livestock, grasses, timber and/or other personal or real property specifically including, but not limited to, Lessor's potable water and water wells located on said land caused by Lessee's operations. All damages normally associated with a drilling operation (not including extraordinary damages) shall be payable prior to any operations. Initial damages during the primary term shall be not less than \$17,500.00 per site, thereafter initial damages shall not be less than \$17,500.00 per site (including location, roadways and flow line right-of-ways associated with each site). Lessee also agrees to seal all slush pits prior to operations and to remove the drilling mud at the end of operations. Lessee further agrees to remove all oil and/or other debris of every kind and character and restore the surface of the premises to as near the original condition and status as practical within ninety (90) days of the completion or abandonment of any well or dry hole or other operations. No well site, excluding roadways, shall be greater than five (5) acres. Lessee agrees to always remove the top soil first and to keep it separate when preparing the land for operations. When restoring the land the top soil will be spread over the reclaimed site as the last measure. The term "original condition" as used herein, means the restoration, as nearly as possible, to original contour, depth of top soil, and compactness.

39. That the Lessee shall have no rights to any fresh water from Lessor's wells, tanks, ponds or streams. Instead Lessee may drill water well for its supply of water pursuant to operations on the leased land. Lessee shall consult with the Lessor regarding the location of such water well(s) and the water well(s) with all it casing shall revert free of charge to the Lessor upon the cessation of use of said water well(s) by Lessee. Such usage from the water well shall be limited to usage on the leased premises and shall not interfere with Lessor's domestic or agricultural supply of water, and in no event shall any fresh water from said well be used in waterflood or in any tertiary recovery operations.

40. There shall be no hunting or fishing allowed on the leased premises, nor shall any firearms be brought on the leased premises by the Lessee or its assigns, or by any employee, agent, contractor or representative of the Lessee or Lessee's assigns without prior written consent of the Lessor.

41. Notwithstanding anything to the contrary contained herein, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal lignite, or any hard minerals or substances of any type which shall be produced from the leased premises separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

SIGNED FOR IDENTIFICATION:



Doc 20100247 Bk OR Vol 1095 Ps 607

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

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**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **15th** day of **December, 2010**, between, **Connie Sue Bell, as her sole and separate property, as Lessor(s) whose collective mailing address is: 14863 22<sup>nd</sup> Road N., Lorahatchee, FL 33470 and EnCana Oil & Gas (USA) Inc., AS Lessee, 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**0.317 acres, more or less, being situated in the William Nichols Survey, A-294, Robertson County, Texas described Administrator's Deed, dated September 2, 2004, Floyd C. Stephens, Jr., Administrator of the Estate of Floyd C. Stephens, Sr., deceased, to Connie Sue Bell, and recorded in Volume 877, Page 66 of the Official Public Records of Robertson County, Texas and being further described below:**

**Tract 1: 0.155 acres, more or less, consisting of Lots 5 & 6, Block 2 of the town of Easterly, Robertson County, Texas.**

**Tract 2: 0.162 acres, more or less, consisting of Lot 12, Block 5 of the town of Easterly, Robertson County, Texas.**

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

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **1.000** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Connie Sue Bell  
Connie Sue Bell  
As her sole and separate property

STATE OF ~~TEXAS~~ Florida §

COUNTY OF Palm Beach §

This instrument was acknowledged before me on the 20th day of December, 2010 by **Connie Sue Bell as her sole and separate property.**



Bobbi Jo Franklin  
Notary Public

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED DECEMBER 15, 2010 BETWEEN CONNIE SUE BELL, as Lessor(s) and ENCANA OIL & GAS (USA) INC., as Lessee,

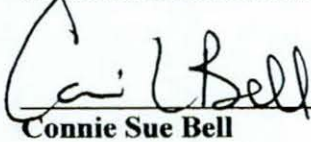
Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this lease so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three Hundred (\$300.00) Dollars flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

  
\_\_\_\_\_  
Connie Sue Bell

As her Sole and Separate property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20110483 Bk OR Vol 1126 Pg 429

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **7th** day of **December, 2010**, between, **Charles Ellison, dealing in his sole and separate property, as Lessor(s) whose collective mailing address is: P.O. Box 434, Franklin, Texas, 77856 and EnCana Oil & Gas (USA) Inc., AS Lessee, 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

**0.143 acres, more or less, out of the Wm. Nichols Survey A-294, Robertson County, Texas, being more fully described as LOTS 1 and 2, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas and being the same lands described in that certain Warranty Deed dated December 8, 1972, from The First National Bank of Franklin, Texas to J. Gammill, and recorded in Volume 279, Page 805, of the Deed Records of Robertson County, Texas.**

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **0.143** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas

well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### ADDITIONAL CLAUSE:

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)



**Charles Ellison**  
**Sole and Separate Property**

STATE OF TEXAS §

COUNTY OF Robertson §

This instrument was acknowledged before me on the 18 day of JANUARY, 2010 by **Charles Ellison, as his sole and separate property.**

  
Notary Public

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED DECEMBER 7, 2010 BY CHARLES ELLISON, as Lessor(s) and ENCANA OIL & GAS (USA) INC., AS Lessee,

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this lease so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three hundred (\$300.00) Dollars as a flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:



Charles Ellison

As his sole and separate property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

4128

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Dec 16, 2010 at 12:05P  
By: Carol Bancroft**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **5th** day of **November, 2010**, between, **Karen Ann Byrd Kilsby, dealing in her sole and separate property**, as Lessor(s) whose collective mailing address is: **3118 Timber Lark, Kingwood, Texas, 77339** and **EnCana Oil & Gas (USA) Inc., AS Lessee**, **14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

Doc            Bk            Vol            Pg  
20105418    OR            1122           605

**0.215 acres, more or less, out of the Wm. Nichols Survey A-294, Robertson County, Texas, being more fully described as LOTS 3, 4, and 5, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas and being the same lands described in that certain Warranty Deed dated August 3, 1949, from W.G. Richardson et ux to Andrew Franks et ux, and recorded in Volume 154, Page 475, of the Deed Records of Robertson County, Texas.**

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in the county of **ROBERTSON**, State of Texas, containing **0.215** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas

well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

*Karen Ann Byrd Kilsby*  
Karen Ann Byrd Kilsby  
Sole and Separate Property

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 12 day of November, 2010 by Karen Ann Byrd Kilsby, as her sole and separate property.

*Sherril Solis*  
Notary Public



Doc 20105418 Bk OR Vol 1122 Pg 607

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 5, 2010 BY KAREN ANN BYRD KILSBY as Lessor(s) and ENCANA OIL & GAS (USA) INC., AS Lessee,

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintains this lease in effects only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lese may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production form the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this leases so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for as additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three hundred (\$300.00) Dollars as a flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

*Karen Ann Byrd Kilsby*  
Karen Ann Byrd Kilsby  
As her sole and separate property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20105418 Bk OR Vol 1122 Pg 608

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **10th** day of **November, 2010**, between, **Wallace W. Byrd, dealing in his sole and separate property**, as Lessor(s) whose collective mailing address is: **731 Martin Lane, Missouri City, Texas, 77489** and **EnCana Oil & Gas (USA) Inc., AS Lessee**, **14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

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20105419    OR            1122        609

**0.215 acres, more or less, out of the Wm. Nichols Survey A-294, Robertson County, Texas, being more fully described as LOTS 3, 4, and 5, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas and being the same lands described in that certain Warranty Deed dated August 3, 1949, from W.G. Richardson et ux to Andrew Franks et ux, and recorded in Volume 154, Page 475, of the Deed Records of Robertson County, Texas.**

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **0.215** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas

well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

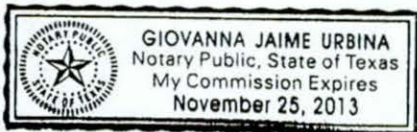
Wallace W. Byrd  
Wallace W. Byrd  
Sole and Separate Property

STATE OF TEXAS §

COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 15 day of November, 2010 by Wallace W. Byrd, as his sole and separate property.

Giovanna J. Urbina  
Notary Public



Doc 20105419 BK OR Vol 1122 Pg 611

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 10, 2010 BY Wallace W. BYRD as Lessor(s) and ENCANA OIL & GAS (USA) INC., AS Lessee,

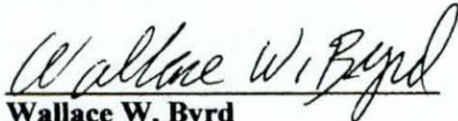
Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this lease so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for as additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three hundred (\$300.00) Dollars as a flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

  
Wallace W. Byrd  
As his sole and separate property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20105419 Bk OR Vol 1122 Pg 612

4/28

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Dec 16, 2010 at 12:05P  
By: Carol Bancroft**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **10th** day of **November, 2010**, between, **James R. Byrd, dealing in his sole and separate property**, as Lessor(s) whose collective mailing address is: **14811 Wildwood Trace, Magnolia, Texas, 77355** and **EnCana Oil & Gas (USA) Inc., AS Lessee, 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

**0.215 acres, more or less, out of the Wm. Nichols Survey A-294, Robertson County, Texas, being more fully described as LOTS 3, 4, and 5, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas and being the same lands described in that certain Warranty Deed dated August 3, 1949, from W.G. Richardson et ux to Andrew Franks et ux, and recorded in Volume 154, Page 475, of the Deed Records of Robertson County, Texas.**

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **0.215** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas

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well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

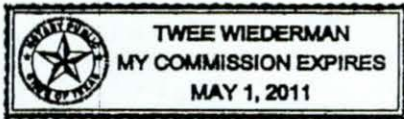
LESSOR (WHETHER ONE OR MORE)

James R Byrd  
James R. Byrd  
Sole and Separate Property

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15<sup>th</sup> day of NOVEMBER, 2010 by **James R. Byrd, as his sole and separate property.**



Twee Wiederman  
Notary Public

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 10, 2010 BY JAMES R. BYRD as Lessor(s) and ENCANA OIL & GAS (USA) INC., AS Lessee,

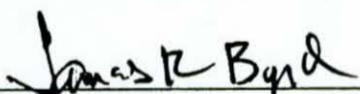
Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintains this lease in effects only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lese may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production form the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this leases so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for as additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three hundred (\$300.00) Dollars as a flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

  
James R. Byrd  
As his sole and separate property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20105417 Bk OR Vol 1122 Pg 604

5/32

Producers 88 (4-89) Paid Up Special  
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

Accepted for Filing in:  
Robertson County  
On: Jan 03, 2011 at 11:12A  
By: Carol Bancroft

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **10th** day of **November, 2010**, between, **Angela S. Byrd, dealing in her sole and separate property**, as Lessor(s) whose collective mailing address is: **1002 Oak Village, Humble, Texas, 77396** and **EnCana Oil & Gas (USA) Inc., AS Lessee**, **14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

**0.215 acres, more or less, out of the Wm. Nichols Survey A-294, Robertson County, Texas, being more fully described as LOTS 3, 4, and 5, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas and being the same lands described in that certain Warranty Deed dated August 3, 1949, from W.G. Richardson et ux to Andrew Franks et ux, and recorded in Volume 154, Page 475, of the Deed Records of Robertson County, Texas.**

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in the county of **ROBERTSON**, State of Texas, containing **0.215** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas

well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

#### **ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

*Angela S. Byrd*  
**Angela S. Byrd ANGELLA S. BYRD**  
**Sole and Separate Property**

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 9<sup>th</sup> day of DECEMBER, 2010 by **Angela S. Byrd, as her sole and separate property.**



*William N. Lewis Jr.*  
Notary Public

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED NOVEMBER 10, 2010 BY ANGELA S. BYRD as Lessor(s) and ENCANA OIL & GAS (USA) INC., AS Lessee,

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintains this lease in effects only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this leases so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for as additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three hundred (\$300.00) Dollars as a flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

Angella S. Byrd  
AB Angela S. Byrd ANGELLA S. BYRD  
As her sole and separate property

RECORDING PAGE



Return to:  
Triad Land Services, LLC  
PO Box 7668  
Tyler, TX 75711

Doc 20110023 Bk OR Vol 1123 Pg 662

4/28

**PAID UP OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the **7th** day of **December, 2010**, between, **Marie Stem, Individually and as sole beneficiary under the Last Will and Testament of Cecil Wilma P. Chapman, deceased, in Cause No. 6963 Robertson County, Texas and dealing in her sole and separate property, non-homestead property** as Lessor(s) whose collective mailing address is: **7780 Stem Road, Franklin, Texas, 77856 and EnCana Oil & Gas (USA) Inc., AS Lessee, 14001 N. Dallas Parkway, Suite 1000, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

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

**2.021 acres, more or less, out of the Wm. Nichols Survey A-294, Robertson County, Texas, being more fully described as:**

**TRACT ONE – 1.708 acres, more or less, consisting of all of LOTS 12, 13 and part of LOT 11, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas.**

**TRACT TWO – 0.313 acres, more or less, consisting of all of LOTS 6, 7, 8, 9 and part of LOT 10, BLOCK 1 as shown on the Map and Plat of the Town of Easterly, as recorded in Volume 41, Page 355, of the Deed Records of Robertson County, Texas.**

and being the same lands described in that certain Warranty Deed with Vendor's Lien dated **May 19, 2006**, from **Marie Stem, Individually and as sole beneficiary under the Last Will and Testament of Cecil Wilma P. Chapman, deceased, in Cause No. 6963 Robertson County, Texas and dealing in her sole and separate property, non-homestead property, Donald R. McCarver and wife, Michelle McCarver, and recorded in Volume 950, Page 242, of the Deed Records of Robertson County, Texas.**

Doc 20110491 Bk OR Vol 1126 Pg 458

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

in the county of **ROBERTSON**, State of Texas, containing **2.021** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of

more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

Doc 20110491 Bk OR Vol 1126 Ps 459

**ADDITIONAL CLAUSE:**

**14. At the end of the primary term of this lease, all acreage not then included in a unit(s) will expire unless: A.) Lessee is currently engaged in actual drilling operations upon said land, or Lessee is drilling upon acreage that has been pooled with said land; or B.) Lessee commences operations for the drilling of a well within 180 days from the date a previous well has been completed either as a dry hole or as a producer. Lessee shall have the option to continue drilling on said land or acreage pooled with said land thereafter, by not allowing more than 180 days to lapse between the completion and drilling of wells. At such time as**

more than 180 days lapse without additional drilling after the primary term has expired, all acreage not included in a producing unit will revert to the Lessor.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Marie Stem

**Marie Stem,  
Individually and as sole beneficiary under the Last Will and Testament of Cecil Wilma P. Chapman, deceased, in Cause No. 6963 Robertson County, Texas and dealing in her sole and separate property, non-homestead property**

STATE OF TEXAS §

.....  
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.....  
COUNTY OF ROBERTSON §

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.....  
.....  
This instrument was acknowledged before me on the 30<sup>th</sup> day of DECEMBER, 2010 by **Marie Stem, Individually and as sole beneficiary under the Last Will and Testament of Cecil Wilma P. Chapman, deceased, in Cause No. 6963 Robertson County, Texas and dealing in her sole and separate property, non-homestead property**



[Signature]  
Notary Public

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED DECEMBER 7, 2010 BY MARIE STEM, Individually and as sole beneficiary under the Last Will and Testament of Cecil Wilma P. Chapman, deceased, in Cause No. 6963 Robertson County, Texas and dealing in her sole and separate property, non-homestead property, as Lessor(s) and ENCANA OIL & GAS (USA) INC., AS Lessee,

Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.

15. This lease covers oil, gas and associated hydrocarbons only. All coal, lignite, iron, gravel, sand, clay or any other hard minerals, shall be reserved to the Lessor herein.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases so as to form a pooled unit or units, operations for drilling, or reworking operations on such unit or units or production of oil or gas from such units or units or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units; provided however, in the event of pooling or unitization limited to a certain stratum, strata, mineral or minerals, this lease, as to all strata and mineral underlying the area within the surface boundaries of such unit, shall likewise be maintained in effect by such unit operations, production or shut-in royalty payments. As to any portion or portions of the land described in this lease which do not underlie the area within the surface boundaries of a pooled unit or units, this lease may be maintained in effect in any manner provided elsewhere in this lease, including, but not limited to, operations upon or production from such portion or portions of land, or by payment of shut-in royalties or delay rentals payable only on the number of acres not within the surface boundaries of such unit or units.

17. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payment of delay rentals (if this lease so provides for delay rentals payments), Lessee shall have the exclusive right and options to renew and extend lease as to the lands then covered thereby and not in a pooled unit for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three hundred (\$300.00) Dollars as a flat fee. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGNED FOR IDENTIFICATION:

  
\_\_\_\_\_  
MARIE STEM,

Individually and as sole beneficiary under the Last Will and Testament of Cecil Wilma P. Chapman, deceased, in Cause No. 6963 Robertson County, Texas and dealing in her sole and separate property, non-homestead property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

Doc 20110491 Bk OR Vol 1126 Pg 461

## PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the **22nd** day of **October, 2010**, between, **Steven Oren Autrey and wife Dena Autrey, 8741 Pump Station Rd., Franklin, TX 77856** as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

**2.617 acres, more or less, a part of the William Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain Warranty Deed dated May 24, 2001 from Steven Oren Autrey and wife Dena Autrey to Glenna Juanell Cox, and recorded in Volume 781, Page 24 of the Official Public Records of Robertson County, Texas.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

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in the county of **Robertson**, State of Texas, containing **2.617** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well

with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

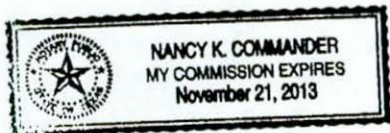
X Steven Oren Autrey  
Steven Oren Autrey

X Dena Autrey  
Dena Autrey

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the 3rd day of December, 2010 by Steven Oren Autrey and wife Dena Autrey.

Nancy K Commander  
Notary Public



Doc 20110022 Bk OR Vol 1123 Fs 655

**EXHIBIT "A"**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED OCTOBER 22, 2010 BY STEVEN OREN AUTREY, AND WIFE DENA AUTREY, LESSOR, AND ENCANA OIL & GAS (USA), INC., LESSEE.**

**Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.**

**14. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.**

**15. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.**

**16. At the expiration of the primary term of this lease, this lease shall terminate as to all depths below one hundred feet (100') below the stratigraphic equivalent of the deepest depth drilled by any well commenced on or before the expiration of the primary term on the leased premises or any lands pooled therewith.**

**17. The royalty as provided in this lease shall be one-fifth (1/5<sup>th</sup>). In all places where the word one-eighth appears in this lease the word one-fifth (1/5<sup>th</sup>) shall be substituted therefore.**

**SIGNED FOR IDENTIFICATION**

X Steven Oren Autrey X Dena Autrey  
Steven Oren Autrey Dena Autrey

**RECORDING PAGE**

**Return to:**  
**Triad Land Services, LLC**  
**PO Box 7668**  
**Tyler, TX 75711**

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## PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the **22nd** day of **October**, 2010, between, **Norman McClure, dealing in his separate property, 7608 CR 107, Iola, TX 77861** as Lessor (whether one or more), and **EnCana Oil & Gas (USA) Inc., 14001 N. Dallas Parkway, Suite 1100, Dallas, Texas 75240** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

**6.008 acres, more or less, a part of the William Nichols Survey, A-294, Robertson County, Texas, and being the same land described in that certain General Warranty Deed dated February 1, 2000 from Gertrude McClure, a widow to Norman McClure and wife Linda McClure, and recorded in Volume 748, Page 331 of the Official Public Records of Robertson County, Texas.**

**FOR ADDITIONAL PROVISIONS TO THIS LEASE, PLEASE SEE EXHIBIT "A" ATTACHED TO AND MADE A PART OF FOR ALL PURPOSES.**

in the county of **Robertson**, State of Texas, containing **6.008** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **Three (3)** year from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **one-fifth (1/5)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **one-fifth (1/5)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **DIRECT TO LESSOR AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel, and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard

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lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production of which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessors consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

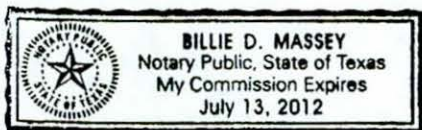
*Norman McClure*  
Norman McClure, dealing in his separate property

STATE OF TEXAS  
COUNTY OF

Doc 20104906 Ek OR Vol 1120 Pg 247

This instrument was acknowledged before me on the 25 day of October, 2010 by Norman McClure, dealing in his separate property.

*Billie D. Massey*  
Notary Public



**EXHIBIT "A"**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE, DATED OCTOBER 22, 2010 BY NORMAN MC CLURE, DEALING IN HIS SEPARATE PROPERTY, LESSOR, AND ENCANA OIL & GAS (USA), INC., LESSEE.**

**Notwithstanding anything contained in this lease to the contrary, the following provisions shall prevail over any other.**

14. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.

15. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.

16. The royalty as provided in this lease shall be one-fifth (1/5<sup>th</sup>). In all places where the word one-eighth appears in this lease the word one-fifth (1/5<sup>th</sup>) shall be substituted therefore.

**SIGNED FOR IDENTIFICATION**

x Norman McClure  
Norman McClure, dealing in his separate property

Return to:  
Triad Land Services  
P.O. Box 7668, Tyler, TX 75711

8,

File No. MF 112746

Leases

Date Filed: 5/9/11

Jerry E. Patterson, Commissioner

By [Signature]

2 311

TRIAD LAND SERVICES, LLC / LEASE BONUS ACCOUNT

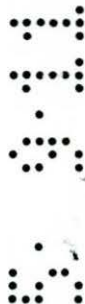
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4/20/2011

The State of Texas  
2050 - Lease Bonus Payable

10-1119

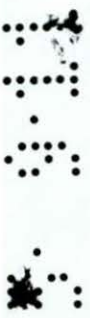
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Triad - Lease Bonus A 10-1119

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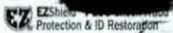
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JHL Land Services, LP  
Jim and Carla Little  
605 Zelwood  
Tyler, TX 75701

11710128

1307



Date 5/14/11

Pay to the Order of Commissioner Texas General Land Office \$ 100.00/12

One hundred and 00/100 Dollars



CAPITAL ONE BANK  
7601 SOUTH BROADWAY  
TYLER, TX 75703

for Processing fee - Highway lease



1307

9.

File No. MF 112746

Bonus fee

Date Filed: 5/9/11

Jerry E. Patterson, Commissioner

By [Signature]



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 1, 2011

Jim Little  
Triad Land Services, LLC  
PO Box 7668  
Tyler, TX 75711-7668

Re: State Lease No. MF 112746 Highway ROW Lease covering 19.277 ac, Robertson Co  
Part of State Highway 79

Dear Mr. Little:

We are prepared to have the Highway ROW lease approved at the June 7 School Land Board meeting. However, we do not have an Exhibit "A" (legal description of lands being leased) to attach to the lease.

I believe George Martin has discussed this Exhibit "A" with you. The legal description for this exhibit is apparently in your April 29 letter to the General Land Office (copy enclosed). Perhaps you could copy and paste this description from your soft copy of the letter to an Exhibit, scan it and e-mail it to us. You are welcome to e-mail it to my address which is below my signature on this letter.

Please use the State Lease No. 112746 when sending the Exhibit "A."

I believe you are aware of the new procedures for taking highway row leases from the State. The application and checksheet can be found on our website at [www.glo.texas.gov](http://www.glo.texas.gov). It is now the responsibility of the party taking the ROW lease to provide the General Land Office with an accurate exhibit in a form suitable to be attached to the lease.

We look forward to hearing from you very soon.

Yours truly,

Harriet Dunne, CPL  
Mineral Leasing, Energy Resources  
512-475-1579  
512-475-1543 (fax)  
[harriet.dunne@glo.texas.gov](mailto:harriet.dunne@glo.texas.gov)

xc: Jim Little, JHL Land Services, LP, 605 Zelwood, Tyler TX 75701

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](http://www.glo.state.tx.us)

10.

File No. MF 112746

J. E. Patterson

Date Filed: 6/1/11

Jerry E. Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 7th, 2011

Mr. Jim Little  
Triad Land Services, LLC  
Agent for EnCana Oil & Gas (USA), Inc.  
PO Box 7668  
Tyler, TX 75711-7668

**Dear Mr. Little,**

Re: State of Texas HROW Lease # MF 112746

Enclosed you will find an original executed Highway Right-of-Way lease in Robertson County.

**Please proof read the lease before filing of record and refer to this lease number with all correspondence.**

**Please have your client provide the GLO with a copy of the recorded Unit Designation for this lease.**

If you have any questions please feel free to contact my direct phone number, or email address listed below, or contact George Martin at his direct number (512) 475-1512.

Best regards,

Beverly Boyd  
Energy Resources  
Mineral Leasing  
512-463-6521  
beverly.boyd@glo.state.tx.us

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](http://www.glo.state.tx.us)

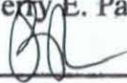
11.

File No. MF112746

210 letter

Date Filed: 6/7/11

Jerry E. Patterson, Commissioner

By 

March 6, 2013

Mr. Daryl Morgan  
P.O. Box 12873  
Austin, TX, 78711

Re: 19.277 acres of land in Robertson County, Texas

Dear Mr. Morgan:

M-112746

Per our phone conversation of March 5, 2013 please find enclosed the Amendment to the Oil and Gas Lease dated, June 7<sup>th</sup>, 2011, filed of record in Volume 1139, Page 175 in the Deed Records of Robertson County, Texas.

Please review the Amendment carefully. Upon approval of said Amendment, please follow the steps outlined below for proper execution of the document.

1. In the presence of a Notary Public acknowledging your signature, sign your name in blue ink where indicated on the Amendment.
2. In the envelope provided, please return the original, notarized Amendment to Randy Higgs, 105 Woodhaven, Whitehouse, Texas 75791.
3. Retain the copy for your files.
4. Please note that Triad Land Services, LLC, is obtaining the Amendment on behalf of EnCana Oil & Gas (USA), Inc.

Should you have any questions or comments, please contact me at the number indicated below. Thank you for your cooperation and prompt attention in this matter.

Sincerely,

Randy Higgs  
(903) 530-9385  
Rhiggs76@aol.com

Called Randy 3/13/13  
and informed him we  
can not amend pooling  
authority in HROW Leases.

AM

**AMENDMENT OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS                    )(

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF ROBERTSON        )(

This Amendment of Oil, Gas and Mineral Lease (this "Amendment") is by and between The Commissioner of the General Land Office of the State of Texas ("Lessor"), and Encana Oil & Gas (USA) Inc. ("Lessee").

**BACKGROUND**

1. On the 7th day of June, 2011, The Commissioner of the General Land Office of the State of Texas, executed an Oil, Gas and Mineral Lease in favor of EnCana Oil & Gas (USA), Inc., dated the 7th day of June, 2011 and recorded in Volume 1139, Page 175 of the Official Public Records of Robertson County, Texas (the "Lease").
2. Lessee is the current owner of the leasehold interest in the Lease.
3. It is the desire of Lessor and Lessee to amend the Lease as hereinafter provided, in order to facilitate the drilling of horizontal wells, and in some instances Cross Unit Wells as defined herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants contained herein, Lessor and Lessee hereby amend the Lease as follows:

That paragraph 4 of the Lease is hereby deleted and replaced with the following:

- (A) Lessee, at its option, is hereby given the right and power to pool or combine the leased premises, or any portion thereof, as to oil and gas, or either of them, with any other land covered by this lease, or with any other contiguous land, lease or leases to the extent stipulated herein.
  - (i) Units pooled for oil hereunder may include any amount of acreage up to, but not exceeding:
    - (a) 80 acres for each oil well that is not a Horizontal Drainhole Well as defined by Railroad Commission of Texas Statewide Rule 86(4) (a "Horizontal Drainhole Well"); or
    - (b) if the oil well is a Horizontal Drainhole Well, 640 acres plus a maximum acreage tolerance of 10%.
  - (ii) Units pooled for gas hereunder may include any amount of acreage up to, but not exceeding:
    - (a) 640 acres, plus a maximum acreage tolerance of 10%, around each gas well that is not a Horizontal Drainhole Well; or
    - (b) if the gas well is a Horizontal Drainhole Well, 640 acres plus a maximum acreage tolerance of 10%.
  - (iii) In any case, an area larger (but not smaller) than those described in (i) or (ii) above, shall conform to the well spacing or density pattern of the Railroad Commission of Texas under the Statewide or Special Field Rules applicable to the reservoir or field interval in question. The terms "oil well" and "gas well" mean the well classification given to the applicable well by the Railroad Commission of Texas.
- (B) Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the units into which the lease is pooled in any other stratum or strata and oil units need not conform to gas units. The pooling in one or more instances shall not exhaust the rights of the lessee to pool this lease or portions thereof into other units, and pooling for a vertical well does not preclude separate pooling for Horizontal Drainhole Wells. A unit formed containing more than one stratum may be modified at any time to exclude one or more strata, so long as there is no production of unitized substances from such excluded stratum or strata at the time of such modification.

- (C) Lessee shall file for record in the appropriate records of the county in which the leased premises are located an instrument describing and designating the pooled unit and upon such recordation the unit will be effective as to all parties hereto, their heirs successors and assigns irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit.
- (D) Lessee may at its discretion exercise its pooling option before or after commencing operations or completing an oil or gas well on the leased premises and the pooled unit may include but it is not required to include land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. A pooled unit established hereunder shall be effective for all purposes even though there may be mineral, royalty or leasehold interests in the lands included in the unit which are not effectively pooled or unitized.
- (E) If any pooled unit formed hereunder contains less than the maximum number of acres specified above, Lessee may, at any time, whether before or after production is obtained, enlarge the pooled unit by adding additional acreage, but the enlarged unit shall in no event exceed the applicable size set forth above. If an existing unit is enlarged or otherwise amended, the amendment will be effective on the first day of the first month following its recordation in the applicable county, unless the amendment states a different effective date.
- (F) For purposes of maintaining this lease in force and effect, operations or production anywhere on a pooled unit or units including any part of the leased premises shall be considered to be operations or production on this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. There shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit.
- (G) By filing of record in the applicable county a declaration of termination, Lessee may terminate any pooled unit created hereunder at any time, so long as at such time there is no production in paying quantities from such pooled unit.
- (H) If this lease now or hereafter covers separate tracts, no pooling of royalty interest as between any separate tracts is intended or shall be implied merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided herein with consequent allocation of production as provided above. The term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that of any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.
- (I) In addition to the creation of pooled units as provided for in this provision, Lessee may, at its option, drill Cross Unit Wells.
- (J) For the purpose of computing the royalty to which owners of royalties and payments out of production are entitled on production of oil or gas from a Cross Unit Well, there shall be allocated to each pooled unit containing Take Points in a Cross Unit Well a pro rata portion of the production from the Cross Unit Well multiplied by a fraction, the numerator of which is the Productive Drainhole Length in the applicable pooled unit and the denominator of which is the total Productive Drainhole Length in the Cross Unit Well. The portion of the production from a Cross Unit Well allocated to a pooled unit, as provided above containing this lease shall be further allocated to the owners of royalties and payments out of production under this lease as provided for in paragraph F hereof. Operations on or production from a Cross Unit Well shall be deemed to be operations on or production on this lease.
- (K) Certain Defined Terms:
- (i) "Cross Unit Well" means a Horizontal Drainhole Well with Take Points in: (x) two or more pooled units, or (y) a pooled unit and one or more leases not included in such pooled unit.
  - (ii) "Take Point" means any point along a horizontal wellbore where oil or gas can be produced in the wellbore from the reservoir or field interval in question.
  - (iii) "Productive Drainhole Length" means the horizontal length of the wellbore path that begins at the first Take Point and runs along the actually surveyed path of the wellbore to the last Take Point. This length will be determined by an "as drilled" survey performed after the cross-unit well is drilled and completed. "

In all other respects, the Lease and the provisions thereof shall remain in full force and effect as originally written or previously amended; provided, however, that if any other provision of this Lease is inconsistent with the provisions of this Amendment, such inconsistent provisions will be deemed to be amended to the extent necessary to carry out the purpose of this Amendment. Lessor does hereby adopt, ratify and confirm this Lease, and any prior amendments thereto.

IN WITNESS WHEREOF, this instrument is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**LESSOR**

By: \_\_\_\_\_  
JERRY E. PATTERSON  
COMMISSIONER GENERAL LAND OFFICE

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Jerry E. Patterson, Commissioner General Land Office

\_\_\_\_\_  
Notary Public in and for the State of Texas

**LESSEE**

**ENCANA OIL & GAS (USA) INC.**

By: \_\_\_\_\_  
Mark A. Virant, Attorney-in-Fact  
Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Mark A. Virant, Attorney-in-Fact for Encana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(12)

File No. M-112746  
Ltr. From Tria

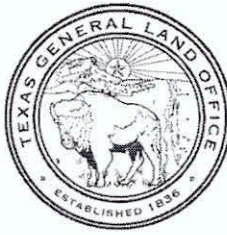
Date Filed: 3/11/13

Jerry E. Patterson, Commissioner

By [Signature]

2013

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 16, 2014

Ashley Bruman  
Covey Park Energy  
8401 N. Central Expressway, Suite 700  
Dallas, Texas 75252

RE: GLO Assignment ID # 9133

Dear Bruman,

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 April 1, 2014 from Encana Oil & Gas (USA) inc., as assignor, to Covey Park Operating LLC, as assignee. As filed for record in Robertson County, in volume 1238, page 420.

Please see attached "Exhibit A" for reference. Filing fees of \$25.00 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](http://glo.texas.gov)

---

## *Exhibit "A"*

*GLO ID*

*County*

*Lease*

---

9133     *Robertson*

MF112746

*Tuesday, September 16, 2014*

Robertson

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

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Accepted for Filing in: Robertson County On: Jun 27, 2014 at 01:55P By: Sarah Tepera

This Assignment, Bill of Sale and Conveyance ("Assignment"), effective as of April 1, 2014, at 7:00 a.m. Mountain Time ("Effective Time"), is by and between Encana Oil & Gas (USA) Inc., a Delaware corporation ("Assignor"), whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202, and Covey Park Operating LLC, a Delaware limited liability company ("Assignee"), whose address is 8401 North Central Expressway, Suite 700, Dallas, Texas 75225. Assignor and Assignee are, collectively, the "Parties," and, individually, a "Party."

Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of April 28, 2014 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to grant, bargain, sell, assign, convey, transfer, and deliver to Assignee, and Assignee has agreed to purchase, accept, and assume from Assignor, the Assets.

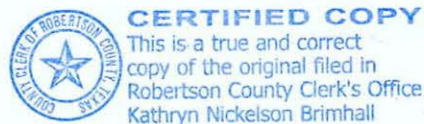
For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which the Assignee acknowledges, Assignor GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, and DELIVERS unto Assignee Assignor's right, title, and interest in and to the following other than Assignor's right, title and interest attributable to the leasehold estates described on Exhibit D (collectively, the "Assets"):

1. All of Assignor's right, title, and interest in and to the leasehold estates created by the oil, gas, and/or mineral leases described in Exhibit A attached hereto (collectively, the "Leases") and the oil, gas, gas liquids, casinghead gas, condensate, sulfur, products, other liquid or gaseous hydrocarbons and all other minerals of any type or chemical contribution ("Hydrocarbons") attributable to or produced from the Leases and the lands covered thereby or the lands pooled, unitized, or communitized therewith (the "Lands") and all other right, title and interest of Assignor in and to the Leases, Hydrocarbons, and Lands;

2. (a) The oil, gas, water, or injection wells located on the Leases and Lands whether producing, operating, plugged, permanently abandoned, shut-in or temporarily abandoned, including the wells described in Exhibit B-1 (collectively, the "Wells" together with the Leases, Lands, Hydrocarbons and the Related Interests, the "Properties"), (b) the fixtures, improvements, permits, rights-of-way, easements, and other rights to use the surface (including those rights-of-way, surface use agreements, and easements described in Exhibit B-2) primarily used or held for use in connection with the ownership and/or operation of the properties and interests described in Paragraphs 1 through 8 hereof; and (c) the tangible personal property, equipment, and facilities primarily associated with or used or held for use in connection with the ownership or operation of the properties and interests described in Paragraphs 1 through 8 hereof or the production, gathering, treatment, handling, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced therefrom, in each case whether owned or leased, including SCADA equipment, flow lines, compression facilities and all equipment installed, or in the process of being installed, on the Properties as of the Effective Time including, in each case, the

Doc 20142074 Bk OR Vol 1238 Pg 420

HOU:3438246.7



tangible personal property, equipment, and facilities listed on Exhibit B-4 to the Purchase Agreement;

3. Without limitation of the foregoing, any oil and gas interests of Seller, whether legal, equitable, vested or contingent, that pertain or are appurtenant to the Leases, Lands, Hydrocarbons or Wells (the "**Related Interests**"), but excluding the Excluded Assets and any like interests that pertain or are appurtenant thereto;

4. The unitization, pooling and communitization agreements, declarations and orders, and the units created thereby and all other such agreements relating to the properties and interests described in Paragraphs 1 through 8 hereof and to the production of Hydrocarbons, if any, attributable to said properties or interests;

5. All existing and effective contracts, agreements and instruments, including area of mutual interest agreements, exchange agreements, transportation agreements, surface agreements, licenses, gathering and processing contracts, operating agreements, facilities agreements, balancing agreements, farmin and farmout agreements, service agreements, and other contracts, agreements and instruments, insofar as they relate to the properties and interests described in Paragraphs 1 through 8 hereof (other than contracts that are Excluded Assets, the "**Contracts**");

6. To the extent transferable using Assignor's commercially reasonable efforts, such commercially reasonable efforts shall not include payment of additional consideration by Assignor, all seismic records, gravity maps, gravity meter surveys, seismic surveys, well logs, cores, cuttings and other similar geological or geophysical surveys or data covering any portion of the Contract Area, including any processed or reprocessed data, but excluding any interpretations or analysis of data;

7. All trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time;

8. Subject to Section 13.2 of the Purchase Agreement, the files, records and data maintained by Assignor or which Assignor has the right to receive copies of and, in each case, relating to the interests described in Paragraphs 1 through 9 hereof (including all lease files, land files, well files, drilling reports, files relating to the Contracts, division order files, abstracts and title opinions and copies of applicable accounting records) but only to the extent not subject to legal privilege (other than title opinions covering the Properties and other title materials directly pertaining to the Assets) or un-Affiliated third-Person contractual restrictions on disclosure or transfer and only to the extent related to the Assets (subject to such exclusions, the "**Records**"); and

9. All rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) (i) arising on or after the Effective Time to the extent such rights, claims, and causes of action relate to any of the Assets, or (ii) arising or relating to any of the Assumed Liabilities.

**EXCLUDING AND RESERVING** unto the Assignor, however, the following "**Excluded Assets**," all of which are excluded from this Assignment and retained by Assignor:

HOU:3438246.7

Doc 2                      Bk                      Vol                      Pg  
20142074                      OR                      1238                      421



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(a) An undivided one-half (50%) interest in Assignor's right, title and interest in and to the leasehold estates created by the Leases INsofar AND ONLY INsofar as the Leases cover depths under the Lands within the interval known as the "*East Texas Shale Formation*" which shall mean, and is limited to, the depths within the interval with a stratigraphic equivalent of those sands, zones, and horizons that are bounded by the top of the Mid Bossier shale, as found and defined on ELOGS in the Hoyt-Powell Gas Unit #1 at 15,430' measured depth, and bounded by the base of the Haynesville Shale as found and defined on ELOGS in the Hoyt-Powell Gas Unit #1 at 16,940' measured depth, and the Hydrocarbons attributable to or produced from such interests in the Leases and the Lands from or attributable to the East Texas Shale Formation;

(b) The wellbores, the rights to produce Hydrocarbons therefrom, and associated tubulars and downhole equipment, if any, comprising the wells listed on **Exhibit B-3** to this Assignment, together with (i) the leasehold estates created by the Leases INsofar, AND ONLY INsofar, AS THEY PERTAIN TO THE WELLBORES OF SUCH WELLS and the Hydrocarbons INsofar, AND ONLY INsofar, AS ATTRIBUTABLE TO OR PRODUCED FROM THE WELLBORES OF SUCH WELLS and (ii) the right to recomplete, sidetrack, rework, stimulate, or deepen such Wells and any rights in the Leases necessary to conduct such operations with respect to such Wells, whether from an original producing formation or strata for any such Well or from a different formation or strata, in an effort to establish or re-establish production, whether from an original producing formation or from a different formation, and all rights to Hydrocarbons produced from such Wells as a result of or after such an operation;

(c) All rights, claims, and causes of action (including warranty and similar claims, indemnity claims, claims for adjustments and refunds and defenses) whether arising before, on, or after the Effective Time to the extent, and limited to the time periods for which such rights, claims, and causes of action relate to any of the Retained Liabilities, the Seller Taxes, or any of Assignor's indemnity obligations under the Purchase Agreement;

(d) Any trade credits, accounts, accounts receivable, and other proceeds, income, or revenue accruing before the Effective Time and attributable to the Assets with respect to periods of time prior to the Effective Time (including with respect to all Hydrocarbons from or attributable to the Assets in storage or existing in pipelines, plants and tanks (including inventory) and upstream of the pipeline connection or upstream of the sales meter as of the Effective Time);

(e) Any documents related to the process of selling the Assets;

(f) All corporate, financial, tax and legal records of Assignor to the extent not primarily relating to any Asset;

(g) Subject to Section 4.5 of the Purchase Agreement, any contracts of insurance or, to the extent not relating to matters for which Assignee assumes responsibility under Section 14.1 of the Purchase Agreement, indemnity, bond, or insurance or condemnation proceeds or awards arising from acts, omissions, or events, or damage to or destruction of property;

(h) All Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, and all proceeds attributable thereto;

HOU:3438246.7

Doc 20142074 Bk OR Vol 1238 Pg 422



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(i) All claims for refunds of, or loss carry forwards with respect to Seller Taxes or taxes otherwise attributable to the assets, properties, or interests described elsewhere in this Excluded Asset definition;

(j) All documents and instruments of Assignor (or any Assignor Affiliate) that are (1) subject to legal privilege (such as the attorney-client privilege or work product doctrine) (other than title opinions covering the Properties and other title materials directly pertaining to the Assets) or un-Affiliated third-Person contractual restrictions on disclosure or transfer, (2) interpretative or subjective data, (3) personnel information to the extent not related to employees hired by Assignee on or before Closing, (4) Income Tax information, and (5) records relating to the sale of the Assets, including lists of prospective purchasers, bids, proposals, and information relating to litigation and claims retained by Assignor or any of its Affiliates under the Purchase Agreement received from, and records of negotiations and correspondence between Assignor, any of its Affiliates, or respective Representatives and third Persons, and analyses, economic or otherwise, associated therewith;

(k) Those assets and properties described on Schedule 1.3(i) of the Purchase Agreement;

(l) Any contracts or agreements that are master service agreements of Assignor, contracts for the drilling of wells, Debt Instruments, or Hedge Contracts;

(m) Any computer software or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), and SCADA radio frequencies;

(n) Any audit rights arising under any Contract or otherwise with respect to any period prior to the Effective Time other than to the extent that such audit rights relate to matters for which Assignee has assumed liability pursuant to Section 14.1 of the Purchase Agreement;

(o) Any office or office leases except for the Field Office at Ridge, Texas;

(p) Any personal property located on the Lands that is not primarily used in connection with any Asset;

(q) Any right to operatorship under any applicable joint operating agreement included in the Contracts;

(r) Each contract listed on Exhibit C, each master service agreement, and each contract for the drilling of wells; and

(s) Any asset or interest of Assignor or any of its Affiliates not included in the Assets, including any contract to the extent that such contract is not a Contract.

**TO HAVE AND TO HOLD** the Assets unto Assignee, its successors and assigns, forever, subject to, however, all the following terms and conditions:

HOU:3438246.7

Doc# 20142074 Bk OR Vol 1238 Pg 423



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a. Special Warranty of Title. SUBJECT TO (1) THE TERMS OF THE PURCHASE AGREEMENT, (2) SUBJECT TO ANY RESERVATIONS, LIMITATIONS OR DEPTH RESTRICTIONS DESCRIBED IN EXHIBIT A, EXHIBIT B-1 OR THE DEPTH LIMITATION REPORT, AS APPLICABLE, AND (3) THE PERMITTED ENCUMBRANCES, ASSIGNOR WARRANTS AND WILL FOREVER DEFEND TITLE TO THE ASSETS UNTO ASSIGNEE ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH, OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

b. Subrogation. To the extent permitted by Law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Assets including rights, claims and causes of action on title warranties given by Assignor's predecessors. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties including rights, claims and causes of action on title warranties given by Assignor's predecessors, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

c. Disclaimers.

i. EXCEPT FOR ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE VI OF THE PURCHASE AGREEMENT, ASSIGNOR'S SPECIAL WARRANTY OF TITLE HEREUNDER, AND ANY OF THE TRANSACTION DOCUMENTS, THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE AND RELEASE ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND ASSIGNEE ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE" AND SUBJECT TO THE FOREGOING EXCEPTIONS, ALL DESCRIPTIONS OF THE WELLS (EXCEPT FOR (I) PROVISIONS IN ARTICLE IV OF THE PURCHASE AGREEMENT RELATING TO DEFENSIBLE TITLE OR TITLE DEFECTS OR (II) DESCRIPTIONS IN EXHIBIT B-1 OF THE PURCHASE AGREEMENT FOR PURPOSES ASSIGNOR'S SPECIAL WARRANTY OF TITLE HEREUNDER), EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEE'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.

ii. EXCEPT FOR ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE VI OF THE PURCHASE AGREEMENT, ASSIGNOR'S SPECIAL WARRANTY OF TITLE HEREUNDER, AND ANY OF THE TRANSACTION DOCUMENTS, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND

HOU:3438246.7

Doc5 Bk Vol Pg  
20142074 OR 1238 424



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NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (1) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY OF THE RECORDS OR OTHER INFORMATION FURNISHED WITH RESPECT TO THE PURCHASE; (2) THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE ASSETS BASED THEREON; (3) THE CONDITION OR STATE OF REPAIR OF ANY OF THE ASSETS; (4) THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (5) REGULATORY MATTERS; (6) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS; (7) THE ENVIRONMENTAL CONDITION OF THE ASSETS; (8) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (9) THE TAX ATTRIBUTES OF ANY ASSET. EXCEPT AS TO ANY SCHEDULE OR EXHIBIT TO THE PURCHASE AGREEMENT, THIS ASSIGNMENT OR TO THE TRANSACTION DOCUMENTS, ANY DATA, INFORMATION OR OTHER RECORDS FURNISHED BY ASSIGNOR ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ASSIGNEE'S RELIANCE ON OR USE OF THE SAME IS AT ASSIGNEE'S SOLE RISK.

iii. THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES ASSIGNEE AND ASSIGNOR ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE ASSETS, IT BEING ACKNOWLEDGED, AGREED AND EXPRESSLY UNDERSTOOD THAT ALL RESERVE, PRICE AND VALUE ESTIMATES UPON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL AND INDEPENDENT EVALUATION OF ASSIGNEE. ASSIGNEE ALSO STIPULATES, ACKNOWLEDGES AND AGREES THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE OIL AND/OR GAS VOLUMES, FUTURE FINDING COSTS AND FUTURE OIL AND/ GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.

iv. EXCEPT FOR ASSIGNOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 6.2(G) OF THE PURCHASE AGREEMENT AND THE TRANSACTION DOCUMENTS, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND SUBJECT TO THE FOREGOING EXCEPTIONS, NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S LIMITED RIGHTS UNDER ARTICLE V OF THE PURCHASE AGREEMENT, AND THE REPRESENTATIONS AND WARRANTIES PROVIDED IN SECTION 6.2(G) OF THE PURCHASE AGREEMENT (AND ASSIGNEE'S RIGHTS TO INDEMNIFICATION UNDER ARTICLE XIV OF THE PURCHASE AGREEMENT WITH RESPECT THERETO), ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS

Doc                      Bk                      Vol                      Pg  
20142074 OR                      1238                      425

HOU:3438246.7



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MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

v. **THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW.**

d. Entire Agreement; Purchase Agreement. This Assignment supersedes all other prior written or oral agreements, except the Purchase Agreement, which is incorporated herein and which this Assignment is made subject to. If there is any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the Purchase Agreement shall control in all respects and shall not merge into the terms of this Assignment. There are no oral agreements between the Parties not set out in writing. Capitalized terms used in this Assignment that are not otherwise defined in this Assignment have the meaning given those terms in the Purchase Agreement.

e. Amendment and Waiver. This Assignment may be altered, amended, or waived only by a written agreement executed by the parties. No waiver of any provision of this Assignment shall be deemed or shall constitute a waiver of any other provision of this Assignment (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

f. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns, and all obligations shall be a covenant running with the land.

g. Government Forms. Separate governmental forms of assignment covering the Assets may be executed by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed in this Assignment.

h. Further Assurances. Subject to Section 13.4 of the Purchase Agreement, each Party, at the request of the other Party and without additional consideration, shall execute and deliver to the requesting Party all such further assignments, deeds, agreements, contracts, instruments and other documents as the requesting Party may reasonably request in order to perform, accomplish, perfect or record, if reasonably necessary, the assignment and conveyance to Assignee of the Assets acquired by Assignee hereunder as contemplated by this Assignment, to otherwise carry out the intention of this Assignment.

i. Governing Law. THIS ASSIGNMENT AND ANY ARBITRATION OR DISPUTE RESOLUTION CONDUCTED PURSUANT HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

Doc 20142074 OR Ek Vol 1238 Pg 426

HOU:3438246.7



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

k. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

[Signature page follows.]

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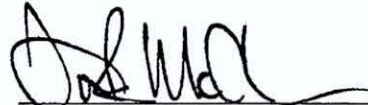


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Each Party has executed this Assignment as of the date of such Party's acknowledgment, but this Assignment shall be effective as of the Effective Time.

**ASSIGNOR**

ENCANA OIL & GAS (USA) INC.

By:   
Name: Don R. McClure  
Title: Vice-President

**ASSIGNEE**

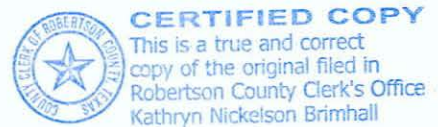
COVEY PARK OPERATING LLC

By:   
Name: John D. Jacobi  
Title: Co-Chief Executive Officer

Doc 20142074 Bk OR Vol 1238 Ps 428

HOU:3438246.7

Signature Page to Assignment, Bill of Sale and Conveyance

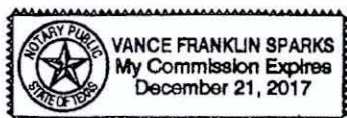


Acknowledgements

Acknowledgements

STATE OF TEXAS )  
 ) SS  
COUNTY OF COLLIN )

This instrument was acknowledged before me this 19<sup>th</sup> day of June, 2014, by Don R. McClure, as Vice President of Encana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation.



Vance F. Sparks  
Notary Public

My Commission Expires: 12-21-17

STATE OF TEXAS )  
 ) SS  
COUNTY OF COLLIN )

This instrument was acknowledged before me this 19<sup>th</sup> day of June, 2014, by John D. Jacobi, as Co-Chief Executive Officer of Covey Park Operating LLC, a Delaware limited liability company, on behalf of the limited liability company.



Jennifer R. Trimble  
Notary Public

My Commission Expires: Oct. 20, 2016

Doc 20142074 Ek OR Vol 1238 Pg 429

Exhibit A

Leases

See attached

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HOU:3438246.7

Exhibit A to Assignment, Bill of Sale and Conveyance



**CERTIFIED COPY**  
This is a true and correct  
copy of the original filed in  
Robertson County Clerk's Office  
Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LESSOR                       | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------|------------|------------------|------|------|----------|
| 811086.025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | OSCAR MICHAEL REICHERT       | ENCANA OIL & GAS (USA) INC | 09/15/2009 | ROBERTSON        | 1089 | 740  | 20095211 |
| 811086.026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MARGIE M STREATER            | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 765  | 20095218 |
| 811086.027                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MARIAN BRUNETTE ROMERE       | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 761  | 20095217 |
| 811086.028                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JUANITA GILES                | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 753  | 20095215 |
| 811086.029                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AMANDA BARKLEY               | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 741  | 20095212 |
| 811086.030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CHARLES W FRITSCHE SR        | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 745  | 20095213 |
| 811086.031                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JULIA GRIFFIN                | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 748  | 20095214 |
| 811086.032                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MICHAEL HIGGINBOTHAM         | ENCANA OIL & GAS (USA) INC | 09/14/2009 | ROBERTSON        | 1089 | 757  | 20095216 |
| 811086.033                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TINA BETH GOESCHL            | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 769  | 20095219 |
| 811086.034                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BARBARA A HANKS              | ENCANA OIL & GAS (USA) INC | 09/15/2009 | ROBERTSON        | 1089 | 737  | 20095208 |
| 811086.035                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | IAN VIKTOR BUCK              | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 773  | 20095220 |
| 811086.036                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | KATHYRN REICHERT POWELL      | ENCANA OIL & GAS (USA) INC | 09/15/2009 | ROBERTSON        | 1089 | 736  | 20095209 |
| 811086.037                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | J T MCBRIDE AND WIFE MELVA   | ENCANA OIL & GAS (USA) INC | 12/21/2007 | ROBERTSON        | 1017 | 170  | 20080061 |
| 811086.038                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TWYLA KINGSLEY ET AL TTEE    | ENCANA OIL & GAS (USA) INC | 01/21/2008 | ROBERTSON        | 1024 | 637  | 20081575 |
| 811086.039                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MERRY DODSON LASH            | ENCANA OIL & GAS (USA) INC | 09/21/2009 | ROBERTSON        | 1090 | 17   | 20095230 |
| 811086.040                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CHARLES DODSON               | ENCANA OIL & GAS (USA) INC | 09/21/2009 | ROBERTSON        | 1090 | 5    | 20095227 |
| 811086.041                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | LAURA DODSON STAFFORD        | ENCANA OIL & GAS (USA) INC | 09/15/2009 | ROBERTSON        | 1089 | 777  | 20095221 |
| 811086.042                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ANJANETTE MATHENY            | ENCANA OIL & GAS (USA) INC | 09/16/2009 | ROBERTSON        | 1090 | 1    | 20095226 |
| 811086.043                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JAMES S BRUNETT              | ENCANA OIL & GAS (USA) INC | 10/08/2009 | ROBERTSON        | 1090 | 9    | 20095228 |
| 811086.044                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | REISHA RUST                  | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 793  | 20095225 |
| 811086.045                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MARSHA BRUNETTE TOOLE        | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1089 | 788  | 20095224 |
| 811086.046                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MELANIE BRUNETTE             | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1090 | 13   | 20095229 |
| 811086.047                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ARVO QUINIAN BUCK            | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1090 | 720  | 20095362 |
| 811086.048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SAN SABA ROYALTY COMPANY     | ENCANA OIL & GAS (USA) INC | 10/05/2009 | ROBERTSON        | 1090 | 724  | 20095363 |
| 811086.049                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SHERYL A JOHNSON             | ENCANA OIL & GAS (USA) INC | 09/28/2009 | ROBERTSON        | 1090 | 716  | 20095361 |
| 811086.050                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TRIPLE CROWN ACQUISITIONS    | ENCANA OIL & GAS (USA) INC | 10/01/2009 | ROBERTSON        | 1092 | 5    | 20095580 |
| 811086.051                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PATRICIA KAY BUCK            | ENCANA OIL & GAS (USA) INC | 09/08/2009 | ROBERTSON        | 1099 | 523  | 20101015 |
| 811086.052                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | STEPHANIE B SHIRLEY          | ENCANA OIL & GAS (USA) INC | 03/02/2010 | ROBERTSON        | 1100 | 494  | 20101197 |
| 811086.053                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | W W HAWKINS                  | ENCANA OIL & GAS (USA) INC | 12/06/2009 | ROBERTSON        | 1100 | 521  | 20101206 |
| 811086.054                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NOLAN HIGGINBOTHAM           | ENCANA OIL & GAS (USA) INC | 03/02/2010 | ROBERTSON        | 1100 | 492  | 20101196 |
| 811086.055                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | THOMAS BURKHALTER            | ENCANA OIL & GAS (USA) INC | 03/02/2010 | ROBERTSON        | 1100 | 496  | 20101198 |
| 811086.056                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MICHAEL HIGGINBOTHAM         | ENCANA OIL & GAS (USA) INC | 03/02/2010 | ROBERTSON        | 1100 | 500  | 20101200 |
| 811086.058                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JON PAUL TUCKER              | ENCANA OIL & GAS (USA) INC | 03/16/2010 | ROBERTSON        | 1103 | 625  | 20101756 |
| 811086.059                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RHONDA HAWKINS MINATRA       | ENCANA OIL & GAS (USA) INC | 12/06/2009 | ROBERTSON        | 1096 | 417  | 20100405 |
| 811086.060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | EDDIE D EMBRA                | ENCANA OIL & GAS (USA) INC | 01/30/2008 | ROBERTSON        | 1024 | 808  | 20081565 |
| 811086.061                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CHARLES W FRITSCHE SR        | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1095 | 567  | 20100236 |
| 811086.062                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TRIPLE CROWN ACQUISITIONS    | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1095 | 410  | 20100403 |
| 811086.063                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ARVO QUINIAN BUCK            | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1095 | 591  | 20100244 |
| 811086.064                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | IAN VIKTOR BUCK              | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1095 | 588  | 20100243 |
| 811086.065                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SHERYL BRUNETTE JOHNSON      | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1095 | 565  | 20100242 |
| 811086.066                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TINA BETH GOESCHL            | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1095 | 582  | 20100241 |
| 811086.067                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MARSHA BRUNETTE TOOLE        | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1095 | 579  | 20100240 |
| 811086.068                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MARGIE M STREATER            | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1095 | 570  | 20100237 |
| 811086.069                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JULIA GRIFFIN                | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1095 | 573  | 20100238 |
| 811086.070                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MARIAN BRUNETTE ROMERE       | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1095 | 578  | 20100239 |
| 811086.072                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MELANIE BRUNETTE             | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1095 | 51   | 20100703 |
| 811086.073                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AMANDA BARKLEY               | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1098 | 42   | 20100700 |
| 811086.074                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JAMES S BRUNETTE             | ENCANA OIL & GAS (USA) INC | 11/02/2009 | ROBERTSON        | 1098 | 45   | 20100701 |
| 811086.075                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | REISHA RUST                  | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1098 | 793  | 20100914 |
| 811086.076                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SAN SABA ROYALTY COMPANY     | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1098 | 785  | 20100912 |
| 811086.077                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | OSCAR MICHAEL REICHERT       | ENCANA OIL & GAS (USA) INC | 02/10/2010 | ROBERTSON        | 1099 | 495  | 20101005 |
| 811086.078                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | KATHYRN L REICHERT POWELL    | ENCANA OIL & GAS (USA) INC | 02/08/2010 | ROBERTSON        | 1099 | 493  | 20101004 |
| 811086.079                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BARBARA A REICHERT HANKS     | ENCANA OIL & GAS (USA) INC | 02/08/2010 | ROBERTSON        | 1099 | 497  | 20101006 |
| 811086.080                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PATRICIA KAY BUCK            | ENCANA OIL & GAS (USA) INC | 12/02/2009 | ROBERTSON        | 1099 | 512  | 20101012 |
| 811086.081                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JUANITA GILES                | ENCANA OIL & GAS (USA) INC | 08/15/2010 | ROBERTSON        | 1113 | 472  | 20103869 |
| 811086.082                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ANJANETTE MATHENY            | ENCANA OIL & GAS (USA) INC | 08/17/2010 | ROBERTSON        | 1114 | 415  | 20103851 |
| 811086.083                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PEGGY RODGERS BRUNETTE       | ENCANA OIL & GAS (USA) INC | 08/31/2010 | ROBERTSON        | 1116 | 67   | 20104132 |
| 872570.001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | GENEVA H BARNES RAY          | ENCANA OIL & GAS (USA) INC | 06/07/2005 | ROBERTSON        | 909  | 341  | 20054521 |
| 872570.002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NATHAN L HIGGINBOTHAM        | ENCANA OIL & GAS (USA) INC | 06/07/2005 | ROBERTSON        | 909  | 338  | 20054520 |
| 872570.003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JOHN H HIGGINBOTHAM          | ENCANA OIL & GAS (USA) INC | 06/07/2005 | ROBERTSON        | 909  | 344  | 20054522 |
| 872570.004                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NELDA Y SMITH                | ENCANA OIL & GAS (USA) INC | 06/07/2005 | ROBERTSON        | 912  | 161  | 20055014 |
| 872627.006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SANDRA S T POWERS ET VIR     | ENCANA OIL & GAS (USA) INC | 09/01/2005 | LEON             | 1224 | 729  | 00324344 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN SANDRA S T POWERS ET VIR, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>28.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE E. DWIGHT SURVEY, A-222, IN LEON COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DATED MARCH 30, 1992 FROM GERALD R. CHANDLER AND WIFE, MAURINE ALLISON CHANDLER TO JERRY W. POWERS AND WIFE, SANDRA T. POWERS AND RECORDED IN VOLUME 816, PAGE 66 OF THE DEED RECORDS OF LEON COUNTY, TEXAS |                              |                            |            |                  |      |      |          |
| 872627.007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | WILLIE RAY TURNER, JR. ET UX | ENCANA OIL & GAS (USA) INC | 09/01/2005 | LEON             | 1224 | 738  | 00324345 |
| 872627.018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SANDRA S T POWERS ET VIR     | ENCANA OIL & GAS (USA) INC | 09/01/2005 | LEON             | 1241 | 341  | 00327878 |
| 872627.019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | WILLIE RAY TURNER, JR. ET UX | ENCANA OIL & GAS (USA) INC | 09/01/2005 | LEON             | 1241 | 349  | 00327879 |
| 872628.002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | KENNETH C MARTIN             | LEGENDS EXPLORATION LP     | 02/09/2004 | ROBERTSON        | 857  | 221  | 20040667 |
| 872628.004                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CHERYL MARTIN REDDEN         | LEOR ENERGY LP             | 03/12/2004 | ROBERTSON        | 873  | 543  | 20043573 |
| 872628.005                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | JAMES MELTON MARTIN JR       | LEOR ENERGY LP             | 03/12/2004 | ROBERTSON        | 873  | 545  | 20043574 |
| 872628.006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DONALD G MARTIN              | LEOR ENERGY LP             | 03/12/2004 | ROBERTSON        | 913  | 22   | 20055134 |
| 872682.065                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RAMSHORN INVESTMENTS INC     | ENCANA OIL & GAS (USA) INC | 08/10/2008 | LEON             | 1365 | 871  | 00356010 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN RAMSHORN INVESTMENTS INC, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>23.217 ACRES OF LAND, ML, PART OF THE LEROY BOULWARE SVY, A-126, LEON COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED FEBRUARY 13, 1980 FROM RICHARD A WINN AND WIFE MARY ANNE WINN TO THE VETERAN'S LAND BOARD OF TEXAS AND RECORDED IN VOLUME 476, PAGE 168 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                          |                              |                            |            |                  |      |      |          |



**CERTIFIED COPY**  
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EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA<br>LEASE NO | LESSOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | LESSEE                           | LEASE<br>DATE | RECORDING<br>COUNTY | BOOK | PAGE | ENTRY    |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------|---------------------|------|------|----------|
|                    | 23.217 ACRES OF LAND, ML, PART OF THE LEROY BOULWARE SVY, A-126, LEON COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED FEBRUARY 13, 1980 FROM RICHARD A WINN AND WIFE MARY ANNE WINN TO THE VETERAN'S LAND BOARD OF TEXAS AND RECORDED IN VOLUME 478, PAGE 138 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                          |                                  |               |                     |      |      |          |
|                    | 23.217 ACRES OF LAND, ML, PART OF THE LEROY BOULWARE SVY, A-126, LEON COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED FEBRUARY 13, 1980 FROM RICHARD A WINN AND WIFE MARY ANNE WINN TO THE VETERAN'S LAND BOARD OF TEXAS AND RECORDED IN VOLUME 478, PAGE 153 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                          |                                  |               |                     |      |      |          |
| 872682.069         | JAYNE WINN WAKEFIELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC       | 07/21/2008    | LEON                | 1370 | 338  | 00356968 |
| 872682.070         | JAY S WINN II                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC       | 07/21/2008    | LEON                | 1370 | 343  | 00356970 |
| 872682.079         | THELMA NEYLAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC       | 07/26/2013    | LEON                | 1674 | 142  | 00400575 |
| 872798.005         | BRUCE T BENNETT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SANTANA ENERGY INC               | 05/09/2005    | LEON                | 1213 | 386  | 00321948 |
| 874257.001         | KENNETH LEE DEZAVALA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LEOR ENERGY LP                   | 07/27/2004    | ROBERTSON           | 875  | 268  | 20043891 |
| 874257.002         | LYNN DEZAVALA WALLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LEOR ENERGY LP                   | 07/27/2004    | ROBERTSON           | 875  | 272  | 20043895 |
| 874261.001         | NANCY WATSON HARBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LEOR ENERGY LP                   | 02/12/2005    | ROBERTSON           | 892  | 444  | 20051061 |
| 874261.002         | KAREN MARASCO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LEOR ENERGY LP                   | 02/19/2005    | ROBERTSON           | 894  | 524  | 20051521 |
| 874261.003         | CHARLENE WATSON BURLESON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | LEOR ENERGY LP                   | 02/19/2005    | ROBERTSON           | 894  | 523  | 20051520 |
| 874261.004         | CHARLIE NICHOLS WATSON JR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LEOR ENERGY LP                   | 02/19/2005    | ROBERTSON           | 895  | 254  | 20051657 |
| 874261.005         | BILLY E WATSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LEOR ENERGY LP                   | 02/19/2005    | ROBERTSON           | 894  | 526  | 20051523 |
| 874261.007         | JOHN M DARDEN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LEOR ENERGY LP                   | 02/12/2005    | ROBERTSON           | 893  | 151  | 20051202 |
| 874261.008         | ROSANNE L O'HARA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC       | 04/03/2012    | ROBERTSON           | 1167 | 25   | 20122013 |
| 874261.009         | DENNIS O'HARA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC       | 04/27/2012    | ROBERTSON           | 1173 | 408  | 20123172 |
| 874261.010         | TRIPLE CROWN ACQUISITIONS LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC       | 05/29/2013    | ROBERTSON           | 1210 | 647  | 20133542 |
| 874344.000         | H.P. JR & RUTH M SCHULTZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC       | 08/20/2007    | ROBERTSON           | 1002 | 433  | 20075335 |
| 875623.004         | ARTHUR J. & CLARA L HAGGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC       | 05/25/2005    | LEON                | 1212 | 815  | 00321874 |
| 875640.000         | TERRY C MOORE ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC       | 08/22/2005    | LEON                | 1230 | 303  | 00325566 |
| 875669.033         | RACHEL PABST TARRANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC       | 07/19/2010    | LEON                | 1459 | 683  | 00377003 |
| 875669.034         | LOUISA PABST YOUNG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC       | 07/19/2010    | LEON                | 1460 | 48   | 00377089 |
| 875669.035         | MARY M HALL SCHRETTER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC       | 07/19/2010    | LEON                | 1460 | 584  | 00377237 |
| 875669.036         | MARY A PABST NANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC       | 07/19/2010    | LEON                | 1460 | 246  | 00377142 |
| 875669.037         | RICHARD K HALL III                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC       | 07/19/2010    | LEON                | 1458 | 289  | 00376626 |
| 875669.038         | DINA MARIE HALL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC       | 07/19/2010    | LEON                | 1458 | 283  | 00376624 |
| 875669.040         | JULIUS BERGFELD JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC       | 08/05/2010    | LEON                | 1459 | 29   | 00376816 |
| 875669.042         | CAROLINE CECILE BARR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC       | 08/06/2010    | LEON                | 1459 | 384  | 00376918 |
| 875669.043         | WILLIAM P BARKER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1459 | 380  | 00376917 |
| 875669.044         | JAMES BARKER JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1459 | 376  | 00376916 |
| 875669.045         | SUNNY ERNST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1459 | 183  | 00376860 |
| 875669.046         | ROBERT HUFF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1458 | 697  | 00376742 |
| 875669.047         | IDA RUTH PARKER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1460 | 135  | 00377108 |
| 875669.048         | CORNELIUS P POLLION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1460 | 386  | 00377181 |
| 875669.049         | THE ETHEL ADRIANCE POLLION MINERAL TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1459 | 111  | 00376841 |
| 875669.050         | REV TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1461 | 5    | 00377324 |
| 875669.051         | THE MARY Y PARKER RESIDUARY TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1460 | 131  | 00377107 |
| 875669.052         | SUSAN A POTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1460 | 393  | 00377183 |
| 875669.053         | GLORIA ANSELL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1462 | 924  | 00377833 |
| 875669.054         | TAYLOR FAMILY MINERAL TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1459 | 892  | 00377006 |
| 875669.055         | DAVID ADRIANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC       | 12/16/2010    | LEON                | 1459 | 409  | 00376925 |
| 875669.056         | NELL E WEBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC       | 09/20/2013    | LEON                | 1578 | 731  | 00401346 |
| 875678.000         | ALEC NEIL WATTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC       | 10/28/2005    | LEON                | 1233 | 849  | 00326313 |
| 875807.001         | REBECCA BELLOWES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC       | 08/16/2005    | LEON                | 1230 | 223  | 00325547 |
| 875807.002         | BENEDICT BORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC       | 08/16/2005    | LEON                | 1230 | 226  | 00325548 |
| 875807.003         | PANDA R FRANCIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC       | 08/16/2005    | LEON                | 1230 | 220  | 00325546 |
| 875841.000         | KATIE SUE SPILLERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LEOR ENERGY LP                   | 08/16/2005    | ROBERTSON           | 918  | 622  | 20055783 |
| 875842.000         | KATIE SUE SPILLERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LEGENDS EXPLORATION LP           | 05/01/2003    | ROBERTSON           | 841  | 367  | 20033180 |
| 875843.000         | WADE NEYLAND ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LEGENDS EXPLORATION LP           | 05/01/2003    | ROBERTSON           | 841  | 366  | 20033179 |
| 875844.001         | G H INGRAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | AMERICAN ENERGY PARTNERS INC     | 10/25/2001    | ROBERTSON           | 818  | 174  | 20024261 |
| 875845.001         | PATSY NELL CORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LEGENDS EXPLORATION LP           | 05/01/2003    | ROBERTSON           | 841  | 369  | 20033182 |
| 875845.002         | JOHN HURST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LEGENDS EXPLORATION LP           | 07/31/2003    | ROBERTSON           | 842  | 444  | 20033406 |
| 875845.003         | NORMA H FLYNN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LEGENDS EXPLORATION LP           | 07/28/2003    | ROBERTSON           | 842  | 452  | 20033409 |
| 875845.004         | NORMA CORN ELLISON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LEGENDS EXPLORATION LP           | 06/25/2003    | ROBERTSON           | 851  | 373  | 20035126 |
| 875845.005         | ROBERT DANIEL CORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LEGENDS EXPLORATION LP           | 07/28/2003    | ROBERTSON           | 842  | 448  | 20033407 |
| 875845.006         | JOHN J CORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LEGENDS EXPLORATION LP           | 08/18/2003    | ROBERTSON           | 851  | 374  | 20035127 |
| 875847.000         | ALBERT VERNON MAY ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | LEGENDS EXPLORATION LP           | 05/30/2003    | ROBERTSON           | 841  | 365  | 20033178 |
| 875854.007         | PETE BIENSKI JR ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LEOR ENERGY LP                   | 04/05/2006    | ROBERTSON           | 946  | 159  | 20062507 |
| 875854.011         | PETE JOSEPH BIENSKI, JR AND CAROL J BIENSKI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC       | 11/24/2010    | ROBERTSON           | 1121 | 623  | 20105210 |
| 875854.015         | JAMES A HANNA & MARTHA M HANNA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC       | 11/16/2010    | ROBERTSON           | 1123 | 642  | 20110019 |
|                    | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN JAMES A HANNA & MARTHA M. LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>20.00 ACRES OF LAND, MORE OR LESS, OUT OF THE PEDRO PEREIRA, JOSE DE JESUS AND MARIANO GRANDE ELEVEN LEAGUE SURVEY, A-32, ROBERTSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED DATED MAY 7, 1982, FROM RICHARD E. WAITKUS, TO JAMES A. HANNA AND WIFE, MARTHA M. HANNA, RECORDED IN VOLUME 391, PAGE 676, OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS. |                                  |               |                     |      |      |          |
| 875854.017         | JAMES DANNY TARVER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC       | 11/05/2010    | ROBERTSON           | 1124 | 623  | 20110199 |
| 875854.020         | ROMES W WILLIAMS ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC       | 04/15/2011    | ROBERTSON           | 1134 | 793  | 20111981 |
| 875854.021         | SAN SABA ROYALTY COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC       | 04/23/2013    | ROBERTSON           | 1207 | 559  | 20132898 |
| 875854.022         | HOEGEMEYER FAMILY LTD PARTNERSHIP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC       | 08/02/2013    | ROBERTSON           | 1215 | 727  | 20134498 |
| 875854.023         | ROBISON FAM LTD PTSP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC       | 08/02/2013    | ROBERTSON           | 1215 | 775  | 20134518 |
| 875854.024         | TRIPLE CROWN ACQUISITIONS LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC       | 07/31/2013    | ROBERTSON           | 1218 | 262  | 20134845 |
| 875854.025         | JAMES A AND MARTHA M HANNA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC       | 10/30/2013    | ROBERTSON           | 1222 | 252  | 20135524 |
|                    | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN JAMES A AND MARTHA M HANNA, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>20.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J. M. GRANDE 11 LEAGUE SURVEY, A-32, ROBERTSON COUNTY, TEXAS AND DESCRIBED IN THE CERTAIN WARRANTY DEED DATED MAY 7, 1982 FROM RICHARD E. WAITKUS TO JAMES A. HANNA AND WIFE, MARTHA C. HANNA AND RECORDED IN VOLUME 391, PAGE 676 OF THE OFFICIAL RECORDS OF ROBERTSON COUNTY, TEXAS.                                               |                                  |               |                     |      |      |          |
| 875865.001         | G H INGRAM JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | GENESIS LAND & MINERAL RESOURCES | 04/12/2005    | ROBERTSON           | 902  | 787  | 20053306 |

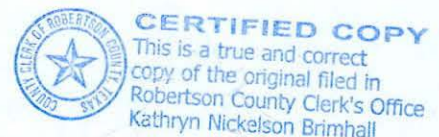


EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
 ENCANNA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

LEASES

| ENCANNA LEASE NO.                                                                                                                                                                                                                                                                                                                                                           | LESSOR                                          | LESSEE                           | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------|------------|------------------|------|------|----------|
| 875868.000                                                                                                                                                                                                                                                                                                                                                                  | G H INGRAM JR                                   | GENESIS LAND & MINERAL RESOURCES | 04/12/2006 | ROBERTSON        | 902  | 785  | 20053305 |
| 875871.021                                                                                                                                                                                                                                                                                                                                                                  | FLORENCE ANN BYRD HEATH                         | LEOR ENERGY LP                   | 05/04/2005 | ROBERTSON        | 902  | 782  | 20053303 |
| 875871.036                                                                                                                                                                                                                                                                                                                                                                  | DOUGLAS F DEORCHIS                              | ENCANNA OIL & GAS (USA) INC      | 11/09/2009 | ROBERTSON        | 1092 | 470  | 20095712 |
| 875871.041                                                                                                                                                                                                                                                                                                                                                                  | VINCENT M DEORCHIS                              | ENCANNA OIL & GAS (USA) INC      | 01/30/2010 | ROBERTSON        | 1099 | 532  | 20101017 |
| 875871.046                                                                                                                                                                                                                                                                                                                                                                  | ANNE NAGIM                                      | ENCANNA OIL & GAS (USA) INC      | 01/30/2010 | ROBERTSON        | 1099 | 751  | 20101073 |
| 875871.047                                                                                                                                                                                                                                                                                                                                                                  | MARY J JOHNSON                                  | ENCANNA OIL & GAS (USA) INC      | 02/03/2010 | ROBERTSON        | 1100 | 514  | 20101204 |
| 875871.051                                                                                                                                                                                                                                                                                                                                                                  | DIANE F VOGTH-ERIKSEN                           | ENCANNA OIL & GAS (USA) INC      | 01/30/2010 | ROBERTSON        | 1102 | 457  | 20101519 |
| 875871.055                                                                                                                                                                                                                                                                                                                                                                  | JOE M BARTLEY TRUST NO 1                        | ENCANNA OIL & GAS (USA) INC      | 04/19/2010 | ROBERTSON        | 1105 | 313  | 20102110 |
| 875871.056                                                                                                                                                                                                                                                                                                                                                                  | THOMAS E PHILLIPS                               | ENCANNA OIL & GAS (USA) INC      | 12/18/2009 | ROBERTSON        | 1095 | 602  | 20100247 |
| 875871.058                                                                                                                                                                                                                                                                                                                                                                  | NORMAN A COSKEY                                 | ENCANNA OIL & GAS (USA) INC      | 02/03/2010 | ROBERTSON        | 1098 | 789  | 20100913 |
| 875871.066                                                                                                                                                                                                                                                                                                                                                                  | WILLIAM F MORRISON                              | ENCANNA OIL & GAS (USA) INC      | 08/04/2010 | ROBERTSON        | 1114 | 52   | 20103776 |
| 875871.067                                                                                                                                                                                                                                                                                                                                                                  | DAVID W SNYDER                                  | ENCANNA OIL & GAS (USA) INC      | 08/04/2010 | ROBERTSON        | 1114 | 475  | 20103864 |
| 875871.068                                                                                                                                                                                                                                                                                                                                                                  | BRIAN LEE SNYDER                                | ENCANNA OIL & GAS (USA) INC      | 08/04/2010 | ROBERTSON        | 1115 | 267  | 20104013 |
| 875871.069                                                                                                                                                                                                                                                                                                                                                                  | MICHAEL G MORRISON                              | ENCANNA OIL & GAS (USA) INC      | 10/04/2010 | ROBERTSON        | 1119 | 160  | 20104690 |
| 875871.070                                                                                                                                                                                                                                                                                                                                                                  | DAVID MORRISON                                  | ENCANNA OIL & GAS (USA) INC      | 10/04/2010 | ROBERTSON        | 1119 | 157  | 20104689 |
| 875871.071                                                                                                                                                                                                                                                                                                                                                                  | FRANK KEITH MORRISON                            | ENCANNA OIL & GAS (USA) INC      | 10/04/2010 | ROBERTSON        | 1119 | 148  | 20104686 |
| 875871.072                                                                                                                                                                                                                                                                                                                                                                  | RAYNE KNIGHT                                    | ENCANNA OIL & GAS (USA) INC      | 10/01/2010 | ROBERTSON        | 1119 | 140  | 20104683 |
| 875871.073                                                                                                                                                                                                                                                                                                                                                                  | VINCENT M DEORCHIS                              | ENCANNA OIL & GAS (USA) INC      | 09/20/2010 | ROBERTSON        | 1119 | 151  | 20104687 |
| 875871.074                                                                                                                                                                                                                                                                                                                                                                  | ANNE NAGIM                                      | ENCANNA OIL & GAS (USA) INC      | 09/20/2010 | ROBERTSON        | 1119 | 154  | 20104688 |
| 875871.075                                                                                                                                                                                                                                                                                                                                                                  | DIANE F VOGTH-ERIKSEN                           | ENCANNA OIL & GAS (USA) INC      | 09/20/2010 | ROBERTSON        | 1123 | 621  | 20110013 |
| 875871.076                                                                                                                                                                                                                                                                                                                                                                  | D SCOTT BARTLEY                                 | ENCANNA OIL & GAS (USA) INC      | 11/29/2010 | ROBERTSON        | 1123 | 612  | 20110010 |
| 875871.077                                                                                                                                                                                                                                                                                                                                                                  | JOE M BARTLEY                                   | ENCANNA OIL & GAS (USA) INC      | 12/06/2010 | ROBERTSON        | 1123 | 615  | 20110011 |
| 875871.078                                                                                                                                                                                                                                                                                                                                                                  | ODIS ARCHER HOYT JR                             | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 697  | 20110030 |
| 875871.079                                                                                                                                                                                                                                                                                                                                                                  | ALISON J SPRING                                 | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 685  | 20110028 |
| 875871.080                                                                                                                                                                                                                                                                                                                                                                  | AMY H POPE                                      | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1124 | 675  | 20110212 |
| 875871.081                                                                                                                                                                                                                                                                                                                                                                  | RUFFUS DARRELL FARRELL                          | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 634  | 20110017 |
| 875871.082                                                                                                                                                                                                                                                                                                                                                                  | CLIFTON STEPHEN FARRELL                         | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 630  | 20110016 |
| 875871.083                                                                                                                                                                                                                                                                                                                                                                  | LANCE W HOYT                                    | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1124 | 661  | 20110213 |
| 875871.084                                                                                                                                                                                                                                                                                                                                                                  | MICHAEL SHANE RUSSELL                           | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 691  | 20110029 |
| 875871.085                                                                                                                                                                                                                                                                                                                                                                  | MARK D RUSSELL SR                               | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 679  | 20110027 |
| 875871.086                                                                                                                                                                                                                                                                                                                                                                  | LANA DIANE HOYT RUSSELL                         | ENCANNA OIL & GAS (USA) INC      | 11/19/2010 | ROBERTSON        | 1123 | 673  | 20110026 |
| 875871.087                                                                                                                                                                                                                                                                                                                                                                  | BETTY L MORRISON TRUST                          | ENCANNA OIL & GAS (USA) INC      | 01/04/2011 | ROBERTSON        | 1127 | 76   | 20110587 |
| 875871.091                                                                                                                                                                                                                                                                                                                                                                  | THOMAS E PHILLIPS                               | ENCANNA OIL & GAS (USA) INC      | 12/10/2012 | ROBERTSON        | 1190 | 777  | 20130047 |
| 875871.092                                                                                                                                                                                                                                                                                                                                                                  | JAMES WALTER LANNING                            | ENCANNA OIL & GAS (USA) INC      | 01/07/2013 | ROBERTSON        | 1197 | 707  | 20131304 |
| 875871.093                                                                                                                                                                                                                                                                                                                                                                  | MICHAEL LEE LANNING                             | ENCANNA OIL & GAS (USA) INC      | 01/12/2013 | ROBERTSON        | 1197 | 732  | 20131311 |
| 875871.094                                                                                                                                                                                                                                                                                                                                                                  | JOHN A COSKEY                                   | ENCANNA OIL & GAS (USA) INC      | 01/04/2013 | ROBERTSON        | 1197 | 710  | 20131305 |
| 875871.095                                                                                                                                                                                                                                                                                                                                                                  | MARY ANN BRUNETTE                               | ENCANNA OIL & GAS (USA) INC      | 12/21/2012 | ROBERTSON        | 1194 | 153  | 20130607 |
| 875871.096                                                                                                                                                                                                                                                                                                                                                                  | TRIPLE CROWN ACQUISITIONS LLC                   | ENCANNA OIL & GAS (USA) INC      | 01/16/2013 | ROBERTSON        | 1197 | 702  | 20131303 |
| 875871.097                                                                                                                                                                                                                                                                                                                                                                  | D SCOTT BARTLEY TRUST                           | ENCANNA OIL & GAS (USA) INC      | 01/25/2013 | ROBERTSON        | 1198 | 653  | 20131472 |
| 875871.098                                                                                                                                                                                                                                                                                                                                                                  | DANIEL R DILBECK                                | ENCANNA OIL & GAS (USA) INC      | 01/04/2013 | ROBERTSON        | 1197 | 724  | 20131309 |
| 875871.099                                                                                                                                                                                                                                                                                                                                                                  | WYNELLE T COSKEY                                | ENCANNA OIL & GAS (USA) INC      | 01/14/2013 | ROBERTSON        | 1197 | 743  | 20131314 |
| 875871.100                                                                                                                                                                                                                                                                                                                                                                  | ARITA COSKEY HOUSER                             | ENCANNA OIL & GAS (USA) INC      | 01/09/2013 | ROBERTSON        | 1197 | 728  | 20131310 |
| 875871.101                                                                                                                                                                                                                                                                                                                                                                  | CHARLOTTE DILBECK DAVIDSON                      | ENCANNA OIL & GAS (USA) INC      | 01/09/2013 | ROBERTSON        | 1197 | 739  | 20131313 |
| 875871.102                                                                                                                                                                                                                                                                                                                                                                  | BRIMSTONE RESOURCES LLC                         | ENCANNA OIL & GAS (USA) INC      | 01/16/2013 | ROBERTSON        | 1197 | 697  | 20131302 |
| 875871.103                                                                                                                                                                                                                                                                                                                                                                  | MARY J JOHNSON                                  | ENCANNA OIL & GAS (USA) INC      | 01/25/2013 | ROBERTSON        | 1198 | 665  | 20131475 |
| 875871.104                                                                                                                                                                                                                                                                                                                                                                  | DAVID MORRISON                                  | ENCANNA OIL & GAS (USA) INC      | 01/25/2013 | ROBERTSON        | 1198 | 649  | 20131471 |
| 875871.105                                                                                                                                                                                                                                                                                                                                                                  | WILLIAM F MORRISON                              | ENCANNA OIL & GAS (USA) INC      | 01/25/2013 | ROBERTSON        | 1198 | 669  | 20131476 |
| 875871.106                                                                                                                                                                                                                                                                                                                                                                  | FRANK KEITH MORRISON                            | ENCANNA OIL & GAS (USA) INC      | 01/21/2013 | ROBERTSON        | 1198 | 661  | 20131474 |
| 875871.107                                                                                                                                                                                                                                                                                                                                                                  | MICHAEL G MORRISON                              | ENCANNA OIL & GAS (USA) INC      | 01/25/2013 | ROBERTSON        | 1198 | 657  | 20131473 |
| 875871.108                                                                                                                                                                                                                                                                                                                                                                  | BILLY R SKORUPINSKI ET UX                       | ENCANNA OIL & GAS (USA) INC      | 02/12/2013 | ROBERTSON        | 1198 | 683  | 20131479 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN BILLY R SKORUPINSKI ET UX, LESSOR, AND ENCANNA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:                                                                                                                                                                                                            |                                                 |                                  |            |                  |      |      |          |
| 3.0 ACRES OF LAND, MORE OR LESS, A PART OF THE JM GRANDE ELEVEN LEAGUE SURVEY, A-32, ROBERTSON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED FEBRUARY 6, 1988, FROM BILLY SKORUPINSKI AND WIFE, LINDA SKORUPINSKI TO NANCY L OSBURN AND RECORDED IN VOLUME 703, PAGE 305, OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS. |                                                 |                                  |            |                  |      |      |          |
| 875871.110                                                                                                                                                                                                                                                                                                                                                                  | COSKEY FAMILY LIVING TRUST                      | ENCANNA OIL & GAS (USA) INC      | 01/10/2013 | ROBERTSON        | 1198 | 678  | 20131478 |
| 875871.111                                                                                                                                                                                                                                                                                                                                                                  | MARY J JOHNSON                                  | ENCANNA OIL & GAS (USA) INC      | 03/08/2013 | ROBERTSON        | 1198 | 710  | 20131487 |
| 875871.112                                                                                                                                                                                                                                                                                                                                                                  | RICHARD L BRUNETTE                              | ENCANNA OIL & GAS (USA) INC      | 02/27/2013 | ROBERTSON        | 1200 | 396  | 20131789 |
| 875871.113                                                                                                                                                                                                                                                                                                                                                                  | DOUGLAS DEORCHIS                                | ENCANNA OIL & GAS (USA) INC      | 02/27/2013 | ROBERTSON        | 1205 | 753  | 20132582 |
| 875871.114                                                                                                                                                                                                                                                                                                                                                                  | DAVID E BREEDING ET UX                          | ENCANNA OIL & GAS (USA) INC      | 04/08/2013 | ROBERTSON        | 1205 | 750  | 20132584 |
| 875871.115                                                                                                                                                                                                                                                                                                                                                                  | BUDDY L DERRICK                                 | ENCANNA OIL & GAS (USA) INC      | 04/11/2013 | ROBERTSON        | 1207 | 598  | 20132910 |
| 875871.116                                                                                                                                                                                                                                                                                                                                                                  | SHERRY D KOBUS ET VIR                           | ENCANNA OIL & GAS (USA) INC      | 04/11/2013 | ROBERTSON        | 1207 | 545  | 20132893 |
| 875871.117                                                                                                                                                                                                                                                                                                                                                                  | MICHAEL HARE                                    | ENCANNA OIL & GAS (USA) INC      | 04/12/2013 | ROBERTSON        | 1207 | 573  | 20132902 |
| 875871.118                                                                                                                                                                                                                                                                                                                                                                  | MICHAEL HARE                                    | ENCANNA OIL & GAS (USA) INC      | 04/12/2013 | ROBERTSON        | 1207 | 556  | 20132897 |
| 875871.119                                                                                                                                                                                                                                                                                                                                                                  | SHERRY HARE KOBUS                               | ENCANNA OIL & GAS (USA) INC      | 04/10/2013 | ROBERTSON        | 1207 | 548  | 20132894 |
| 875871.120                                                                                                                                                                                                                                                                                                                                                                  | JOE M BARTLEY TRUST NO. 1 JOE M BARTLEY TRUSTEE | ENCANNA OIL & GAS (USA) INC      | 04/19/2013 | ROBERTSON        | 1207 | 566  | 20132900 |
| 875871.121                                                                                                                                                                                                                                                                                                                                                                  | DAVID W SNYDER                                  | ENCANNA OIL & GAS (USA) INC      | 03/05/2013 | ROBERTSON        | 1200 | 388  | 20131787 |
| 875871.122                                                                                                                                                                                                                                                                                                                                                                  | DIANE VOGTH-ERIKSEN                             | ENCANNA OIL & GAS (USA) INC      | 02/01/2013 | ROBERTSON        | 1200 | 392  | 20131788 |
| 875871.123                                                                                                                                                                                                                                                                                                                                                                  | BRIAN LEE SNYDER                                | ENCANNA OIL & GAS (USA) INC      | 03/29/2010 | ROBERTSON        | 1103 | 611  | 20101753 |
| 875871.125                                                                                                                                                                                                                                                                                                                                                                  | SHEPHERD LIVING TRUST                           | ENCANNA OIL & GAS (USA) INC      | 02/08/2010 | ROBERTSON        | 1099 | 515  | 20101013 |
| 875871.126                                                                                                                                                                                                                                                                                                                                                                  | CHERYL MARTIN REDDEN ET VIR                     | ENCANNA OIL & GAS (USA) INC      | 12/21/2012 | ROBERTSON        | 1196 | 426  | 20131049 |
| 875871.127                                                                                                                                                                                                                                                                                                                                                                  | JOHN MOSS                                       | ENCANNA OIL & GAS (USA) INC      | 09/03/2013 | ROBERTSON        | 1218 | 561  | 20134954 |
| 875871.129                                                                                                                                                                                                                                                                                                                                                                  | ANN NAGIM                                       | ENCANNA OIL & GAS (USA) INC      | 01/25/2013 | ROBERTSON        | 1215 | 748  | 20134508 |
| 875938.000                                                                                                                                                                                                                                                                                                                                                                  | MARTHA N HANNA                                  | LEOR ENERGY LP                   | 10/20/2005 | ROBERTSON        | 927  | 118  | 20057628 |
| 875939.000                                                                                                                                                                                                                                                                                                                                                                  | DIANE HOYT RUSSELL                              | LEOR ENERGY LP                   | 09/13/2005 | ROBERTSON        | 921  | 159  | 20056628 |
| 875977.000                                                                                                                                                                                                                                                                                                                                                                  | TEXAS THOMAS FARMS LTD                          | LEOR ENERGY LP                   | 09/27/2005 | ROBERTSON        | 933  | 776  | 20060365 |
| 876447.035                                                                                                                                                                                                                                                                                                                                                                  | RODNEY CRAVEY ET UX                             | SANTANA ENERGY INC               | 04/07/2005 | LEON             | 1213 | 418  | 00321957 |
| 876447.036                                                                                                                                                                                                                                                                                                                                                                  | BOBBY W CRAVEY                                  | SANTANA ENERGY INC               | 04/07/2005 | LEON             | 1213 | 422  | 00321958 |
| 876447.037                                                                                                                                                                                                                                                                                                                                                                  | FRANCES ELIZABETH CRAVEY                        | SANTANA ENERGY INC               | 04/07/2005 | LEON             | 1213 | 425  | 00321959 |
| 876447.042                                                                                                                                                                                                                                                                                                                                                                  | BOBBY CRAVEY                                    | ENCANNA OIL & GAS (USA) INC      | 04/07/2011 | LEON             | 1458 | 643  | 00376784 |



CERTIFIED COPY  
 This is a true and correct  
 copy of the original filed in  
 Robertson County Clerk's Office  
 Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
 ENCANNA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LESSOR                                            | LESSEE                      | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
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| 876533.003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CLARK BROUSSARD BY AIF                            | LEOR ENERGY LP              | 08/03/2004 | ROBERTSON        | 875  | 261  | 20043886 |
| 876533.006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MARGUERITE EDWARDS TRUSTS                         | LEOR ENERGY LP              | 11/16/2004 | ROBERTSON        | 888  | 117  | 20050138 |
| 876533.009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DONALD L BROUSSARD                                | ENCANA OIL & GAS (USA) INC  | 08/26/2010 | ROBERTSON        | 1115 | 529  | 20104075 |
| 876533.010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MAP2004-OK                                        | ENCANA OIL & GAS (USA) INC  | 08/06/2010 | ROBERTSON        | 1115 | 254  | 20104006 |
| 876533.012                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LOGAN BROUSSARD                                   | ENCANA OIL & GAS (USA) INC  | 08/26/2010 | ROBERTSON        | 1115 | 532  | 20104076 |
| 876533.013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | WENDEL K BROUSSARD                                | ENCANA OIL & GAS (USA) INC  | 08/26/2010 | ROBERTSON        | 1115 | 535  | 20104077 |
| 876533.014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NORMAN F HUNTER ET UX                             | ENCANA OIL & GAS (USA) INC  | 09/01/2010 | ROBERTSON        | 1117 | 128  | 20104327 |
| 876534.002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | VERNON SIKES AIF E FULTON                         | LEOR ENERGY LP              | 03/09/2005 | ROBERTSON        | 895  | 248  | 20051653 |
| 876534.004                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ROBERT L DODDS JR                                 | ENCANA OIL & GAS (USA) INC  | 12/08/2009 | ROBERTSON        | 1096 | 349  | 20100376 |
| 876536.000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DOUGLAS HALL AND EDNA HALL                        | LEOR ENERGY LP              | 12/20/2004 | ROBERTSON        | 888  | 11   | 20050134 |
| 876672.000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | JOSEPH R VICKERS ET UX                            | LEGENDS EXPLORATION LP      | 06/10/2003 | ROBERTSON        | 842  | 93   | 20033308 |
| 876823.001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SHARON KAY ALPHA                                  | ANTARES EXPLORATION FUND LP | 08/23/2005 | LEON             | 1216 | 866  | 00322692 |
| 876823.002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CARLA D LACY                                      | ANTARES EXPLORATION FUND LP | 06/07/2005 | LEON             | 1216 | 870  | 00322693 |
| 876823.003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MICHAEL SPEER                                     | ANTARES EXPLORATION FUND LP | 06/07/2005 | LEON             | 1216 | 882  | 00322696 |
| 876823.005                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PHILLIP SPEER                                     | ANTARES EXPLORATION FUND LP | 06/12/2005 | LEON             | 1221 | 499  | 00323664 |
| 876823.006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BOBBY SPEER                                       | ANTARES EXPLORATION FUND LP | 06/07/2005 | LEON             | 1216 | 878  | 00322695 |
| 876823.008                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | WYNELL EVANS                                      | ANTARES EXPLORATION FUND LP | 06/12/2005 | LEON             | 1216 | 874  | 00322694 |
| 876823.009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PATSY ANN WILLBANKS                               | ANTARES EXPLORATION FUND LP | 06/12/2005 | LEON             | 1216 | 863  | 00322691 |
| 876823.013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | THOMAS WAYNE FOLEY ET UX                          | ENCANA OIL & GAS (USA) INC  | 06/07/2008 | LEON             | 1363 | 291  | 00355482 |
| 877004.032                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | J F PLANDER                                       | ENCANA OIL & GAS (USA) INC  | 06/29/2010 | LEON             | 1460 | 405  | 00377186 |
| 877004.036                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | RHEA NANETTE COLLUM                               | ENCANA OIL & GAS (USA) INC  | 09/15/2010 | LEON             | 1459 | 72   | 00376828 |
| 877004.037                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MAC L BENNETT III                                 | ENCANA OIL & GAS (USA) INC  | 09/20/2010 | LEON             | 1459 | 49   | 00376822 |
| 877004.038                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NANETTE B COLLUM                                  | ENCANA OIL & GAS (USA) INC  | 09/08/2010 | LEON             | 1459 | 89   | 00376827 |
| 877004.039                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | RACHAEL MAE ROBINSON                              | ENCANA OIL & GAS (USA) INC  | 09/08/2010 | LEON             | 1460 | 258  | 00377146 |
| 877004.040                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MARTHA JANE KOPETSKY                              | ENCANA OIL & GAS (USA) INC  | 09/20/2010 | LEON             | 1458 | 333  | 00376640 |
| 877004.042                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | STANLEY EDDINS                                    | ENCANA OIL & GAS (USA) INC  | 09/09/2010 | LEON             | 1459 | 186  | 00376856 |
| 877004.051                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ROBERT BURROUGHS BENNETT                          | ENCANA OIL & GAS (USA) INC  | 11/09/2010 | LEON             | 1459 | 18   | 00376813 |
| 877004.052                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | WILLIAM CALVIN BENNETT                            | ENCANA OIL & GAS (USA) INC  | 11/09/2010 | LEON             | 1459 | 22   | 00376814 |
| 877004.056                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DORIS J HENDERSON                                 | ENCANA OIL & GAS (USA) INC  | 04/01/2013 | LEON             | 1557 | 881  | 00397348 |
| 877004.057                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NICK ALEXANDER PLAZINICH                          | ENCANA OIL & GAS (USA) INC  | 04/25/2013 | LEON             | 1559 | 546  | 00397693 |
| 877004.058                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | JAMES RAY PLAZINICH                               | ENCANA OIL & GAS (USA) INC  | 04/25/2013 | LEON             | 1559 | 559  | 00397697 |
| 877004.059                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CADE ALLEN PLAZINICH                              | ENCANA OIL & GAS (USA) INC  | 04/25/2013 | LEON             | 1561 | 679  | 00398065 |
| 877004.060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MARVIN B PLAZINICH                                | ENCANA OIL & GAS (USA) INC  | 04/25/2013 | LEON             | 1561 | 675  | 00398064 |
| 877004.061                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BARBARA ANN SIMPSON                               | ENCANA OIL & GAS (USA) INC  | 04/25/2013 | LEON             | 1561 | 683  | 00398066 |
| 877004.062                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | VIRGINIA LEE KNIGHT JONES                         | ENCANA OIL & GAS (USA) INC  | 05/10/2013 | LEON             | 1567 | 680  | 00399248 |
| 877004.063                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LOIS C KETCHEY INDIV AND AS AIF FOR JIM F KETCHEY | ENCANA OIL & GAS (USA) INC  | 07/01/2013 | LEON             | 1569 | 153  | 00399597 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN LOIS C KETCHEY INDIV AND AS AIF FOR JIM F KETCHEY, LESSOR, AND ENCANNA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>76.70 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 6, 1902 FROM P.A. BULL AND WIFE, P.L. BULL TO J.W. HAYNIE AND RECORDED IN VOLUME 12, PAGE 475, OF THE DEED RECORDS OF LEON COUNTY, TEXAS;<br>LESS AND EXCEPT: 12.00 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 6, 1902, FROM J.W. HAYNIE AND C. HAYNIE TO MRS. N.B. BAXTER, AND RECORDED IN VOLUME 13, PAGE 301, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.<br>12.00 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 6, 1902, FROM J.W. HAYNIE AND C. HAYNIE TO MRS. N.B. BAXTER, AND RECORDED IN VOLUME 13, PAGE 301, OF THE DEED RECORDS OF LEON COUNTY, TEXAS<br>125.00 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MAY 11, 1926, FROM BONENA SPEER TO CASSIE HAYNIE, AND RECORDED IN VOLUME 138, PAGE 609, OF THE DEED RECORDS OF LEON COUNTY, TEXAS<br>45.83 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS THE "FIRST TRACT" IN THAT CERTAIN PARTITION DEED DATED OCTOBER 24, 1989, BY AND BETWEEN CECIL MCKIBBEN, ET AL, AND JIM F. KETCHEY, RECORDED IN VOLUME 753, PAGE 853, OF THE DEED RECORDS OF LEON COUNTY, TEXAS. 19.57 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS THE "SECOND TRACT" IN THAT CERTAIN PARTITION DEED DATED OCTOBER 24, 1989, BY AND BETWEEN CECIL MCKIBBEN, ET AL, AND JIM F. KETCHEY, RECORDED IN VOLUME 753, PAGE 853, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.<br>19.57 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE DWIGHT SURVEY, A-222, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS THE "SECOND TRACT" IN THAT CERTAIN PARTITION DEED DATED OCTOBER 24, 1989, BY AND BETWEEN CECIL MCKIBBEN ET AL, AND JIM F. KETCHEY, RECORDED IN VOLUME 753, PAGE 853, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.<br>89.019 ACRES OF LAND, MORE OR LESS, SITUATED IN THE W.G. KELLER SURVEY, A-1113 (IN CONFLICT WITH THE W.G. LEE SURVEY, A-1318), LEON COUNTY, TEXAS, AWARDED TO JIM F. KETCHEY ET AL, AND BEING MORE PARTICULARLY DESCRIBED IN A CERTIFIED COPY OF A FINAL JUDGMENT DATED APRIL 22, 1977, BEING STYLED JIM F. KETCHEY ET AL VS. VITO CANGELLOSI ET AL, AND RECORDED IN VOLUME 426, PAGE 46, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.<br>83.68 ACRES OF LAND, MORE OR LESS, SITUATED IN THE H.J. KETCHEY SURVEY, A-1390, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN PATENT DATED MAY 27, 1922, FROM THE STATE OF TEXAS TO H.J. KETCHEY AND RECORDED IN VOLUME 59, PAGE 182, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.<br>80.00 ACRES OF LAND, MORE OR LESS, SITUATED IN THE G.W. KETCHEY SURVEY, A-1262, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN PATENT DATED FEBRUARY 18, 1904, FROM THE STATE OF TEXAS TO G.W. KETCHEY AND RECORDED IN VOLUME 16, PAGE 160, OF THE DEED RECORDS OF LEON COUNTY, TEXAS. |                                                   |                             |            |                  |      |      |          |
| 877009.001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | JIMMY B JERNIGAN ET UX                            | ANTARES EXPLORATION FUND LP | 06/30/2005 | LEON             | 1216 | 895  | 00322700 |
| 877051.001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | G H INGRAM JR                                     | LEOR ENERGY LP              | 06/10/2004 | ROBERTSON        | 871  | 644  | 20043227 |
| 877051.002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LOUISE S CORN                                     | LEOR ENERGY LP              | 06/10/2004 | ROBERTSON        | 873  | 529  | 20043560 |
| 877052.006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BEVERLY COX MILLER                                | ENCANA OIL & GAS (USA) INC  | 09/14/2007 | ROBERTSON        | 1006 | 259  | 20076070 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN BEVERLY COX MILLER, LESSOR, AND ENCANNA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>9.50 ACRES, MW, OUT OF THE F.L. SPRINGFIELD SURVEY, A-413, ROBERTSON CO. TX AND BEING MORE FULLY DESCRIBED AS FIRST TRACT AND SECOND TRACT IN A DEED DATED OCTOBER 9, 1989 FROM RONALD W. CORN ET AL TO LOUISE CORN AND RECORDED IN VOL 538, PG 716 FROM THE SURFACE TO 100' BELOW BASE OF COTTON VALLEY LIME.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                             |            |                  |      |      |          |
| 877052.007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | RONALD W CORN                                     | ENCANA OIL & GAS (USA) INC  | 09/14/2007 | ROBERTSON        | 1006 | 253  | 20076067 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN RONALD W CORN, LESSOR, AND ENCANNA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>9.50 ACRES, MW, OUT OF THE F.L. SPRINGFIELD SURVEY, A-413, ROBERTSON CO. TX AND BEING MORE FULLY DESCRIBED AS FIRST TRACT AND SECOND TRACT IN A DEED DATED OCTOBER 9, 1989 FROM RONALD W. CORN ET AL TO LOUISE CORN AND RECORDED IN VOL 538, PG 716, FROM THE SURFACE TO 100' BELOW BASE OF COTTON VALLEY LIME.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                             |            |                  |      |      |          |
| 877052.008                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | G H INGRAM JR                                     | LEOR ENERGY LP              | 07/12/2004 | ROBERTSON        | 873  | 158  | 20043582 |
| 877052.009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | JACKY RAY ADAMS SR                                | ENCANA OIL & GAS (USA) INC  | 09/01/2007 | ROBERTSON        | 1008 | 520  | 20076340 |
| 877052.010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CYNTHIA LOUISE PARKER                             | ENCANA OIL & GAS (USA) INC  | 09/14/2007 | ROBERTSON        | 1009 | 252  | 20076469 |
| LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN CYNTHIA LOUISE PARKER, LESSOR, AND ENCANNA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                             |            |                  |      |      |          |



**CERTIFIED COPY**  
 This is a true and correct  
 copy of the original filed in  
 Robertson County Clerk's Office  
 Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
 ENCANA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------------------|------|------|----------|
|                 | 9.50 ACRES, ML, OUT OF THE F. L. SPRINGFIELD SURVEY, A-413, ROBERTSON CO. TX AND BEING MORE FULLY DESCRIBED AS FIRST TRACT AND SECOND TRACT IN A DEED DATED OCTOBER 9, 1989 FROM RONALD W. CORN ET AL TO LOUISE CORN AND RECORDED IN VOL 538, PG 716. FROM THE SURFACE TO 100' BELOW BASE OF COTTON VALLEY LIME.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |            |                  |      |      |          |
| 877052.011      | G H INGRAM JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 08/05/2010 | ROBERTSON        | 1113 | 600  | 20103702 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN G H INGRAM JR, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>9.50 ACRES, ML, A PART OF THE F. L. SPRINGFIELD SVY, A-413, ROBERTSON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS TWO ADJOINING TRACTS OF LAND, THE FIRST BEING 5.0 ACRES DESCRIBED IN THAT CERTAIN DEED DATED DECEMBER 8, 1948 FROM T.C. RICHARD ET UX TO G.H. INGRAM, AND RECORDED IN VOL 153, PG 336 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS; AND THE SECOND TRACT BEING DESCRIBED AS THE NORTH 4.5 ACRES OF A 9.0 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 16, 1949 FROM T.C. RICHARD ET UX TO G.H. INGRAM AND RECORDED IN VOL 153, PG 335 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, FROM THE SURFACE TO 100 FT BELOW BASE OF THE COTTON VALLEY LIME. |                            |            |                  |      |      |          |
| 877052.012      | JACK & LINDA FITZWATER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 08/12/2010 | ROBERTSON        | 1114 | 478  | 20103865 |
| 877052.013      | WILLIAM C BUEDEWIG ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 08/26/2010 | ROBERTSON        | 1116 | 81   | 20104129 |
| 877052.014      | ALLEN R WISSINGER JR., ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 09/17/2010 | ROBERTSON        | 1116 | 758  | 20104288 |
| 877052.015      | RONALD W CORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 10/12/2010 | ROBERTSON        | 1119 | 145  | 20104685 |
| 877052.016      | CYNTHIA LOUISE PARKER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 10/12/2010 | ROBERTSON        | 1120 | 249  | 20104907 |
| 877052.017      | BEVERLY COX MILLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 10/12/2010 | ROBERTSON        | 1121 | 816  | 20105208 |
| 877052.018      | RONALD W CORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 09/06/2013 | ROBERTSON        | 1218 | 545  | 20134944 |
| 877052.019      | CYNTHIA LOUISE PARKER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 09/06/2013 | ROBERTSON        | 1220 | 180  | 20135265 |
| 877052.020      | JACK RAY ADAMS SR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 09/06/2013 | ROBERTSON        | 1220 | 150  | 20135240 |
| 877052.021      | BEVERLY COX MILLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 09/06/2013 | ROBERTSON        | 1220 | 175  | 20135262 |
| 877053.001      | NELDA R CAMERON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LEOR ENERGY LP             | 08/27/2004 | ROBERTSON        | 878  | 350  | 20044535 |
| 877053.005      | ROBERT FRANKLIN DAVIS TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 12/20/2007 | ROBERTSON        | 1046 | 130  | 20085623 |
| 877053.006      | EUGENE L DAVIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 12/15/2007 | ROBERTSON        | 1054 | 452  | 20087390 |
| 877053.008      | L B WILSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 10/15/2010 | ROBERTSON        | 1120 | 252  | 20104908 |
| 877053.009      | NELDA WILSON CAMERON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 10/15/2010 | ROBERTSON        | 1120 | 264  | 20104911 |
| 877053.010      | LINDA SUE FITZWATER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 10/15/2010 | ROBERTSON        | 1120 | 260  | 20104910 |
| 877053.011      | JOYCE M ERMEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 10/15/2010 | ROBERTSON        | 1120 | 268  | 20104912 |
| 877053.012      | ROZANNA M WOERNDEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 10/15/2010 | ROBERTSON        | 1120 | 256  | 20104909 |
| 877053.013      | BOBBIE WILSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1128 | 534  | 20110886 |
| 877053.014      | PAULA WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1128 | 538  | 20110887 |
| 877053.015      | VICKY CHAMPION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1126 | 530  | 20110885 |
| 877053.016      | G H INGRAM JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 05/15/2013 | ROBERTSON        | 1210 | 626  | 20133536 |
| 877053.017      | CLARENCE E WOERNDEL ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 05/15/2013 | ROBERTSON        | 1210 | 630  | 20133537 |
| 877055.001      | WILLIAM D HARRIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LEOR ENERGY LP             | 05/11/2004 | ROBERTSON        | 873  | 533  | 20043563 |
| 877055.002      | EARNESTINE SHARP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LEOR ENERGY LP             | 04/09/2004 | ROBERTSON        | 871  | 669  | 20043242 |
| 877055.003      | JANE ANN SHARP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LEOR ENERGY LP             | 04/09/2004 | ROBERTSON        | 871  | 669  | 20043243 |
| 877055.004      | RONALD SHARP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | LEOR ENERGY LP             | 04/09/2004 | ROBERTSON        | 871  | 670  | 20043244 |
| 877077.015      | MACKIE MCCULLOUGH ET AL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LEOR ENERGY LP             | 01/23/2004 | ROBERTSON        | 857  | 223  | 20040688 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN MACKIE MCCULLOUGH ET AL, LESSOR, AND LEOR ENERGY LP, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>95.58 ACRES OF LAND, MORE OR LESS, CALLED 90.95 ACRES, WITHIN THE BOUNDARIES OF THE BRUNETTE UNIT AND BEING OUT OF THE GRANDE 11 LEAGUE GRANT, A-32, ROBERTSON COUNTY, TEXAS, AND BEING THE ELEVENTH THROUGH THE THIRTEENTH TRACTS DESCRIBED IN GIFT DEED DATED OCTOBER 10, 1985, FROM HILDA RUTH MARTIN TO KENNETH C. MARTIN, RECORDED IN VOLUME 470, PAGE 372, OFFICIAL RECORDS OF ROBERTSON COUNTY, TEXAS AS TO RIGHTS FROM SURFACE TO 16790 FT.                                                                                                                                                                                                                                                      |                            |            |                  |      |      |          |
| 877084.001      | G H INGRAM JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LEOR ENERGY LP             | 08/10/2004 | ROBERTSON        | 871  | 645  | 20043228 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN G H INGRAM JR, LESSOR, AND LEOR ENERGY LP, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>177 ACRES, MORE OR LESS, OUT OF THE PEDRO PEREIRA JOSE DE JESUS & MARIANO GRANDE 11 LEAGUE SURVEY A-32 LOCATED WITHIN THE BOUNDARIES OF THE G.H. INGRAM, JR. 'B' UNIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |            |                  |      |      |          |
| 877604.001      | STEPHEN R CORN ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LEOR ENERGY LP             | 07/07/2005 | ROBERTSON        | 912  | 169  | 20055016 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN STEPHEN R CORN ET UX, LESSOR, AND LEOR ENERGY LP, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>100.743 ACRES OUT OF 225.974 ACRES OF LAND, ML, OUT OF THE H.W. BEESON SURVEY, A-71, THE V. MENDEZ SURVEY, A-382, AND SELDON TRYON SURVEY, A-350, ROBERTSON COUNTY, TX, BEING MORE PARTICULARLY DESCRIBED AS "TRACT ONE", "TRACT TWO", "TRACT THREE", "TRACT FOUR" AND "TRACT SIX" IN THAT CERTAIN PARTITION DEED DATED SEPTEMBER 6, 1995, BETWEEN STEPHEN RAY CORN, ET AL., RECORDED IN VOLUME 638, PAGE 70, OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TX.                                                                                                                                                                                                                                              |                            |            |                  |      |      |          |
| 877604.002      | KERRY LESTER CORN ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LEOR ENERGY LP             | 07/07/2005 | ROBERTSON        | 912  | 170  | 20055017 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN KERRY LESTER CORN ET UX, LESSOR, AND LEOR ENERGY LP, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>100.743 ACRES OUT OF 225.974 ACRES OF LAND, ML, OUT OF THE H.W. BEESON SURVEY, A-71, THE V. MENDEZ SURVEY, A-382, AND SELDON TRYON SURVEY, A-350, ROBERTSON COUNTY, TX, BEING MORE PARTICULARLY DESCRIBED AS "TRACT ONE", "TRACT TWO", "TRACT THREE", "TRACT FOUR" AND "TRACT SIX" IN THAT CERTAIN PARTITION DEED DATED SEPTEMBER 6, 1995, BETWEEN STEPHEN RAY CORN, ET AL., RECORDED IN VOLUME 638, PAGE 70, OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TX.                                                                                                                                                                                                                                           |                            |            |                  |      |      |          |
| 877609.000      | DONALD RAY CURRIE ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LEOR ENERGY LP             | 11/24/2004 | ROBERTSON        | 1031 | 729  | 20082830 |
| 877610.003      | CHARLOTTE DILBECK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LEOR ENERGY LP             | 06/24/2004 | ROBERTSON        | 873  | 556  | 20043581 |
| 877610.006      | NORMAN A COSKEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LEOR ENERGY LP             | 06/24/2004 | ROBERTSON        | 877  | 134  | 20044250 |
| 877610.007      | ARITA COSKEY HOUSER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | LEOR ENERGY LP             | 06/24/2004 | ROBERTSON        | 871  | 642  | 20043226 |
| 877610.008      | JAMES W LANNING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LEOR ENERGY LP             | 08/24/2004 | ROBERTSON        | 871  | 647  | 20043230 |
| 877610.011      | LEE LANNING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 09/10/2007 | ROBERTSON        | 1006 | 268  | 20076078 |
| 877610.013      | JOHN A COSKEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LEOR ENERGY LP             | 10/12/2007 | ROBERTSON        | 1008 | 19   | 20076207 |
| 877610.014      | JUDY MAUK DUNHAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 03/22/2010 | ROBERTSON        | 1103 | 638  | 20101759 |
| 877610.015      | MILFORD VINCENT MAUK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 03/22/2010 | ROBERTSON        | 1103 | 633  | 20101758 |
| 877610.017      | MICHELLE MAUK DANIELS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 03/22/2010 | ROBERTSON        | 1104 | 80   | 20101826 |
| 877610.018      | ROSEMARY MAUK GALLOWAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 03/22/2010 | ROBERTSON        | 1105 | 310  | 20102109 |
| 877610.019      | RODNEY MAUK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 03/22/2010 | ROBERTSON        | 1109 | 184  | 20102776 |
| 877610.020      | FLOYD N & MARJORIE F BROWN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 11/08/2010 | ROBERTSON        | 1121 | 619  | 20105209 |
| 877610.023      | MAP2004-OK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/10/2010 | ROBERTSON        | 1122 | 572  | 20105403 |
| 877610.024      | TRIPLE CROWN ACQUISITIONS LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 05/28/2013 | ROBERTSON        | 1210 | 644  | 20133541 |
| 877610.025      | ARITA COSKEY HOUSER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 09/03/2013 | ROBERTSON        | 1218 | 557  | 20134950 |
| 877610.026      | JOHN A COSKEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 560  | 20134953 |
| 877610.027      | COSKEY FAMILY LIVING TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 08/30/2013 | ROBERTSON        | 1218 | 535  | 20134936 |
| 877610.028      | CHARLOTTE DILBECK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 539  | 20134939 |
| 877610.029      | JAMES WALTER LANNING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 478  | 20134921 |
| 877610.030      | MICHAEL LEE LANNING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 477  | 20134920 |
| 877610.031      | KATHLEEN A MEYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 10/02/2013 | ROBERTSON        | 1220 | 174  | 20135261 |
| 877610.032      | WILLIAM H DELANY JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 10/02/2013 | ROBERTSON        | 1220 | 181  | 20135249 |
| 877610.033      | JERRY BLACK, LIFE TENANT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 10/02/2013 | ROBERTSON        | 1220 | 152  | 20135242 |
| 877610.034      | PAUL BLACK, LIFE TENANT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 10/02/2013 | ROBERTSON        | 1220 | 154  | 20135243 |



**CERTIFIED COPY**  
 This is a true and correct copy of the original filed in Robertson County Clerk's Office  
 Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN ENCAN OIL & GAS (USA) INC. AND COVEY PARK OPERATING LLC EFFECTIVE APRIL 1, 2014

LEASES

Table with columns: ENCAN LEASE NO, LESSOR, LESSEE, LEASE DATE, RECORDING COUNTY, BOOK, PAGE, ENTRY. Contains lease details for ENCAN OIL & GAS (USA) INC.



CERTIFIED COPY This is a true and correct copy of the original filed in Robertson County Clerk's Office Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------------------|------|------|----------|
|                 | 62.89 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE WILLIAM MANN SURVEY, A-601, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 5, 1970, FROM MINNIE NEYLAND, LOU ILA CLUTE, LELA MAE COOK AND GERTRUDE WHITACRE TO JIMMIE LEA HERREN, RECORDED IN VOLUME 365, PAGE 710, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |            |                  |      |      |          |
| 884390.024      | REX RANDALL PAYNE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1572 | 590  | 00400293 |
| 884390.025      | LISA BOTELLO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 07/25/2013 | LEON             | 1572 | 527  | 00400272 |
| 884390.026      | JOY PAYNE SIMPSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 07/24/2013 | LEON             | 1572 | 623  | 00400305 |
| 884390.027      | DEBORAH VESTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 07/23/2013 | LEON             | 1572 | 635  | 00400310 |
| 884390.028      | JIMMY LEA PERRY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1574 | 146  | 00400577 |
| 884390.029      | VERONICA JEAN HOUGHTON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1574 | 135  | 00400571 |
| 884390.030      | JOY PATRICIA HUMPHREY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1574 | 137  | 00400572 |
| 884393.006      | FAY MARTIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/19/2010 | LEON             | 1458 | 226  | 00376609 |
| 884393.011      | FRED KENNETH NEWBERRY JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 09/25/2010 | LEON             | 1460 | 205  | 00377130 |
| 884393.012      | WINSTON EVANS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 09/19/2010 | LEON             | 1459 | 124  | 00376844 |
| 884393.041      | DONALD R OSBORNE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 04/12/2013 | LEON             | 1559 | 553  | 00397695 |
| 884393.042      | RICHARD L OSBORNE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 04/12/2013 | LEON             | 1559 | 556  | 00397696 |
| 884393.043      | VIRGINIA R WOOLETT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 04/12/2013 | LEON             | 1559 | 562  | 00397699 |
| 884393.044      | JIMMY C GARNER ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 04/03/2013 | LEON             | 1567 | 901  | 00397354 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN JIMMY C GARNER ET UX, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |            |                  |      |      |          |
|                 | 80.00 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM MANN SURVEY, A-598, LEON COUNTY, TEXAS, DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 26, 2004, FROM MATTHEW BRIAN GARNER TO JIMMY C. GARNER AND PAM GARNER, RECORDED IN VOLUME 1188, PAGE 808 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |            |                  |      |      |          |
|                 | 80.00 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM MANN SURVEY, A-598, LEON COUNTY, TEXAS, DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JULY 23, 2004, FROM CINDY ANN ORNELAS TO JIMMY C. GARNER AND PAM GARNER, RECORDED IN VOLUME 1179, PAGE 478 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |            |                  |      |      |          |
|                 | 0.73 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM MANN SURVEY, A-601, LEON COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 3, 2003, FROM CLYDE EUGENE ROBERTS AND LINDA ROBERTS TO MATTHEW BRIAN GARNER, RECORDED IN VOLUME 1153, PAGE 744 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |            |                  |      |      |          |
| 884393.045      | WILLIAM R BITNER SR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 05/09/2013 | LEON             | 1567 | 564  | 00399243 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN WILLIAM R BITNER SR, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |            |                  |      |      |          |
|                 | 146.796 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE F. C. BOOKER SURVEY, A-64, LEON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM STUART L. BATTARBEE AND JOYCE E. BATTARBEE TO STUART L. BATTARBEE AND JOYCE E. BATTARBEE REVOCABLE LIVING TRUST DATED JUNE 2, 2004, AND RECORDED IN VOLUME 1175, PAGE 261, OF THE DEED RECORDS OF LEON COUNTY, TEXAS, AND ALSO DESCRIBED AS TWO TRACTS BEING 73.00 ACRES, MORE OR LESS, AND 75.00 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MINERAL DEED DATED MARCH 10, 1929, FROM J. L. HAYNES AND WIFE, BETTIE HAYNES TO J. N. BALLARD AND RECORDED IN VOLUME 72, PAGE 363, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                        |                            |            |                  |      |      |          |
| 884393.046      | JACQUELINE KELLY HODGES DEORNELLAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 05/21/2013 | LEON             | 1567 | 611  | 00399255 |
|                 | JESSIE ROSS HOLT INDIV & AS SOLE OWNER OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |            |                  |      |      |          |
| 884393.048      | JRH INV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 07/14/2013 | LEON             | 1561 | 670  | 00398063 |
| 884393.049      | DELBERT LEE KARNEI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 06/25/2013 | LEON             | 1569 | 226  | 00399620 |
| 884393.050      | CINDY ANN ORNELAS ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 07/17/2013 | LEON             | 1572 | 587  | 00400292 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN CINDY ANN ORNELAS ET VIR, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |            |                  |      |      |          |
|                 | 80.00 ACRES OF LAND, MORE OR LESS, OUT OF THE WM. MANN SURVEY, A-598, LEON COUNTY, TEXAS, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED NOVEMBER 26, 1966, FROM REBA NEYLAND TO REBA FEROL MOORE AND RECORDED IN VOLUME 348, PAGE 50, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |            |                  |      |      |          |
| 884393.051      | DAVID LLOYD MURFF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 07/23/2013 | LEON             | 1572 | 577  | 00400288 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN DAVID LLOYD MURFF, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |            |                  |      |      |          |
|                 | 29.993 ACRES OF LAND, MORE OR LESS, OUT OF THE J. RAMSHAY SURVEY, A-735, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED APRIL 26, 1982, FROM WILLIAM THOMAS BOWLES TO THE VETERANS LAND BOARD OF TEXAS AND RECORDED IN VOLUME 520, PAGE 101, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |            |                  |      |      |          |
|                 | 34.00 ACRES OF LAND, MORE OR LESS, OUT OF THE J. RAMSHAY SURVEY, A-735, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED OCTOBER 9, 1971, FROM BONNER MURFF AND LLOYD MURFF TO O.C. JORDAN, JR., RECORDED IN VOLUME 372, PAGE 539, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |            |                  |      |      |          |
| 884393.052      | JACQUELINE CHRIST ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 07/23/2013 | LEON             | 1574 | 126  | 00400567 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN JACQUELINE CHRIST ET VIR, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |            |                  |      |      |          |
|                 | 29.993 ACRES OF LAND, MORE OR LESS, OUT OF THE J. RAMSHAY SURVEY, A-735, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED APRIL 26, 1982, FROM WILLIAM THOMAS BOWLES TO THE VETERANS LAND BOARD OF TEXAS AND RECORDED IN VOLUME 520, PAGE 101, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |            |                  |      |      |          |
|                 | 34.00 ACRES OF LAND, MORE OR LESS, OUT OF THE J. RAMSHAY SURVEY, A-735, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED OCTOBER 9, 1971, FROM BONNER MURFF AND LLOYD MURFF TO O.C. JORDAN, JR., RECORDED IN VOLUME 372, PAGE 539, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |            |                  |      |      |          |
| 884393.053      | DONALD RAY WADSWORTH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1574 | 167  | 00400586 |
| 884393.054      | LARRY PAYNE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1574 | 144  | 00400576 |
| 884393.055      | SANDRA WILLIAMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1574 | 169  | 00400587 |
| 884393.056      | TOM HOKE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 07/25/2013 | LEON             | 1572 | 556  | 00400281 |
| 884393.057      | JASPER BARRETT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 580  | 00400962 |
| 884393.058      | LARRY AND DONNA SWANSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 08/30/2013 | LEON             | 1576 | 596  | 00400970 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN LARRY AND DONNA SWANSON, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |            |                  |      |      |          |
|                 | 146.796 ACRES OF LAND, MORE OR LESS, SITUATED IN THE F. C. BOOKER SURVEY, A-64, LEON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM STUART L. BATTARBEE AND WIFE, JOYCE E. BATTARBEE, TO STUART L. BATTARBEE AND JOYCE E. BATTARBEE REVOCABLE LIVING TRUST, DATED JUNE 2, 2004, AND RECORDED IN VOLUME 1175, PAGE 261, OF THE OFFICIAL PUBLIC RECORDS OF LEON COUNTY, TEXAS AND ALL BEING DESCRIBED AS ALL THE FIRST TRACT AND SECOND TRACT IN THAT CERTAIN MINERAL CONVEYANCE DEED DATED MAY 10, 1929, FROM J. L. HAYNES AND WIFE, BETTIE HAYNES TO J. N. BALLARD AND RECORDED IN VOLUME 72, PAGE 363, DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                  |                            |            |                  |      |      |          |
| 884393.059      | L L MURFF INTERESTS LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 08/30/2013 | LEON             | 1576 | 594  | 00500969 |
| 884393.060      | JOHN ROSS MURFF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 07/23/2013 | LEON             | 1572 | 580  | 00400289 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN JOHN ROSS MURFF, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |            |                  |      |      |          |
|                 | 29.993 ACRES OF LAND, MORE OR LESS, OUT OF THE J. RAMSHAY SURVEY, A-735, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED APRIL 26, 1982, FROM WILLIAM THOMAS BOWLES TO THE VETERANS LAND BOARD OF TEXAS AND RECORDED IN VOLUME 520, PAGE 101, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |            |                  |      |      |          |
|                 | 34.00 ACRES OF LAND, MORE OR LESS, OUT OF THE J. RAMSHAY SURVEY, A-735, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN A DEED DATED OCTOBER 9, 1971, FROM BONNER MURFF AND LLOYD MURFF TO O.C. JORDAN, JR., RECORDED IN VOLUME 372, PAGE 539, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |            |                  |      |      |          |
| 884395.025      | DIXIE LEE SMITH WRIGHT ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 06/03/2013 | LEON             | 1567 | 596  | 00399252 |
|                 | <b>LESS &amp; EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN DIXIE LEE SMITH WRIGHT ET VIR, LESSOR, AND ENCANA OIL &amp; GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |            |                  |      |      |          |
|                 | 20.00 ACRES OF LAND, MORE OR LESS, PART OF THE ALPHONZ STEEL SURVEY, A-830, LEON COUNTY, TEXAS, AND BEING A PART OF A 100.00 ACRE TRACT DESCRIBED AS THE SECOND TRACT IN THAT CERTAIN CORRECTION DEED DATED AUGUST 10, 1965, FROM J. OTIS SMITH AND WIFE, DIXIE O. SMITH TO BENTON SPEER, RECORDED IN VOLUME 328, PAGE 716, OF THE DEED RECORDS OF LEON COUNTY, TEXAS; SAVE & EXCEPT: 80.00 ACRES OF LAND, MORE OR LESS, PART OF THE ALPHONZ STEEL SURVEY, A-830, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 14, 1979, FROM BENTON SPEER AND WIFE, BILLIE SPEER TO MICHAEL A. SPEER AND WIFE, BETTY J. SPEER, RECORDED IN VOLUME 470, PAGE 344, OF THE DEED RECORDS OF LEON COUNTY, TEXAS, LEAVING 20.00 ACRES OF LAND, MORE OR LESS. |                            |            |                  |      |      |          |
|                 | 80.00 ACRES OF LAND, MORE OR LESS, PART OF THE ALPHONZ STEEL SURVEY, A-830, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 14, 1979, FROM BENTON SPEER AND WIFE, BILLIE SPEER TO MICHAEL A. SPEER AND WIFE, BETTY J. SPEER, RECORDED IN VOLUME 470, PAGE 344, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |            |                  |      |      |          |



**CERTIFIED COPY**  
This is a true and correct  
copy of the original filed in  
Robertson County Clerk's Office  
Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------------------|------|------|----------|
|                 | 155.17 ACRES OF LAND, MORE OR LESS, PART OF JOSEPH STRAITMATTER SURVEY, A-826, AND THE M. M. KINNARD SURVEY, A-473, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE FIRST PARCEL OF THE FIRST TRACT IN THAT CERTAIN CORRECTION DEED DATED AUGUST 10, 1965, FROM OTIS J. SMITH AND WIFE, DIXIE O. SMITH TO BENTON SPEER AND RECORDED IN VOLUME 328, PAGE 716, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |            |                  |      |      |          |
|                 | 40.00 ACRES OF LAND, MORE OR LESS, PART OF THE J. C. ALLISON SURVEY, A-1325, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS THE NORTH ONE-HALF (1/2) OF THE J. C. ALLISON SURVEY OF 80.00 ACRES AS DESCRIBED IN A PATENT DATED JANUARY 4, 1910, FROM THE STATE OF TEXAS TO R. M. WINN AND R. A. WINN AS ASSIGNEES OF J. C. ALLISON AND RECORDED IN VOLUME 28, PAGE 629 OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |            |                  |      |      |          |
|                 | 705.55 ACRES OF LAND, MORE OR LESS, BEING PART OF THE T.C.R.R. COMPANY SURVEY, A-1163, THE PEDRO PEREIRA JOSÉ DE JESUS AND MARINO GRANDE SURVEY, A-17, AND THE H. CRENSHAW SURVEY, A-178, LEON COUNTY, TEXAS, AND BEING ALL OF THE 740.05 ACRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED SEPTEMBER 19, 1966 FROM R. A. WINN AND WIFE, DONNA WINN TO DIXIE OZELLE SMITH AND RECORDED IN VOLUME 340, PAGE 1, OF THE DEED RECORDS OF LEON COUNTY, TEXAS; SAVE & EXCEPT: 34.50 ACRES OF LAND, MORE OR LESS, PART OF THE T.C.R.R. COMPANY SURVEY, A-1163, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 10, 1941, FROM R. A. WINN AND WIFE, DONNA WINN TO JOHN SHARP AND RECORDED IN VOLUME 124, PAGE 92, OF THE DEED RECORDS OF LEON COUNTY, TEXAS. LEAVING 705.55 ACRES OF LAND, MORE OR LESS, CONTAINED HEREIN.                                                                                                                                                                                                                                                                                                                                                                                                               |                            |            |                  |      |      |          |
|                 | 113.50 ACRES OF LAND, MORE OR LESS, PART OF JOSHUA TOWNSEND SURVEY, A-868, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DATED DECEMBER 6, 1943, FROM JOHN Q. MCADAMS, BANKING COMMISSIONER OF TEXAS AS RECEIVER FOR THE FIRST STATE BANK, MARQUEZ, LEON COUNTY, TEXAS TO MRS. DIXIE OZELLE SMITH AND RECORDED IN VOLUME 130, PAGE 412, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |            |                  |      |      |          |
|                 | 29.50 ACRES OF LAND, MORE OR LESS, PART OF THE JOSHUA TOWNSEND SURVEY, A-868, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 24.50 ACRES AND 5.00 ACRES ADJOINING THE 24.50 ACRES ON THE NORTH, SAID 24.50 ACRES DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN DEED DATED JANUARY 29, 1941, FROM GUS LANIER AND WIFE, DAISY LANIER TO J. OTIS SMITH AND RECORDED IN VOLUME 122, PAGE 370, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |            |                  |      |      |          |
|                 | 78.05 ACRES OF LAND, MORE OR LESS, PART OF THE JACOB STEPHENS SURVEY, A-781, LEON COUNTY, TEXAS, AND BEING PART OF 86.50 ACRE TRACT DESCRIBED AS THE FIRST TRACT IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 28, 1940, FROM SIDNEY WINN ET AL TO WALTON WINN AND RECORDED IN VOLUME 125, PAGE 393, OF THE DEED RECORDS OF LEON COUNTY, TEXAS; SAVE & EXCEPT: 8.45 ACRES OF LAND, MORE OR LESS, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED FEBRUARY 19, 1943 FROM R. A. WINN AND WIFE, DONNA WINN TO J. OTIS SMITH AND RECORDED IN VOLUME 128, PAGE 603, OF THE DEED RECORDS OF LEON COUNTY, TEXAS. LEAVING 78.05 ACRES OF LAND, MORE OR LESS CONTAINED HEREIN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |            |                  |      |      |          |
|                 | 80.00 ACRES OF LAND, MORE OR LESS, PART OF THE ALBERT T. SEALE SURVEY, A-1120, LEON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS SECOND TRACT IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 3, 1940, FROM SIDNEY WINN ET AL TO WELTON WINN AND RECORDED IN VOLUME 125, PAGE 393, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |            |                  |      |      |          |
| 884395.026      | JOHN WILSON WINN ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 09/04/2013 | LEON             | 1576 | 639  | 00400990 |
| 884397.000      | H B CARRINGTON ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 08/09/2010 | LEON             | 1458 | 880  | 00376795 |
| 884398.011      | MARGARET WILKENS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 03/26/2013 | LEON             | 1557 | 848  | 00397339 |
| 884398.012      | MICHAEL WILKENS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 03/26/2013 | LEON             | 1557 | 852  | 00397340 |
| 884398.013      | SUSAN FOSTER BACK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 08/16/2013 | LEON             | 1574 | 124  | 00400566 |
| 884398.014      | MARGARET B PALM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 08/14/2013 | LEON             | 1576 | 598  | 00400971 |
| 884398.015      | KATHERINE FOSTER COLEMAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1578 | 729  | 00401345 |
| 884404.005      | DAVID BRUCE DOBBS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 04/19/2013 | LEON             | 1557 | 867  | 00397344 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN DAVID BRUCE DOBBS, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |            |                  |      |      |          |
|                 | 141.37 ACRES OF LAND, ML, BEING PART OF THE LEROY BOULWARE SVY, A-127, LEON COUNTY, TEXAS, AND BEING 200.00 ACRES DESCRIBED AS THE FIRST TRACT OF 50 ACRES AND THE SECOND TRACT OF 150 ACRES IN A WARRANTY DEED DATED OCTOBER 5, 1957, FROM DELMER WILLS AND WIFE, IZABELLE SILLS TO ELVIE DEE DOBBS AND WIFE, VIRGIE DEE DOBBS, RECORDED IN VOL 250, PG 403, OF THE DEED RECORDS OF LEON COUNTY, TEXAS; SAVE AND EXCEPT 29.43 ACRES OF LAND, ML, BEING THE SAME LANDS DESCRIBED IN A WARRANTY DEED DATED JANUARY 18, 1913, FROM EDMOND WINN AND WIFE, DEE WINN TO ALVAH JONES, RECORDED IN VOL 33, PG 424, OF THE DEED RECORDS OF LEON COUNTY, TEXAS, SAVE AND EXCEPT 7.4 ACRES, ML, BEING THE SAME LANDS DESCRIBED IN A WARRANTY DEED DATED DECEMBER 31, 1906, FROM ED WINN TO ROBERT M WINN, RECORDED IN VOL 33, PG 422, DEED RECORDS OF LEON COUNTY, TEXAS, AND SAVE AND EXCEPT 8.40 ACRES OF LAND, ML, BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED DECEMBER 31, 1906, FROM ED WILL TO ALVA JONES, RECORDED IN VOL 33, PG 423, DEED RECORDS, LEON COUNTY, TEXAS; AND SAVE AND EXCEPT 13.40 ACRES OF LAND, ML, BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED DATED DECEMBER 7, 1909, FROM EDWIN WINN TO R M WINN RECORDED IN VOL 31, PG 526, DEED RECORDS, LEON COUNTY, TEXAS. |                            |            |                  |      |      |          |
| 884408.001      | DOUGLAS W HISER ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 08/13/2010 | LEON             | 1458 | 627  | 00376722 |
| 884408.002      | JUDY ANN WYLLIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 08/12/2010 | LEON             | 1459 | 884  | 00377064 |
| 884409.000      | DECHERD L JOHNSON JR ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 08/18/2010 | LEON             | 1458 | 618  | 00376720 |
| 884411.017      | MONTA J DUNN INDIV AND AS TRUSTEE FOR J I DUNN TR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 08/20/2013 | LEON             | 1576 | 630  | 00400986 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN MONTA J DUNN INDIV AND AS TRUSTEE FOR J I DUNN TR, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |            |                  |      |      |          |
|                 | 173.49 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE W. P. EVANS SURVEY, A-259, LEON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED FEBRUARY 28, 2002, FROM R. B. THOMPSON AND WIFE, TERESA A. RUDELL, RECORDED IN VOLUME 1108, PAGE 114, OF THE OFFICIAL RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |            |                  |      |      |          |
|                 | 323.31 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE MCKINNEY & WILLIAMS SURVEY, A-621 OF LEON COUNTY, TEXAS, AND BEING THE SAME LAND CALLED 325.25 ACRES IN THAT CERTAIN WARRANTY DEED DATED JUNE 11, 1998, FROM TOM G. HOLMES TO RODNEY RUDELL AND WIFE, TERESA RUDELL, RECORDED IN VOLUME 997, PAGE 743, OF THE OFFICIAL RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |            |                  |      |      |          |
| 884416.000      | PHYLLIS C MILLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 07/12/2010 | ROBERTSON        | 1124 | 336  | 20110116 |
| 884419.001      | ROGER K LAMBERTUS ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 09/27/2010 | LEON             | 1458 | 350  | 00376645 |
| 884420.020      | JOHN F POPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 05/20/2013 | LEON             | 1567 | 522  | 00399232 |
| 884420.021      | YVETTE PERKINS PRICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 05/14/2013 | LEON             | 1567 | 531  | 00399234 |
| 884420.022      | RUTH PERKINS JACKSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 05/14/2013 | LEON             | 1567 | 577  | 00399247 |
| 884420.023      | EVA PERKINS WASHINGTON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 05/14/2013 | LEON             | 1567 | 574  | 00399246 |
| 884420.024      | RENITA TURNER COLEMAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 06/29/2013 | LEON             | 1569 | 212  | 00399613 |
| 884420.025      | SPENCER AUSTIN JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 224  | 00399619 |
| 884420.026      | LINDA H LEE ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 208  | 00399610 |
| 884420.027      | ROBERT HIGGINS ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 222  | 00399618 |
| 884420.028      | BARBARA A GRAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1567 | 218  | 00399616 |
| 884420.029      | DONALD COOPER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 05/30/2013 | LEON             | 1567 | 640  | 00399262 |
| 884420.030      | VENETTA D LUSK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1572 | 571  | 00400285 |
| 884420.031      | VERDIE D LUSK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1572 | 573  | 00400286 |
| 884420.032      | SAUNDRA MCNEARY ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 220  | 00399617 |
| 884420.033      | SHARON W TURNER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 208  | 00399611 |
| 884420.034      | RODERICK B TURNER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 210  | 00399612 |
| 884420.035      | CYNTHIA SHEPARD ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1569 | 216  | 00399615 |
| 884420.036      | DEBRA K ROBINSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1572 | 613  | 00400300 |
| 884420.037      | ROBERT TURNER III                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1572 | 633  | 00440039 |
| 884420.038      | BRENDA WALTON ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 06/28/2013 | LEON             | 1568 | 214  | 00399614 |
| 884426.000      | THOMAS E PHILLIPS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 09/01/2010 | ROBERTSON        | 1117 | 585  | 20104440 |
| 884433.001      | WILLIAM A HENNARD ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 08/17/2005 | LEON             | 1222 | 501  | 00323867 |



**CERTIFIED COPY**  
This is a true and correct  
copy of the original filed in  
Robertson County Clerk's Office  
Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                        | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|-------------------------------|----------------------------|------------|------------------|------|------|----------|
| 884433.002      | VIRGINIA RICHNOW              | ENCANA OIL & GAS (USA) INC | 08/17/2005 | LEON             | 1460 | 333  | 00377166 |
| 884433.003      | DOROTHY YVONNE MOORE          | ENCANA OIL & GAS (USA) INC | 08/22/2005 | LEON             | 1460 | 472  | 00377205 |
| 884433.007      | JANICE TURNER                 | ENCANA OIL & GAS (USA) INC | 04/19/2013 | LEON             | 1569 | 201  | 00399609 |
| 884439.002      | SANDRA HAYES                  | ENCANA OIL & GAS (USA) INC | 08/31/2010 | LEON             | 1458 | 451  | 00376673 |
| 884439.003      | BETTY BUMPURS                 | ENCANA OIL & GAS (USA) INC | 11/21/2011 | LEON             | 1497 | 129  | 00385574 |
| 884439.004      | RICHARD HAMMOND               | ENCANA OIL & GAS (USA) INC | 11/21/2011 | LEON             | 1497 | 132  | 00385575 |
| 884461.003      | GUSTAV DONALD JUD             | ENCANA OIL & GAS (USA) INC | 06/09/2008 | LEON             | 1458 | 308  | 00376632 |
| 884461.004      | AUSTIN DONALD JUD             | ENCANA OIL & GAS (USA) INC | 06/09/2008 | LEON             | 1388 | 369  | 00365669 |
| 884461.005      | CHARLOTTE A JUD               | ENCANA OIL & GAS (USA) INC | 06/09/2008 | LEON             | 1458 | 520  | 00376692 |
| 884461.009      | ROBERT PAUL TETEN JR          | RAM ENERGY INC             | 07/06/2005 | LEON             | 1221 | 225  | 00323598 |
| 884461.009      | WILLIAM THORTON TETEN         | RAM ENERGY INC             | 07/06/2005 | LEON             | 1221 | 234  | 00323600 |
| 884461.025      | MORRIS LAZY K RANCH ET AL     | ENCANA OIL & GAS (USA) INC | 04/10/2013 | LEON             | 1561 | 648  | 00398058 |
| 884461.026      | ALICE LEE STANDEVEN           | ENCANA OIL & GAS (USA) INC | 08/21/2013 | LEON             | 1576 | 590  | 00400967 |
| 884461.027      | RUTH E HODGES WALLACE         | ENCANA OIL & GAS (USA) INC | 08/22/2013 | LEON             | 1576 | 633  | 00400987 |
| 884483.001      | VERNON E HANCOCK              | ENCANA OIL & GAS (USA) INC | 11/05/2010 | ROBERTSON        | 1123 | 663  | 20110024 |
| 884483.002      | ROBERT L HANCOCK              | ENCANA OIL & GAS (USA) INC | 11/05/2010 | ROBERTSON        | 1123 | 668  | 20110025 |
| 884499.001      | GENA SUE NEWSOM DICKSON       | ENCANA OIL & GAS (USA) INC | 12/28/2010 | LEON             | 1469 | 86   | 00379229 |
| 884499.002      | CHARLIE BOB NEWSOM            | ENCANA OIL & GAS (USA) INC | 12/28/2010 | LEON             | 1462 | 241  | 00377636 |
| 887207.001      | RICHARD A GEORGE TRUST        | ENCANA OIL & GAS (USA) INC | 12/29/2009 | ROBERTSON        | 1096 | 389  | 20100396 |
| 887207.003      | CAROL MARIE GEORGE TRUST      | ENCANA OIL & GAS (USA) INC | 12/29/2009 | ROBERTSON        | 1096 | 392  | 20100397 |
| 887207.004      | JOYCE ANN GEORGE TRUST        | ENCANA OIL & GAS (USA) INC | 12/29/2009 | ROBERTSON        | 1096 | 395  | 20100398 |
| 887207.006      | MICHAEL GOLLOB                | ENCANA OIL & GAS (USA) INC | 01/04/2010 | ROBERTSON        | 1096 | 404  | 20100401 |
| 887207.007      | ANGEL SALEH IND & CO-EXECUTOR | ENCANA OIL & GAS (USA) INC | 01/04/2010 | ROBERTSON        | 1096 | 407  | 20100402 |
| 887207.008      | JAMES W MCDONALD              | ENCANA OIL & GAS (USA) INC | 08/12/2010 | ROBERTSON        | 1124 | 330  | 20110115 |
| 887207.009      | PATRICIA JANE KORKMAS         | ENCANA OIL & GAS (USA) INC | 11/15/2010 | ROBERTSON        | 1121 | 604  | 20105203 |
| 887207.010      | RAYMOND GENE KORKMAS          | ENCANA OIL & GAS (USA) INC | 11/15/2010 | ROBERTSON        | 1122 | 568  | 20105401 |
| 887208.001      | CIRCLE M RANCH LTD            | ENCANA OIL & GAS (USA) INC | 01/15/2010 | ROBERTSON        | 1096 | 413  | 20100404 |
| 887208.002      | SAM HALE MORRIS               | ENCANA OIL & GAS (USA) INC | 01/25/2011 | ROBERTSON        | 1131 | 412  | 20111322 |
| 887208.003      | BERNICE MCBRIDE               | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1129 | 416  | 20111049 |
| 887208.004      | J T MCBRIDE                   | ENCANA OIL & GAS (USA) INC | 01/25/2011 | ROBERTSON        | 1129 | 412  | 20111048 |
| 887208.005      | PATRICIA DOOLEY SCHNELL       | ENCANA OIL & GAS (USA) INC | 01/25/2011 | ROBERTSON        | 1129 | 400  | 20111045 |
| 887208.006      | PHILIP M DOOLEY               | ENCANA OIL & GAS (USA) INC | 01/25/2011 | ROBERTSON        | 1129 | 392  | 20111043 |
| 887208.007      | THELMA MCBRIDE MOORE          | ENCANA OIL & GAS (USA) INC | 01/05/2011 | ROBERTSON        | 1128 | 562  | 20110893 |
| 887208.008      | WILLIAM MAXWELL MCBRIDE       | ENCANA OIL & GAS (USA) INC | 01/05/2011 | ROBERTSON        | 1129 | 396  | 20111044 |
| 887208.009      | VIRGINIA MCBRIDE              | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1128 | 546  | 20110889 |
| 887208.010      | STANLEY MCBRIDE               | ENCANA OIL & GAS (USA) INC | 01/05/2011 | ROBERTSON        | 1128 | 550  | 20110890 |
| 887208.011      | MARGE MCBRIDE BOMAR           | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1128 | 558  | 20110892 |
| 887208.012      | CHRISTINE M RUSSELL           | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1128 | 554  | 20110891 |
| 887208.013      | RHONDA DOOLEY                 | ENCANA OIL & GAS (USA) INC | 03/18/2011 | ROBERTSON        | 1133 | 86   | 20111638 |
| 887208.014      | PAULA L DOOLEY                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 90   | 20111639 |
| 887208.015      | PAIGE FRANKS BAMBERG          | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 82   | 20111637 |
| 887208.016      | JOE W OWEN                    | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 94   | 20111640 |
| 887208.017      | BOBBY LEE OWEN                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 106  | 20111643 |
| 887208.019      | PATRICIA OWEN MINTER          | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 114  | 20111645 |
| 887208.020      | JAMES M OWEN                  | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 98   | 20111641 |
| 887208.021      | ELLIOTT G OWEN                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 110  | 20111644 |
| 887208.022      | THEO DWIGHT OWEN              | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 102  | 20111642 |
| 887208.023      | NANCY FRANKS SEBESTA          | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 122  | 20111647 |
| 887208.024      | ALPHA O DOOLEY LIFE TENANT    | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 126  | 20111648 |
| 887208.025      | C J CRISP                     | ENCANA OIL & GAS (USA) INC | 03/24/2011 | ROBERTSON        | 1133 | 130  | 20111649 |
| 887208.026      | FRANCES OWEN REID             | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 118  | 20111646 |
| 887208.027      | DEBRA DOOLEY SALCIDO          | ENCANA OIL & GAS (USA) INC | 03/29/2011 | ROBERTSON        | 1133 | 775  | 20111792 |
| 887208.028      | KENNETH D OWEN                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 767  | 20111790 |
| 887208.029      | SIDNEY MORRIS JR              | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 763  | 20111789 |
| 887208.030      | JAMES L CARTER                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 771  | 20111791 |
| 887208.031      | GARY W MCBRIDE                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1133 | 779  | 20111793 |
| 887208.032      | NORMA JEAN MCBRIDE            | ENCANA OIL & GAS (USA) INC | 01/25/2011 | ROBERTSON        | 1129 | 404  | 20111046 |
| 887208.033      | RAY MCBRIDE                   | ENCANA OIL & GAS (USA) INC | 01/25/2011 | ROBERTSON        | 1129 | 408  | 20111047 |
| 887208.034      | YVONNE DOOLEY MCKAY           | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1136 | 219  | 20112218 |
| 887208.035      | JAMES A FRANKS                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1139 | 187  | 20112707 |
| 887208.036      | TERESA FRANKS WARNER          | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1139 | 195  | 20112709 |
| 887208.037      | HOMER E FRANKS                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1139 | 191  | 20112708 |
| 887208.038      | BILLY ROBERT MCBRIDE          | ENCANA OIL & GAS (USA) INC | 05/04/2011 | ROBERTSON        | 1143 | 189  | 20113397 |
| 887208.039      | ROGER D DOOLEY                | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1143 | 196  | 20113399 |
| 887208.040      | BETSY CRISP HENSLEE           | ENCANA OIL & GAS (USA) INC | 07/13/2011 | ROBERTSON        | 1143 | 200  | 20113390 |
| 887208.041      | JAMES ROBERT FRANKS           | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1146 | 345  | 20114009 |
| 887208.042      | SIDNEY JOE HOFFMAN            | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1147 | 658  | 20114332 |
| 887208.043      | KIMBERLY KAY HOFFMAN ACHILLES | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1147 | 38   | 20114149 |
| 887208.044      | JAMES SIDNEY MORRIS           | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1147 | 22   | 20114142 |
| 887208.045      | JUDY HOFFMAN GASPARD          | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1150 | 397  | 20114842 |
| 887208.046      | CURTIS W HOFFMAN JR           | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1150 | 401  | 20114843 |
| 887208.047      | JERRY M HOFFMAN               | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1149 | 264  | 20114639 |
| 887208.048      | ROY A MCBRIDE                 | ENCANA OIL & GAS (USA) INC | 03/28/2011 | ROBERTSON        | 1150 | 393  | 20114841 |
| 887208.049      | RANDY LAYNE DOOLEY            | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1150 | 389  | 20114840 |
| 887208.050      | RANDY LEE HOFFMAN             | ENCANA OIL & GAS (USA) INC | 11/16/2011 | ROBERTSON        | 1154 | 109  | 20115666 |
| 887208.051      | MITCHAL R MCBRIDE             | ENCANA OIL & GAS (USA) INC | 09/16/2011 | ROBERTSON        | 1158 | 414  | 20120465 |
| 887208.052      | RONALD A MCBRIDE              | ENCANA OIL & GAS (USA) INC | 07/12/2012 | ROBERTSON        | 1179 | 329  | 20124178 |
| 887208.053      | PATRICIA MCBRIDE POPE         | ENCANA OIL & GAS (USA) INC | 07/12/2012 | ROBERTSON        | 1183 | 686  | 20124978 |
| 887208.054      | RAYMOND G MCBRIDE             | ENCANA OIL & GAS (USA) INC | 10/12/2012 | ROBERTSON        | 1186 | 626  | 20126416 |
| 887216.001      | ALMA LYNN BANE                | ENCANA OIL & GAS (USA) INC | 01/08/2010 | ROBERTSON        | 1098 | 58   | 20100705 |
| 887216.002      | NANCY CAROL RAWLS             | ENCANA OIL & GAS (USA) INC | 10/08/2010 | ROBERTSON        | 1118 | 356  | 20104574 |



EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN ENCANA OIL & GAS (USA) INC. AND COVEY PARK OPERATING LLC EFFECTIVE APRIL 1, 2014

LEASES

Table with columns: ENCA/LEASE NO, LESSOR, LESSEE, LEASE DATE, RECORDING COUNTY, BOOK, PAGE, ENTRY. Lists lease details for various parties including Charles Cude, Rose Oldham Miller, etc.



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EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------------------|------|------|----------|
| 889120.000      | JANET PALERMO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 04/12/2013 | ROBERTSON        | 1207 | 578  | 20132904 |
| 889121.001      | LINDA LOONEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 04/24/2013 | LEON             | 1559 | 549  | 00397694 |
| 889121.002      | GRADY H GLASS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 04/23/2013 | LEON             | 1561 | 662  | 00398061 |
| 889121.003      | JERI LYNN TURNER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 04/24/2013 | LEON             | 1561 | 658  | 00398060 |
| 889121.004      | JERRY W BURT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 05/21/2013 | LEON             | 1567 | 587  | 00399250 |
| 889121.005      | LINDA BURT WILSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 05/23/2013 | LEON             | 1567 | 583  | 00399249 |
| 889121.006      | JANET A JONES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 05/13/2013 | LEON             | 1569 | 197  | 00399608 |
| 889121.007      | PEGGY L SAYLOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 05/21/2013 | LEON             | 1567 | 624  | 00399258 |
| 889121.008      | RANDALL E MALOUF ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 08/08/2013 | LEON             | 1574 | 139  | 00400573 |
| 889122.000      | CLYDE DALE SANDERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 04/19/2013 | ROBERTSON        | 1207 | 577  | 20132903 |
| 889125.001      | MARY GRACE FARRIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 05/15/2013 | LEON             | 1567 | 548  | 00399239 |
| 889125.002      | RICHARD HARDY SEALE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 05/15/2013 | LEON             | 1567 | 556  | 00399241 |
| 889125.003      | GLENDA M SEALE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 05/15/2013 | LEON             | 1567 | 552  | 00399240 |
| 889127.000      | DRUEY LEE GRIMES ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 05/15/2013 | LEON             | 1567 | 591  | 00399251 |
| 889129.001      | FRANK B MANDOLA ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 05/09/2013 | LEON             | 1567 | 571  | 00399245 |
| 889129.002      | LUKE B MANDOLA ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 05/09/2013 | LEON             | 1567 | 519  | 00399231 |
| 889129.003      | ROSA L STOCKARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 05/14/2013 | LEON             | 1567 | 620  | 00399257 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN ROSA L STOCKARD, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>43.00 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE LEROY BOULWARE SURVEY, A-126, LEON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE FIRST TRACT IN THAT CERTAIN WARRANTY DEED DATED JULY 30, 1971, FROM GWEN G. STOCKARD AND WIFE, ROSA LUCILLE STOCKARD TO R. E. SAMUEL, JR. AND VERNON G. BAUGH, AND RECORDED IN VOLUME 371, PAGE 418, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                             |                            |            |                  |      |      |          |
|                 | 63.333 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE LEROY BOULWARE SURVEY, A-126, LEON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE SECOND TRACT IN THAT CERTAIN WARRANTY DEED DATED JULY 30, 1971, FROM GWEN G. STOCKARD AND WIFE, ROSA LUCILLE STOCKARD TO R. E. SAMUEL, JR., AND VERNON G. BAUGH, AND RECORDED IN VOLUME 371, PAGE 418, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                   |                            |            |                  |      |      |          |
|                 | 120.00 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE LEROY BOULWARE SURVEY, A-127, LEON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE THIRD TRACT IN THAT CERTAIN WARRANTY DEED DATED JULY 30, 1971, FROM GWEN G. STOCKARD AND WIFE, ROSA LUCILLE STOCKARD TO R. E. SAMUEL, JR., AND VERNON G. BAUGH, AND RECORDED IN VOLUME 371, PAGE 418, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                    |                            |            |                  |      |      |          |
|                 | 160.00 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE J. P. COPELAND SURVEY, A-1005, LEON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS THE FOURTH TRACT IN THAT CERTAIN WARRANTY DEED DATED JULY 30, 1971, FROM GWEN G. STOCKARD AND WIFE, ROSA LUCILLE STOCKARD TO R. E. SAMUEL, JR., AND VERNON G. BAUGH, AND RECORDED IN VOLUME 371, PAGE 418, OF THE DEED RECORDS OF LEON COUNTY, TEXAS.                                                                                                                                                                                                                                                                                                                  |                            |            |                  |      |      |          |
|                 | 5.258 ACRES OF LAND, MORE OR LESS, A PART OF THE JOHN REID SURVEY, A-721, LEON COUNTY, TEXAS, BEING PART OF THAT CERTAIN 50.00 ACRES, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS THE SIXTH TRACT IN THAT CERTAIN WARRANTY DEED DATED JULY 30, 1971, FROM GWEN G. STOCKARD AND WIFE ROSA LUCILLE STOCKARD TO R. E. SAMUEL, JR. AND VERNON G. BAUGH, RECORDED IN VOLUME 371, PAGE 418, OF THE DEED RECORDS OF LEON COUNTY, TEXAS; LESS AND EXCEPT: 44.742 ACRES OF LAND, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN UNIT POOLING DECLARATION FOR THE ENCANA OIL & GAS (USA) INC., AMANDA ROSE UNIT, DATED SEPTEMBER 13, 2009 AND RECORDED IN VOLUME 1278, PAGE 729, OF THE OFFICIAL RECORDS OF LEON COUNTY, TEXAS. |                            |            |                  |      |      |          |
| 889131.001      | WILLIAM L LOTSPEICH III                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 05/16/2013 | LEON             | 1567 | 568  | 00399244 |
| 889131.002      | STEVE LOTSPEICH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 05/16/2013 | LEON             | 1567 | 545  | 00399238 |
| 889132.001      | BERTRAM O AND WANDA K RAMBY REV LIV TRUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 04/05/2013 | LEON             | 1567 | 507  | 00399228 |
| 889132.002      | RUTH LYNN ROGERS KROPP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 05/31/2013 | LEON             | 1567 | 647  | 00399264 |
| 889132.003      | JACQUELYN K ROGERS FLOYED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 05/31/2013 | LEON             | 1567 | 655  | 00399266 |
| 889132.004      | BETTY LOU ROGERS MITCHELL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 05/31/2013 | LEON             | 1567 | 651  | 00399265 |
| 889132.005      | CURTIS JOE SKAINS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 05/13/2013 | LEON             | 1569 | 168  | 00399601 |
| 889132.006      | BILLY RAY SKAINS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 05/31/2013 | LEON             | 1569 | 179  | 00399603 |
| 889132.007      | JOANN ROGERS UTZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 05/31/2013 | LEON             | 1567 | 636  | 00399261 |
| 889132.008      | JACK CLIFFORD WILLIAMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 05/31/2013 | LEON             | 1567 | 607  | 00399254 |
|                 | JESSE CHARLES JACKSON, INDIV & AS INDEP EXEC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 05/15/2013 | LEON             | 1567 | 580  | 00399242 |
| 889134.000      | CHARLES H PINTO ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 05/14/2013 | LEON             | 1567 | 538  | 00399236 |
| 889135.001      | WILLIAM H JAEGER ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 03/26/2013 | LEON             | 1556 | 577  | 00397104 |
| 889135.002      | RONALD E HALE ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 03/28/2013 | LEON             | 1556 | 583  | 00397106 |
| 889137.001      | RANDELL G OEHLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 05/15/2013 | LEON             | 1567 | 534  | 00399235 |
| 889137.002      | HARVEY OEHLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 05/17/2013 | LEON             | 1567 | 527  | 00399233 |
| 889137.003      | ROBERT LEE OEHLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1572 | 585  | 00400291 |
| 889139.001      | CAROLYN MARIE PETTEY INDV & TTEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 07/11/2013 | LEON             | 1572 | 592  | 00400294 |
| 889139.002      | FRANCINE A ROBINSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 05/06/2013 | LEON             | 1567 | 515  | 00399230 |
| 889140.001      | OSCAR C HART JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 05/28/2013 | LEON             | 1567 | 632  | 00399260 |
| 889140.002      | VIRGINIA M HART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 05/28/2013 | LEON             | 1567 | 628  | 00399259 |
| 889142.001      | BILLY P HILL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 06/19/2013 | LEON             | 1569 | 189  | 00399606 |
| 889142.002      | PATRICIA HILL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 06/14/2013 | LEON             | 1569 | 187  | 00399605 |
| 889143.001      | LINDA ARLENE MARTIN JOHNSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 07/01/2013 | LEON             | 1567 | 505  | 00399227 |
| 889145.001      | MARY ANN LUCAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 05/06/2013 | LEON             | 1561 | 666  | 00398062 |
| 889146.001      | JACK HODGES ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 07/12/2013 | LEON             | 1572 | 554  | 00400280 |
| 889147.001      | JOE DE GRAFFENRIED JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 07/15/2013 | ROBERTSON        | 1215 | 699  | 20134490 |
| 889147.002      | JOSEPH CLAUDE DE GRAFFENRIED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 07/15/2013 | ROBERTSON        | 1215 | 704  | 20134491 |
| 889147.003      | DIANNE DE GRAFFENRIED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 07/15/2013 | ROBERTSON        | 1215 | 694  | 20134489 |
| 889147.004      | WILLIAM DE GRAFFENRIED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 07/15/2013 | ROBERTSON        | 1215 | 709  | 20134492 |
| 889147.005      | BRENDA DE GRAFFENRIED STEWART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 07/15/2013 | ROBERTSON        | 1215 | 763  | 20134522 |
| 889148.001      | JIMMY ROBERT HILL ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 06/03/2013 | LEON             | 1569 | 192  | 00399607 |
| 889148.002      | THE LORAN A LIST JR FAMILY TRUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 06/21/2013 | LEON             | 1572 | 568  | 00400284 |
|                 | GERALD S MEYER ET AL MINORS GERALD MEYER JR TTEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 05/28/2013 | LEON             | 1569 | 156  | 00399598 |
| 889158.000      | THOMAS GARY TATUM ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 05/25/2013 | LEON             | 1569 | 183  | 00399604 |
| 889159.001      | D A CURRIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ENCANA OIL & GAS (USA) INC | 06/25/2013 | ROBERTSON        | 1215 | 690  | 20134488 |
| 889160.001      | KENNETH DEZAVALA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 07/17/2013 | ROBERTSON        | 1215 | 714  | 20134493 |
| 889160.002      | LYNN DEZAVALA WALLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 07/17/2013 | ROBERTSON        | 1215 | 790  | 20134525 |
| 889161.001      | CMC ACQUISITIONS LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1572 | 531  | 00400274 |
| 889161.002      | JAMES THOMAS MCCAIN III ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1572 | 575  | 00400287 |
| 889161.003      | J FRANK CHILDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 08/20/2013 | LEON             | 1576 | 647  | 00400994 |
| 889161.004      | MICHAEL V STEWART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 08/20/2013 | LEON             | 1576 | 645  | 00400993 |
| 889162.001      | JOHNNY J CASH ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 07/16/2013 | LEON             | 1572 | 529  | 00400273 |



EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                                  | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|-----------------------------------------|----------------------------|------------|------------------|------|------|----------|
| 889163.001      | BRUCE FOWLER                            | ENCANA OIL & GAS (USA) INC | 07/16/2013 | LEON             | 1572 | 538  | 00400276 |
| 889163.002      | SHERRY ELIZABETH WINDHAM                | ENCANA OIL & GAS (USA) INC | 07/12/2013 | LEON             | 1572 | 637  | 00400311 |
| 889163.003      | JEAN H TRASTER                          | ENCANA OIL & GAS (USA) INC | 07/16/2013 | LEON             | 1572 | 631  | 00400308 |
| 889163.004      | FRANK ROTH                              | ENCANA OIL & GAS (USA) INC | 08/02/2013 | LEON             | 1572 | 615  | 00400301 |
| 889163.005      | WILLIAM ROTH                            | ENCANA OIL & GAS (USA) INC | 07/12/2013 | LEON             | 1572 | 617  | 00400302 |
| 889163.006      | JOAN HUNTER REIFF                       | ENCANA OIL & GAS (USA) INC | 07/16/2013 | LEON             | 1572 | 602  | 00400297 |
| 889163.007      | HENRY ROTH                              | ENCANA OIL & GAS (USA) INC | 07/12/2013 | LEON             | 1574 | 161  | 00400583 |
| 889163.008      | TERI SINGLETON ROSS                     | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1574 | 159  | 00400582 |
| 889163.009      | LEO CORLEY SINGLETON III                | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1574 | 163  | 00400584 |
| 889163.010      | PATRICIA ANN CLARK                      | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1574 | 129  | 00400568 |
| 889163.011      | HELEN ANETTE QUIMBY                     | ENCANA OIL & GAS (USA) INC | 07/12/2013 | LEON             | 1572 | 598  | 00400295 |
| 889163.012      | JOHN OTIS HUDSON                        | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1218 | 472  | 20134916 |
| 889163.013      | JAMES CARL HUDSON                       | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1576 | 582  | 00400963 |
| 889163.014      | GAIL LEE CORDER                         | ENCANA OIL & GAS (USA) INC | 07/12/2013 | LEON             | 1574 | 131  | 00400569 |
| 889163.015      | ELIZABETH ANN ADKISSON                  | ENCANA OIL & GAS (USA) INC | 07/16/2013 | LEON             | 1576 | 643  | 00400992 |
| 889165.001      | STEPHEN ALEXANDER GORDON                | ENCANA OIL & GAS (USA) INC | 06/25/2013 | LEON             | 1572 | 545  | 00400278 |
| 889166.001      | LOUIS NEYLAND ET UX                     | ENCANA OIL & GAS (USA) INC | 07/31/2013 | LEON             | 1572 | 583  | 00400290 |
| 889167.001      | ELIZABETH BARNES THOMPSON               | ENCANA OIL & GAS (USA) INC | 07/16/2013 | ROBERTSON        | 1215 | 788  | 20134523 |
| 889167.002      | LOUISE BARNES                           | ENCANA OIL & GAS (USA) INC | 07/16/2013 | ROBERTSON        | 1218 | 246  | 20134832 |
| 889167.003      | VIRGIL BARNES II                        | ENCANA OIL & GAS (USA) INC | 07/16/2013 | ROBERTSON        | 1218 | 247  | 20134833 |
| 889167.004      | VICKI LEWMAN LAKE                       | ENCANA OIL & GAS (USA) INC | 07/16/2013 | ROBERTSON        | 1218 | 255  | 20134839 |
| 889167.005      | CLAUDE TINDLE JR FAMILY TRUST           | ENCANA OIL & GAS (USA) INC | 09/13/2013 | ROBERTSON        | 1220 | 191  | 20135273 |
| 889167.006      | VINCENT JOHN BOLLINGER                  | ENCANA OIL & GAS (USA) INC | 09/17/2013 | ROBERTSON        | 1220 | 166  | 20135244 |
| 889167.007      | ST MARY'S CATHOLIC CHURCH OF SHERMAN TX |                            |            |                  |      |      |          |
| 889167.007      | CHARITABLE                              | ENCANA OIL & GAS (USA) INC | 09/13/2013 | ROBERTSON        | 1220 | 188  | 20135270 |
| 889167.008      | FRANCES BOLLINGER WALLACE               | ENCANA OIL & GAS (USA) INC | 09/17/2013 | ROBERTSON        | 1220 | 194  | 20135275 |
| 889168.001      | NELDA FAY JOHNSTON                      | ENCANA OIL & GAS (USA) INC | 07/22/2013 | ROBERTSON        | 1215 | 738  | 20134501 |
| 889169.001      | CLYDE WILLIAMS MORRIS ET UX             | ENCANA OIL & GAS (USA) INC | 03/27/2013 | LEON             | 1556 | 600  | 00397111 |
| 889170.001      | WALTER SCOTT SHEPHERD                   | ENCANA OIL & GAS (USA) INC | 07/08/2013 | LEON             | 1572 | 621  | 00400304 |
| 889170.002      | BILLY RAY SHEPHERD                      | ENCANA OIL & GAS (USA) INC | 07/08/2013 | LEON             | 1572 | 619  | 00400303 |
| 889170.003      | MARY JEAN STEWART                       | ENCANA OIL & GAS (USA) INC | 07/08/2013 | LEON             | 1574 | 165  | 00400585 |
| 889171.001      | MEL ODY A STEWART                       | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1572 | 625  | 00400306 |
| 889171.002      | MERNA LOYCE RAWLS                       | ENCANA OIL & GAS (USA) INC | 07/26/2013 | LEON             | 1572 | 600  | 00400296 |
| 889172.001      | DANA LEA ULBRICHT FROEBEL               | ENCANA OIL & GAS (USA) INC | 08/01/2013 | LEON             | 1574 | 133  | 00400570 |
| 889172.002      | GINA DENISE ULBRICHT MANALAC            | ENCANA OIL & GAS (USA) INC | 08/01/2013 | LEON             | 1586 | 786  | 00402876 |
| 889173.000      | GLORIA GREEN                            | ENCANA OIL & GAS (USA) INC | 07/08/2013 | ROBERTSON        | 1215 | 723  | 20134496 |
| 889175.001      | ANNEVA BETH GUIDRY                      | ENCANA OIL & GAS (USA) INC | 06/21/2013 | LEON             | 1572 | 549  | 00400279 |
| 889175.002      | PATRICIA A SULLIVAN                     | ENCANA OIL & GAS (USA) INC | 06/21/2013 | LEON             | 1572 | 627  | 00400307 |
| 889175.003      | NANCY ROBERTSON KIKER                   | ENCANA OIL & GAS (USA) INC | 06/21/2013 | LEON             | 1572 | 558  | 00400282 |
| 889175.004      | GENEVA ROBERTSON BY ANNEVA GUIDRY AIF   | ENCANA OIL & GAS (USA) INC | 06/21/2013 | LEON             | 1574 | 148  | 00400578 |
| 889177.001      | ROBERT G GREER                          | ENCANA OIL & GAS (USA) INC | 08/14/2013 | LEON             | 1576 | 584  | 00400964 |
| 889178.001      | CHARLES T BROWN                         | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 578  | 00400961 |
| 889178.002      | THOMAS E BROWN                          | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 592  | 00400968 |
| 889179.000      | PEGGY BELL                              | ENCANA OIL & GAS (USA) INC | 08/07/2013 | LEON             | 1586 | 784  | 00402875 |
| 889180.000      | THOMAS EDGAR PHILLIPS                   | ENCANA OIL & GAS (USA) INC | 06/20/2013 | ROBERTSON        | 1215 | 767  | 20134513 |
| 889182.000      | JOHN C MITCHELL III                     | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 470  | 20134914 |
| 889183.001      | PEBBLE YVONNE TULLOUS VARVEL            | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 522  | 20134932 |
| 889185.001      | BETTY SWALLOW                           | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 586  | 00400965 |
| 889185.002      | MICHAEL SWALLOW                         | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 588  | 00400966 |
| 889188.000      | LARRY EUGENE SANDERS ET UX              | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 471  | 20134915 |
| 889192.001      | HALLOWED GROUND LIMITED PARTNERSHIP     | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 576  | 00400960 |
| 889193.000      | JOE BOB GREEN ET UX                     | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 252  | 20134836 |
| 889195.000      | WALTER J JONES                          | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 542  | 20134942 |
| 889196.001      | JANET DAUGHTRY                          | ENCANA OIL & GAS (USA) INC | 07/08/2013 | LEON             | 1576 | 616  | 00400980 |
| 889197.001      | G H INGRAM JR                           | ENCANA OIL & GAS (USA) INC | 09/05/2013 | ROBERTSON        | 1218 | 543  | 20134943 |
| 889198.001      | ROBIN WINSTEAD JONES ET VIR             | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 614  | 00400979 |
| 889202.000      | JOHN WILSON WINN ET UX                  | ENCANA OIL & GAS (USA) INC | 09/04/2013 | LEON             | 1576 | 637  | 00400989 |
| 889204.000      | KATIE SUE SPILLERS ET VIR               | ENCANA OIL & GAS (USA) INC | 08/23/2013 | ROBERTSON        | 1218 | 564  | 20134955 |
| 889205.001      | CHARLES R MCGIMSEY III ET AL            | ENCANA OIL & GAS (USA) INC | 05/09/2013 | LEON             | 1569 | 160  | 00399599 |
| 895710.000      | CONNIE SUE BELL                         | ENCANA OIL & GAS (USA) INC | 12/15/2010 | ROBERTSON        | 1126 | 426  | 20110483 |
| 895715.000      | KELLY ELLISON CASTILLO                  | ENCANA OIL & GAS (USA) INC | 12/15/2010 | ROBERTSON        | 1126 | 442  | 20110487 |
| 895724.000      | NORMAN MCCLURE                          | ENCANA OIL & GAS (USA) INC | 10/22/2010 | ROBERTSON        | 1120 | 246  | 20104906 |
| 895725.000      | EASTERLY VOLUNTEER FIRE DP              | ENCANA OIL & GAS (USA) INC | 11/09/2010 | ROBERTSON        | 1120 | 640  | 20105015 |
| 895737.002      | PATSY NELL TULLOUS CORN                 | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 473  | 20134917 |
| 895739.002      | VIVIAN LEE TULLOUS                      | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 536  | 20134937 |
| 895739.003      | MICAM WADE TULLOUS MD                   | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 549  | 20134946 |
| 895739.004      | TY CHASE TULLOUS TRUST                  | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 547  | 20134945 |
| 895739.005      | CHEAYENNE TRASHEAL TULLOUS TRUST        | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 555  | 20134949 |
| 895739.006      | SHILOH HUNTER TULLOUS TRUST             | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 551  | 20134947 |
| 895739.007      | DAKOTAH NICOLE TULLOUS TRUST            | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 553  | 20134948 |
| 895739.008      | MARCUS CLAY TULLOUS                     | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 474  | 20134918 |
| 895745.000      | STATE OF TEXAS MF 112746                | ENCANA OIL & GAS (USA) INC | 06/07/2011 | ROBERTSON        | 1139 | 175  | 20112704 |
| 895747.000      | JAMES D & GLORIA ELLIOTT                | ENCANA OIL & GAS (USA) INC | 11/09/2010 | ROBERTSON        | 1120 | 646  | 20105017 |
| 895766.000      | DEZAVALA FAMILY LIVING TR               | ENCANA OIL & GAS (USA) INC | 12/06/2010 | ROBERTSON        | 1122 | 598  | 20105416 |
| 895773.001      | WALLACE WILBURN BYRD                    | ENCANA OIL & GAS (USA) INC | 11/10/2010 | ROBERTSON        | 1122 | 609  | 20105419 |
| 895773.002      | KAREN ANN BYRD                          | ENCANA OIL & GAS (USA) INC | 11/05/2010 | ROBERTSON        | 1122 | 605  | 20105418 |
| 895773.003      | ANGELLA S BYRD                          | ENCANA OIL & GAS (USA) INC | 11/10/2010 | ROBERTSON        | 1123 | 658  | 20110023 |
| 895773.004      | JAMES R BYRD                            | ENCANA OIL & GAS (USA) INC | 11/10/2010 | ROBERTSON        | 1122 | 601  | 20105417 |
| 895773.005      | PATRICIA ROSE BYRD DERR                 | ENCANA OIL & GAS (USA) INC | 11/16/2011 | ROBERTSON        | 1154 | 121  | 20115669 |
| 895777.000      | STEVEN OREN AUTREY ET UX                | ENCANA OIL & GAS (USA) INC | 10/22/2010 | ROBERTSON        | 1123 | 654  | 20110022 |
| 895778.000      | KATIE S & D M SPILLERS                  | ENCANA OIL & GAS (USA) INC | 11/22/2010 | ROBERTSON        | 1123 | 709  | 20110032 |



**CERTIFIED COPY**  
This is a true and correct  
copy of the original filed in  
Robertson County Clerk's Office  
Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
 ENCANA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA LEASE NO | LESSOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LESSEE                     | LEASE DATE | RECORDING COUNTY | BOOK | PAGE | ENTRY    |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------------------|------|------|----------|
| 895782.001      | LISA DIANN SHAW BARRY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 12/13/2010 | ROBERTSON        | 1124 | 655  | 20110207 |
| 895782.005      | LARRY LEE MARTIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 12/13/2010 | ROBERTSON        | 1126 | 450  | 20110489 |
| 895786.003      | FLOYD GLENN BECKENDORFF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 11/18/2010 | ROBERTSON        | 1128 | 1    | 20110755 |
| 895786.004      | FLOYD GLENN BECKENDORFF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 11/18/2010 | LEON             | 1456 | 158  | 00376151 |
| 895786.004      | LILLIAN M BECKENDORFF ESTATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 11/18/2010 | ROBERTSON        | 1127 | 779  | 20110754 |
| 895786.004      | LILLIAN M BECKENDORFF ESTATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 11/18/2010 | LEON             | 1456 | 146  | 00376150 |
| 895786.006      | MARY F SCHILHAD BY EUGENE E SCHILHAD II AIF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 10/02/2013 | ROBERTSON        | 1220 | 186  | 20135269 |
| 895786.007      | EUGENE E SCHILHAD II INDIV AND AS EXECUTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 10/02/2013 | ROBERTSON        | 1220 | 184  | 20135268 |
|                 | EASTERLY BAPTIST CHURCH, LEE CALDWELL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |            |                  |      |      |          |
| 895805.000      | TS TTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 12/15/2010 | ROBERTSON        | 1124 | 627  | 20110200 |
| 895805.000      | CHARLES ELLISON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 12/07/2010 | ROBERTSON        | 1128 | 542  | 20110888 |
| 895807.000      | SELESTINO CASTILLO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 12/16/2010 | ROBERTSON        | 1128 | 526  | 20110884 |
| 895809.000      | MARIE STEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 12/07/2010 | ROBERTSON        | 1126 | 458  | 20110491 |
| 895809.013      | NORMA STEWART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 09/19/2013 | ROBERTSON        | 1220 | 189  | 20135271 |
| 895809.014      | PATRICIA KAY BUCK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 158  | 20135246 |
| 895809.015      | REISHA RUST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 09/20/2013 | ROBERTSON        | 1220 | 183  | 20135267 |
| 895809.016      | RHONDA K HAWKINS MINATRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 09/24/2013 | ROBERTSON        | 1220 | 177  | 20135263 |
| 895809.017      | MARIAN BRUNETTE ROMERE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 182  | 20135266 |
| 895809.018      | MICHAEL HIGGINBOTHAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 172  | 20135259 |
| 895809.019      | AMANDA BARKLEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 09/20/2013 | ROBERTSON        | 1220 | 151  | 20135241 |
| 895809.020      | MARGIE M STREATER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/19/2013 | ROBERTSON        | 1220 | 190  | 20135272 |
| 895809.021      | ARVO QUINLAN BUCK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/20/2013 | ROBERTSON        | 1220 | 157  | 20135245 |
| 895809.022      | CHARLES FRITSCHE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 164  | 20135251 |
| 895809.023      | JULIA GRIFFIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 168  | 20135255 |
| 895809.024      | WENDELL W "DUB" HAWKINS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 09/24/2013 | ROBERTSON        | 1220 | 171  | 20135258 |
| 895809.025      | JON PAUL TUCKER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 09/19/2013 | ROBERTSON        | 1220 | 193  | 20135274 |
| 895809.026      | TINA BETH GOESCHL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/19/2013 | ROBERTSON        | 1220 | 166  | 20135253 |
| 895809.027      | JUANITA GILES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 165  | 20135252 |
| 895809.028      | MARSHA BRUNETTE GOSNEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 167  | 20135254 |
| 895809.029      | JAMES S BRUNETT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1222 | 253  | 20135525 |
| 895811.001      | BOBBY MATTHEWS ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 12/13/2010 | ROBERTSON        | 1126 | 434  | 20110485 |
| 895811.002      | BRADLEY LINER ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 01/05/2011 | ROBERTSON        | 1127 | 92   | 20110590 |
| 895811.003      | BOBBY MATTHEWS ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 12/13/2010 | ROBERTSON        | 1126 | 438  | 20110486 |
| 895814.000      | LARRY GLENN BORING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 01/15/2011 | ROBERTSON        | 1133 | 783  | 20111794 |
| 899200.001      | WILLIAM F FERGUSON ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 07/17/2013 | LEON             | 1572 | 533  | 00400275 |
| 899806.000      | CIRCLE M RANCH LTD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 08/24/2011 | ROBERTSON        | 1144 | 356  | 20113604 |
| 899807.000      | ANITA PAULETTE CORN CRENSHAW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 08/09/2011 | ROBERTSON        | 1142 | 325  | 20113233 |
| 899808.000      | KELLIE WHITE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 10/17/2011 | ROBERTSON        | 1149 | 274  | 20114643 |
| 899815.001      | DAVID SNYDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 11/15/2011 | ROBERTSON        | 1154 | 117  | 20115668 |
| 899815.002      | BRIAN SNYDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 11/15/2011 | ROBERTSON        | 1154 | 113  | 20115667 |
| 899816.001      | G R AND MARY CAUDLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 01/10/2012 | ROBERTSON        | 1158 | 385  | 20120480 |
| 899817.001      | BONNIE BELL GREEN HONEYCUTT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ENCANA OIL & GAS (USA) INC | 01/06/2012 | ROBERTSON        | 1158 | 410  | 20120484 |
| 899819.001      | RACHEL EMBRA MAXWELL INDIV AND AS SUCCESSOR TRUSTEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 08/25/2011 | ROBERTSON        | 1145 | 430  | 20113807 |
| 899819.002      | GLORIA DEAN EMBRA INDIV AND AS SUCCESSOR TRUSTEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 08/25/2011 | ROBERTSON        | 1145 | 428  | 20113806 |
| 899819.003      | NORTH NEW HOPE BAPTIST CHURCH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 08/25/2011 | ROBERTSON        | 1145 | 432  | 20113808 |
| 899958.001      | JO ANN BEDDINGFIELD ROBINSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 08/02/2013 | LEON             | 1574 | 155  | 00400580 |
| 899958.002      | GARY WAYNE AND GENA ROBINSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 08/02/2013 | LEON             | 1574 | 153  | 00400579 |
| 899958.003      | RANDALL KEITH ROBINSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 08/02/2013 | LEON             | 1574 | 157  | 00400581 |
| 899959.001      | TERRY LYNN ROBERTSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 08/21/2013 | LEON             | 1572 | 608  | 00400299 |
| 899960.001      | NANCY MORGAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 08/14/2013 | LEON             | 1574 | 140  | 00400574 |
| 899962.000      | SUSAN CORN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ENCANA OIL & GAS (USA) INC | 08/27/2013 | ROBERTSON        | 1218 | 464  | 20134911 |
| 899965.001      | DONNA LEE BENTLEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 612  | 00400978 |
| 899965.002      | JAMES F GREER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ENCANA OIL & GAS (USA) INC | 08/14/2013 | LEON             | 1576 | 606  | 00400975 |
| 899965.003      | ELAINE GESTRING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 08/20/2013 | LEON             | 1576 | 608  | 00400976 |
| 899965.004      | ALICE JEANNE ROGERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ENCANA OIL & GAS (USA) INC | 08/23/2013 | LEON             | 1576 | 604  | 00400974 |
| 899966.000      | RHH LTD NO 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ENCANA OIL & GAS (USA) INC | 09/03/2013 | ROBERTSON        | 1218 | 540  | 20134940 |
| 899970.000      | MELVIN A CORNELIUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 09/23/2013 | ROBERTSON        | 1220 | 159  | 20135247 |
| 899971.001      | ANITA HARRISON KRUMPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 10/04/2013 | ROBERTSON        | 1220 | 173  | 20135260 |
| 899971.002      | WILL DURHAM HARRISON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ENCANA OIL & GAS (USA) INC | 10/04/2013 | ROBERTSON        | 1220 | 170  | 20135257 |
| 899971.003      | ROBERT JOYCE HARRISON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 10/04/2013 | ROBERTSON        | 1220 | 169  | 20135256 |
| 899972.000      | JOHN S OSBORNE JR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ENCANA OIL & GAS (USA) INC | 09/19/2013 | ROBERTSON        | 1220 | 178  | 20135264 |
|                 | LESS & EXCEPT FROM THE ABOVE REFERENCED LEASE BETWEEN JOHN S OSBORNE JR, LESSOR, AND ENCANA OIL & GAS (USA) INC, LESSEE, THE FOLLOWING DESCRIBED LANDS:<br>162.00 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.M. GRANDE 11 LEAGUE SURVEY, A-32, ROBERTSON COUNTY, TEXAS, BEING MADE UP OF A 130.00 ACRE TRACT AND A 42.00 ACRE TRACT IN THAT CERTAIN GIFT DEED DATED JANUARY 23, 2001, FROM BESSIE MARIE DELAHOUSAYE TO JOHN S. OSBORNE, JR. AND RECORDED IN VOLUME 772, PAGE 381 OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS; LESS AND EXCEPT: 10.00 ACRES OF LAND, MORE OR LESS, OUT OF THE ABOVE REFERENCED 130.00 ACRE TRACT, BEING THE SAME LAND DESCRIBED AS TRACT ONE IN A DEED OF TRUST, DATED OCTOBER 15, 2003, FROM JOHN S. OSBORNE, JR. AND WIFE KAREN OSBORNE TO FARMERS STATE BANK, RECORDED IN VOLUME 847, PAGE 183 OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS; LEAVING A TOTAL OF 162.00 ACRES OF LAND, MORE OR LESS. |                            |            |                  |      |      |          |
| 899973.001      | MELVIN A CORNELIUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 09/24/2013 | ROBERTSON        | 1220 | 160  | 20135248 |
| 903649.000      | SCOTT JAMES SWICK ET UX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENCANA OIL & GAS (USA) INC | 07/10/2012 | ROBERTSON        | 1175 | 29   | 20123443 |
| 903691.000      | LUCY F CURRIE LUHN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1196 | 463  | 20131059 |
| 903692.000      | NANCY A CURRIE WINSTEAD ET VIR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1196 | 451  | 20131056 |
| 903693.000      | MARTHA M CURRIE HANNA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1196 | 459  | 20131058 |
| 903694.000      | MARY E CURRIE WINSTEAD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1196 | 455  | 20131057 |
| 903695.000      | ROBERT E CURRIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1196 | 442  | 20131054 |
| 903696.000      | L C CURRIE AND WIFE, EDNA LAVERNE CURRIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1196 | 446  | 20131055 |
| 903698.000      | MATTHEW W CURRIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ENCANA OIL & GAS (USA) INC | 01/04/2013 | ROBERTSON        | 1197 | 717  | 20131307 |
| 922447.001      | STEVEN OREN AUTREY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ENCANA OIL & GAS (USA) INC | 12/15/2010 | ROBERTSON        | 1124 | 619  | 20110198 |



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 Kathryn Nickelson Brimhall

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA<br>LEASE NO | LESSOR               | LESSEE                     | LEASE<br>DATE | RECORDING<br>COUNTY | BOOK | PAGE | ENTRY    |
|--------------------|----------------------|----------------------------|---------------|---------------------|------|------|----------|
| 922447.002         | JANET AUTREY PALERMO | ENCANA OIL & GAS (USA) INC | 01/03/2012    | ROBERTSON           | 1167 | 5    | 20122010 |

Doc 20142074 OR Bk 1238 Ps 444



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**Exhibit B-1**

Wells

See attached

Doc                    Bk                    Vol                    Pg  
20142074 OR                    1238                    445

HOU:3438246.7

Exhibit B-1 to Assignment, Bill of Sale and Conveyance



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## EXHIBIT B-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
 ENCANA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

WELLS

| COUNTY    | API NO       | ENCANA<br>WELL-NO | WELL NAME               | OPERATOR NAME              |
|-----------|--------------|-------------------|-------------------------|----------------------------|
| LEON      | 42-289-31946 | 65461             | FITZ GAS UNIT 01        | XTO Energy Inc             |
| LEON      | 42-289-31980 | 71235             | RED RANCH GAS UNIT 2    | XTO Energy Inc             |
| ROBERTSON | 42-395-31727 | 53700             | EMBRA UNIT 01           | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31074 | 21923             | INGRAM G H JR 01        | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31120 | 25598             | INGRAM G H JR C UNIT 01 | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31491 | 43610             | INGRAM G H JR C UNIT 02 | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31184 | 43573             | KAREN REID GAS UNIT 01  | Red Willow Production LLC  |
| ROBERTSON | 42-395-31062 | 19944             | MARTIN K 01             | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-30921 | 20747             | MCCULLOUGH #1           | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31412 | 37719             | MCCULLOUGH B 02         | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31458 | 37720             | MCCULLOUGH B 03         | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31216 | 28544             | MCCULLOUGH MABLE 01     | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31379 | 32153             | MCCULLOUGH MABLE 02     | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31816 | 61448             | MCDONALD JAMES UNIT 01  | Encana Oil & Gas (USA) Inc |

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EXHIBIT B-1

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 ENCANA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

WELLS

| COUNTY             | API NO                | ENCANA WELL NO | WELL NAME                | OPERATOR NAME              |
|--------------------|-----------------------|----------------|--------------------------|----------------------------|
| <b>WATER WELLS</b> |                       |                |                          |                            |
| COUNTY             | PRODUCING WELL API NO |                | ENCANA WELL PAD NAME     | REGISTERED WATER WELL NAME |
| ROBERTSON          | 4239531074            |                | Ingram G H Jr 01         | Ingram                     |
| ROBERTSON          | 4239531120            |                | Ingram G H Jr C Unit 01  | Ingram-1                   |
| ROBERTSON          | 4239531491            |                | Ingram G H Jr C Unit 02  | No Registration on File    |
| ROBERTSON          |                       |                | Ingram G H Jr C Unit 03H | Ingram C-3                 |
| ROBERTSON          | 4239531303            |                | Martin K 02              | Kay Martin #2              |
| ROBERTSON          | 4239531211            |                | McCullough B 01          | No Registration on File    |
| ROBERTSON          | 4239531412            |                | McCullough B 02          | McClough B-2               |
| ROBERTSON          | 4239531458            |                | McCullough B 03          | McCulogh B-3               |
| ROBERTSON          | 4239531216            |                | McCullough Mable 01      | Maple McClough             |
| ROBERTSON          | 4239531379            |                | McCullough Mable 02      | Maple Mclough 2            |
| ROBERTSON          | 4239531816            |                | McDonald, James Unit 01  | NO NAME ON PLUGGING REPORT |

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**Exhibit B-2**

Easements and Surface Rights

None

Doc                      Bk                      Vol                      Pg  
20142074 OR                      1238                      448

HOU:3438246.7

Exhibit B-2 to Assignment, Bill of Sale and Conveyance



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EXHIBIT B-2

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
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ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

EASEMENTS AND SURFACE RIGHTS

| COUNTY | LEASE NO. | GRANTOR | GRANTEE | AGREEMENT<br>TYPE | EFFECTIVE<br>DATE | BOOK /<br>VOLUME | PAGE | ENTRY NO. |
|--------|-----------|---------|---------|-------------------|-------------------|------------------|------|-----------|
|--------|-----------|---------|---------|-------------------|-------------------|------------------|------|-----------|

NONE

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**Exhibit B-3**

Excluded Wells

See attached

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20142074 OR                      1238                      450

HOU:3438246.7

Exhibit B-3 to Assignment, Bill of Sale and Conveyance



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EXHIBIT B-3

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
ENCANA OIL & GAS (USA) INC. AND  
COVEY PARK OPERATING LLC  
EFFECTIVE APRIL 1, 2014

EXCEPTED PROPERTY

| COUNTY    | API NO       | ENCANA<br>WELL NO | WELL NAME                  | OPERATOR NAME              |
|-----------|--------------|-------------------|----------------------------|----------------------------|
| ROBERTSON | 42-395-31827 | 58671             | CIRCLE M RANCH-HOYT GU 01H | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31700 | 53701             | HOYT-POWELL GAS UNIT 01    | Encana Oil & Gas (USA) Inc |
| ROBERTSON | 42-395-31753 | 57814             | HOYT-POWELL GAS UNIT 02H   | Encana Oil & Gas (USA) Inc |

Doc                      Bk                      Vol                      Pg  
20142074 OR                      1238                      451



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**Exhibit C**

Excluded Contracts

The Marketing Contracts (as defined in the Purchase Agreement as amended, supplemented or otherwise modified).

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HOU:3438246.7

Exhibit C to Assignment, Bill of Sale and Conveyance



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**Exhibit D**

Excluded Leases

See attached

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20142074 OR        1238                453

HOU:3438246.7

Exhibit D to Assignment, Bill of Sale and Conveyance



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EXHIBIT D

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN  
 ENCANA OIL & GAS (USA) INC. AND  
 COVEY PARK OPERATING LLC  
 EFFECTIVE APRIL 1, 2014

LEASES

| ENCANA<br>LEASE NO | LESSOR                         | LESSEE                     | LEASE<br>DATE | RECORDING<br>COUNTY | BOOK | PAGE | ENTRY    |
|--------------------|--------------------------------|----------------------------|---------------|---------------------|------|------|----------|
| 875837.000         | UNION PACIFIC RAILROAD CO      | LEGENDS EXPLORATION LP     | 09/16/2003    | ROBERTSON           | 847  | 163  | 20034295 |
| 875839.000         | UNION PACIFIC RAILROAD CO      | LEOR ENERGY LP             | 05/03/2004    | ROBERTSON           | 866  | 331  | 20042389 |
| 875840.000         | UNION PACIFIC RAILROAD CO      | LEOR ENERGY LP             | 09/30/2005    | ROBERTSON           | 927  | 111  | 20057624 |
| 887215.000         | UNION PACIFIC RAILROAD CO      | ENCANA OIL & GAS (USA) INC | 11/16/2009    | ROBERTSON           | 1095 | 701  | 20100272 |
| 888736.000         | UNION PACIFIC RAILROAD COMPANY | ENCANA OIL & GAS (USA) INC | 03/24/2011    | ROBERTSON           | 1133 | 645  | 20111756 |
| 895797.000         | UNION PACIFIC RR CO BY AGT     | ENCANA OIL & GAS (USA) INC | 05/10/2010    | ROBERTSON           | 1113 | 316  | 20103624 |

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 20142074 OR                      1238                      454



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File No. MF112746

(13)

Assignment #193 Enclosed

Oil & Gas to Coney Park

Date Filed: 8-27-14

Jerry E. Patterson, Commissioner

By an

**DO NOT DESTROY**



**Texas General Land Office  
UNIT AGREEMENT MEMO**

UPA158730

Unit Number 7407  
 Operator Name Covey Park Operating, LLC Effective Date 02/28/2012  
 Customer ID C000087653 Unitized For Gas  
 Unit Name Circle M Ranch-Hoyt Gas Unit Unit Term  
 County 1 Robertson RRC District 1 05 Old Unit Number Inactive Status Date  
 County 2 RRC District 2  
 County 3 RRC District 3  
 County 4 RRC District 4  
 Unit type Permanent  
 State Net Revenue Interest 0.00280541  
 State Part in Unit 0.01122163  
 Unit Depth Specified Depths Well  
 From Depth 13110 Formation  
 To Depth 16950 Participation Basis Surface Acreage  
 If Excluions Apply: See Remarks

| Lease Number | Tract No | Lease Acres in Unit | Total Unit Acres | Tract Participation | Lease Royalty | Tract Royalty Participation | Royalty Rate Reduction Clause |
|--------------|----------|---------------------|------------------|---------------------|---------------|-----------------------------|-------------------------------|
| MF112746     | 1        | 7.900000            | 703.997300       | 0.01122163          | 0.25000000    | 0.00280541                  | No                            |

API Number  
4239531827

Remarks:

[Empty rectangular box for remarks]

Prepared By: Mark Aden  
 GLO Base Updated By: Mark Aden  
 RAM Approval By: SW  
 GIS By: MC  
 Well Inventory By: mm

Prepared Date: 3/10/15  
 GLO Base Date: 3/10/15  
 RAM Approval Date: 3-10-15  
 GIS Date: 3-31-15  
 WI Date: 3/10/15

# Pooling Committee Report

**To:** School Land Board UPA158730  
**Date of Board Meeting:** Unit Number: 7407  
**Effective Date:** 02/28/2012  
**Unit Expiration Date:**  
**Applicant:**  
**Attorney Rep:**  
**Operator:** Covey Park Energy LLC  
**Unit Name:** Circle M Ranch-Hoyt Gas Unit  
**Field Name:** BALD PRAIRIE (CV CONSOLIDATED)  
**County:** Robertson

| <u>Lease Type</u> | <u>Lease 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> |
|-------------------|---------------------|----------------------|------------------------|-------------------|--------------------|----------------------------|------------------------------|
|                   | MF112746            | 0.25000000           | 06/07/2014             | 3 years           | 19.277000          | 7.900000                   | 0.00280541                   |

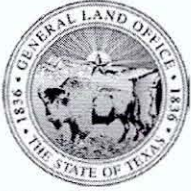
|                          |            |
|--------------------------|------------|
| <b>Private Acres:</b>    | 696.097300 |
| <b>State Acres:</b>      | 7.900000   |
| <b>Total Unit Acres:</b> | 703.997300 |

|                                    |                 |
|------------------------------------|-----------------|
| <b>Participation Basis:</b>        | Surface Acreage |
| Surface Acreage                    |                 |
| <b>State Acreage:</b>              | 1.12%           |
| <b>State Net Revenue Interest:</b> | 0.28%           |

|                   |                      |
|-------------------|----------------------|
| <b>Unit Type:</b> | <b>Unitized for:</b> |
| Permanent         | Gas                  |
| <b>Term:</b>      |                      |

|                   |                       |
|-------------------|-----------------------|
| <b>RRC Rules:</b> | <b>Spacing Acres:</b> |
| Yes               |                       |

#7407



Highway Right-of-Way Unit Designation Form
Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

OPERATOR INFORMATION

Contact Name Mike Webb Phone (214) 2831685
Name of Pooled Unit Circle M Ranch-Hoyt Gas Unit
Operator of Pooled Unit Covey Park Energy LLC County Robertson
Effective Date of Unit Declaration: February 28, 2012

HROW LEASE(S) IN UNIT

Table with 6 columns: HRWO State Lease No., Lease Date, Term, HROW Royalty, Total Acreage in HROW Lease, HROW Lease Acreage in Unit. Row 1: MF 112746, 06/07/2011, 3 years, 1/4, 19.277, 7.90

0.00280541 Total Acreage In Pooled Unit 703.9973 Ac.
State's Royalty Revenue Interest in Unit: .0028054 Total HRWO Acreage In Unit 7.90 Ac.
Total Private Acreage In Unit (Total Acreage - Total HROW Acreage) 696.0973 Ac.

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled: Oil Gas Oil & Gas
Pooled Interval: All Depths Top Depth 13,110' Base Depth 16,950'
If pooling a Formation(s) please list Formation Name: Bossier
RRC Field Name(s): Bald Prairie (CV Consolidated)

UNIT WELL(S)

API # 42-395-31827 RRC ID# 271113
API # RRC ID#
API # RRC ID#
API # RRC ID#

The information contained on this plat is intended for the sole use of ENCAN A OIL & GAS (USA) INC.

PROPOSED SURFACE LOCATION IS 1,020' SCALED FNWL AND 2,100' SCALED FSFL OF THE H.DAVLIN SURVEY, A-133  
 PROPOSED PENETRATION POINT IS 510' SCALED FSEL AND 2,100' SCALED FSFL OF THE H.DAVLIN SURVEY, A-133  
 PROPOSED BOTTOM HOLE IS 2,770' SCALED FNEL AND 1,320' SCALED FSEL OF THE S.TRYON SURVEY, A-350  
 THE PROPOSED SHL IS LOCATED N 43° E 7.8 MILES FROM FRANKLIN, TEXAS.

| TR.# | AC. IN UNIT | CALLED AC. V.P. | OWNERSHIP                    |
|------|-------------|-----------------|------------------------------|
| 1    | 92.20       | 143.9-596/210   | CIRCLE M. RANCH, LTD.        |
| 2    | 1.165       | RES:80-92/310   | CIRCLE M. RANCH, LTD.        |
| 3    | 6.1         | 113.6-798/393   | CIRCLE M. RANCH, LTD.        |
| 4    | 1           | 1-798/393       | CIRCLE M. RANCH, LTD.        |
| 5    | 120         | 120-798/393     | CIRCLE M. RANCH, LTD.        |
| 6    | 16.66       | 21.76-596/210   | CIRCLE M. RANCH, LTD.        |
| 7    | 1.5         | 1.5-798/393     | CIRCLE M. RANCH, LTD.        |
| 8    | 5.83        | 5.83-798/393    | CIRCLE M. RANCH, LTD.        |
| 9    | 74.43       | 159.63-629/366  | ODIS ARCHER HOYT, JR.        |
| 9A   | 40          | 40-163/607      | MARION SPANGLER, ET AL.      |
| 10   | 11.25       | 11.25-177/508   | KARE BUE SPILLARS, ET VR     |
| 11   | 7.9         | HWY 79          | ROBERTSON COUNTY, ET. OF TX  |
| 12   | 1.91        | 498/80          | EASTERLY V.F.P. ASSOC.       |
| 13   | 0.82        | 3.75-581/12     | LAWRENCE K. DEZANILLA, ET UR |
| 14   | 1           | 1-438/39        | SELESTINO CASTILLO           |
| 15   | 156.5       | 184-289/308     | THOMAS E. PHILLIPS           |
| 16   | 20.5        | RAILROAD ROW    | UNION PACIFIC RAILROAD CO.   |
| 17   | 75.20       | 84.48-758/297   | FLORENCE ANN BYRD HEATH      |
| 40   | 12.1        | 70.722-1047/248 | W.M. BUDENWIG, ET AL.        |
| 41   | 13.7        | 36.38-259/647   | BEVERLY COX MILLER           |
| 42   | 1           | -1143/131       | CIRCLE M. RANCH, LTD.        |
| 43   | 10.7        | 45-158/458      | NELDA CAMERON                |

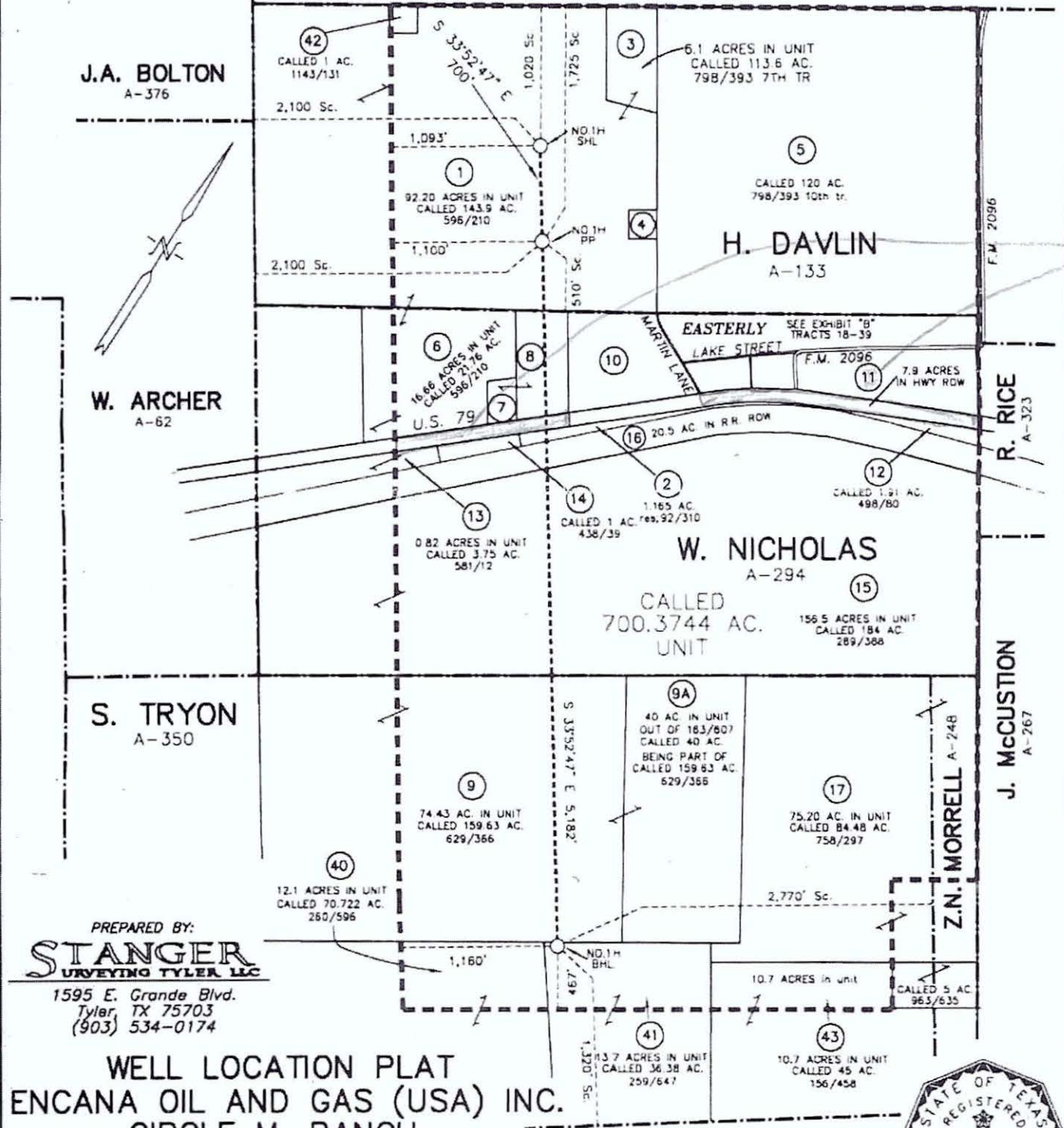
SEE UNIT PLAT EXHIBIT "B" FOR TRACTS 18-39: TOTAL AC. = 29.1094

TOTAL ACREAGE IN UNIT = 700.3744

| PROPOSED (AS BUILT) SURFACE LOCATION | PROPOSED PENETRATION POINT | PROPOSED BOTTOM HOLE |
|--------------------------------------|----------------------------|----------------------|
| NAD 27 DATA-TX.C.Z                   | NAD 27 DATA-TX.C.Z.        | NAD 27 DATA-TX.C.Z.  |
| LAT: 31.106245                       | LAT: 31.104612             | LAT: 31.092507       |
| LONG: -96.391799                     | LONG: -96.390621           | LONG: -96.381884     |
| X: 3,233,267                         | X: 3,233,657               | X: 3,236,546         |
| Y: 545,403                           | Y: 544,823                 | Y: 540,520           |
| ELEV: 395' Sc.                       |                            |                      |

J.W. HILL  
A-178

Acreage shown hereon furnished by others.



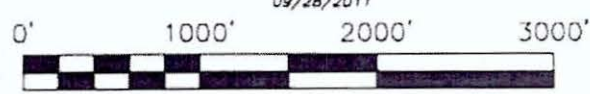
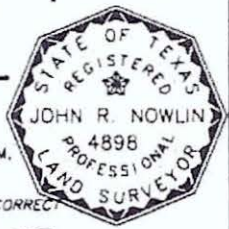
PREPARED BY:  
**STANGER**  
 SURVEYING TYLER, LLC  
 1595 E. Grande Blvd.  
 Tyler, TX 75703  
 (903) 534-0174

WELL LOCATION PLAT  
 ENCAN A OIL AND GAS (USA) INC.  
 CIRCLE M. RANCH-  
 HOYT GAS UNIT #1H  
 ROBERTSON COUNTY, TEXAS  
 SCALE: 1" = 1000'

ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON G.P.S. DATA CONVERTED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 1927)

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

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



The information contained on this plot is intended for the sole use of ENCANNA OIL & GAS (USA) INC.

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 PROPOSED BOTTOM HOLE IS 2,770' SCALED FNEL AND 1,320' SCALED FSEL OF THE S.TRYON SURVEY, A-350  
 THE PROPOSED SHL IS LOCATED N 43° E 7.8 MILES FROM FRANKLIN, TEXAS.

| TR.# | AC. IN UNIT | CALLED AC. V.P. | OWNERSHIP                                        |
|------|-------------|-----------------|--------------------------------------------------|
| 1    | 92.20       | 143.9-596/210   | CIRCLE M. RANCH, LTD.                            |
| 2    | 1.165       | RES:80-92/310   | CIRCLE M. RANCH, LTD.                            |
| 3    | 6.1         | 113.6-798/393   | CIRCLE M. RANCH, LTD.                            |
| 4    | 1           | 1-798/393       | CIRCLE M. RANCH, LTD.                            |
| 5    | 120         | 120-798/393     | CIRCLE M. RANCH, LTD.                            |
| 6    | 16.66       | 21.78-596/210   | CIRCLE M. RANCH, LTD.                            |
| 7    | 1.5         | 1.5-798/393     | CIRCLE M. RANCH, LTD.                            |
| 8    | 5.63        | 5.63-798/393    | CIRCLE M. RANCH, LTD.                            |
| 9    | 74.43       | 159.63-629/366  | ODIS ARCHER HOYT, JR.                            |
| 9A   | 40          | 40-163/607      | MIRIAM SPINER, ET AL.                            |
| 10   | 11.25       | 11.25-177/508   | ROBERTSON COUNTY, TX. CO. EASTERLY V.F.P. ASSOC. |
| 11   | 7.9         | HWY 79          |                                                  |
| 12   | 1.91        | 468/80          |                                                  |
| 13   | 0.82        | 3.75-581/12     | LAMARDE K. BIZANILLA, ET UX                      |
| 14   | 1           | 1-438/30        | SELESTINO CASTILLO                               |
| 15   | 156.5       | 164-289/308     | THOMAS E. PHILLIPS                               |
| 16   | 20.5        | RAILROAD ROW    | UNION PACIFIC RAILROAD CO.                       |
| 17   | 75.20       | 84.48-758/297   | FLORENCE ANN BYRD HEATH                          |
| 40   | 12.1        | 70.722-1047/248 | W.M. BLUDWIG, ET AL.                             |
| 41   | 13.7        | 56.38-259/647   | BEVERLY COLE MILLER                              |
| 42   | 1           | 1-1143/131      | CIRCLE M. RANCH, LTD.                            |
| 43   | 10.7        | 45-158/458      | HELEDA CAMERON                                   |

SEE UNIT PLAT EXHIBIT "B" FOR TRACTS 18-39: TOTAL AC. = 29.1084  
 TOTAL ACREAGE IN UNIT = 700.3744

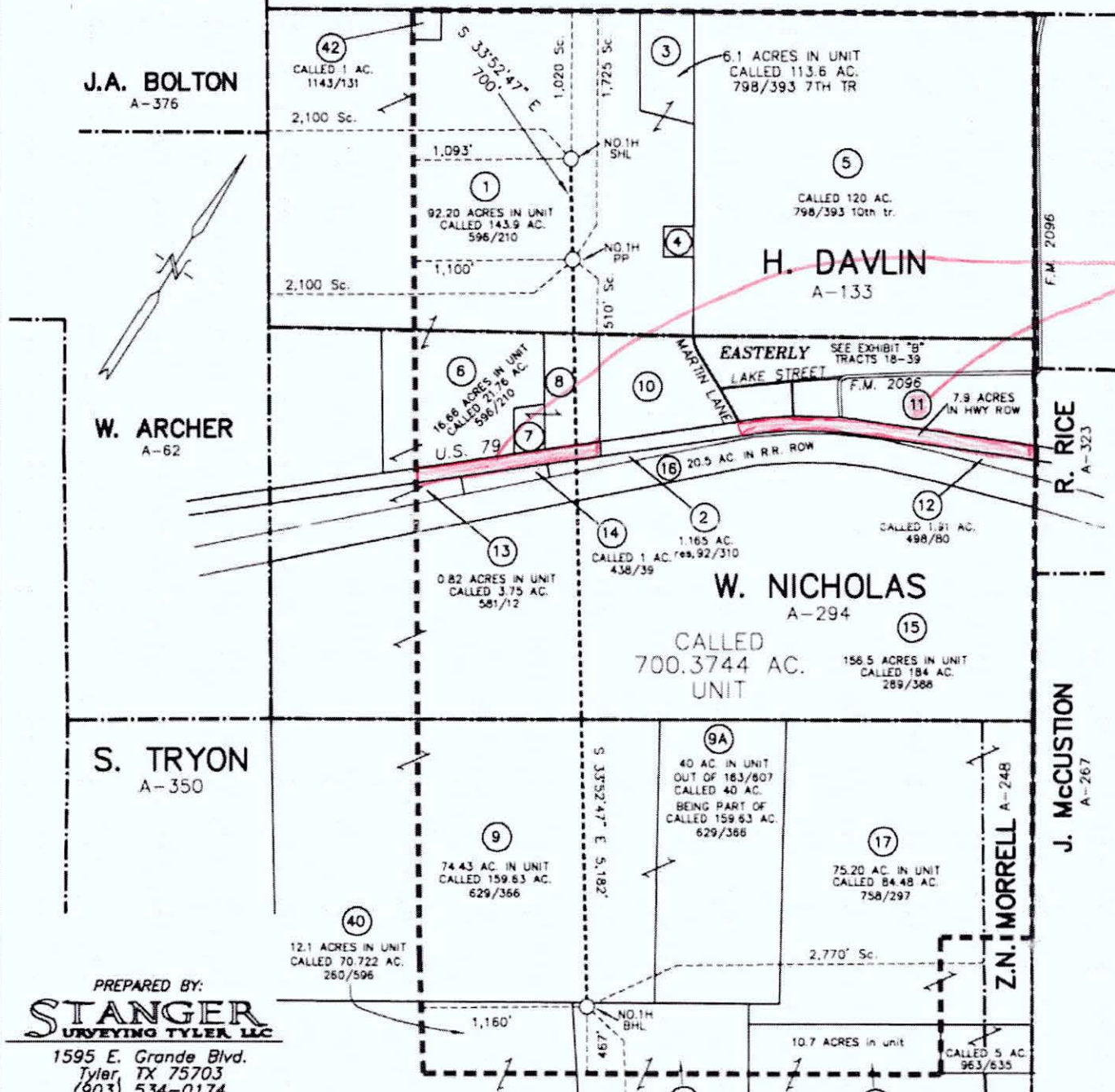
PROPOSED (AS BUILT) SURFACE LOCATION  
 NAD 27 DATA-TX.C.Z.  
 LAT: 31.106245  
 LON: -96.391799  
 X: 3,233,267  
 Y: 545,403  
 ELEV: 395' Sc.

PROPOSED PENETRATION POINT  
 NAD 27 DATA-TX.C.Z.  
 LAT: 31.104612  
 LON: -96.390621  
 X: 3,233,657  
 Y: 544,823

PROPOSED BOTTOM HOLE  
 NAD 27 DATA-TX.C.Z.  
 LAT: 31.092507  
 LON: -96.381884  
 X: 3,236,546  
 Y: 540,520

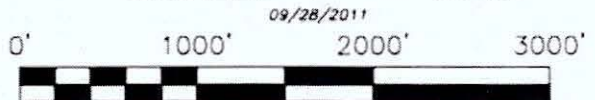
J.W. HILL  
 A-178

Acreage shown hereon furnished by others.



PREPARED BY:  
**STANGER SURVEYING TYLER, LLC**  
 1595 E. Grande Blvd.  
 Tyler, TX 75703  
 (903) 534-0174

WELL LOCATION PLAT  
 ENCANNA OIL AND GAS (USA) INC.  
 CIRCLE M. RANCH-  
 HOYT GAS UNIT #1H  
 ROBERTSON COUNTY, TEXAS  
 SCALE: 1" = 1000'



ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON G.P.S. DATA CONVERTED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 1927)

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

BY   
 JOHN R. NOWLIN  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 4898



FIRST AMENDMENT OF POOLING DECLARATION  
CIRCLE M RANCH-HOYT GAS UNIT

Accepted for Filing in:  
Robertson County  
On: Aug 05, 2013 at 01:38  
By: Sarah Lopez

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROBERTSON §

WHEREAS, the undersigned, hereinafter referred to as "Lessee", created a pooled unit called the Circle M Ranch-Hoyt Gas Unit (the "Unit") by filing of record that certain Pooling Declaration ("Declaration") dated February 28, 2012, recorded in Volume 1162 at Page 212 of the Official Records of Robertson County, Texas, and

WHEREAS, Lessee, pursuant to Section 5 of the Declaration, reserves the right, from time to time, to amend the Declaration, and the respective terms and provisions thereof, and to change the size and configuration of the Unit; and,

WHEREAS, Lessee, being the present owner of the applicable oil and gas leases and party to the Declaration, wishes to amend the Declaration.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby amends the Declaration to include the following additional oil, gas and mineral leases listed on the attached Exhibit "A".

Except as amended by this instrument, the Declaration is and remains in full force and effect as originally written.

IN WITNESS WHEREOF, this First Amendment of Pooling Declaration is effective as of February 28, 2012.

ENCANA OIL & GAS (USA) INC.

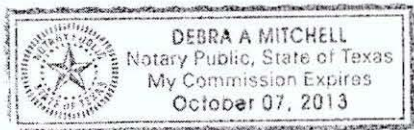
By: Nancy C. McCaskell DT  
Nancy C. McCaskell, Attorney in Fact

ACKNOWLEDGEMENTS

Doc: 2013-0690 BK: OR Vol: 1211 Pg: 444

State of Texas §  
County of Collin §

This instrument was acknowledged before me on the 1st day of August, 2013, by Nancy C. McCaskell, Attorney-In-Fact for **Encana Oil & Gas (USA) Inc.**, a Delaware corporation, on behalf of said corporation.



Debra A. Mitchell  
Notary Public, State of Texas

**EXHIBIT A**

Attached to and made a part of that certain First Amendment of Pooling Declaration, Circle M Ranch-Hoyt Gas Unit, effective as of February 28, 2012.

**ECA File#:** 875871.118  
**Date:** 04/12/2013  
**Lessor:** Michael Hare  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1207/P556, Robertson County, Texas

**ECA File#:** 875871.116  
**Date:** 04/11/2013  
**Lessor:** Sherry D. Kobus and Dennis D. Kobus  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1207/P545, Robertson County, Texas

**ECA File#:** 875871.111  
**Date:** 03/08/2013  
**Lessor:** Mary J. Johnson  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1198/P710, Robertson County, Texas

**ECA File#:** 887208.052  
**Date:** 07/12/2012  
**Lessor:** Ronald A. McBride  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1179/329, Robertson County, Texas

**ECA File#:** 887208.053  
**Date:** 07/12/2012  
**Lessor:** Patricia McBride Pope  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1183/P686, Robertson County, Texas

Doc# 20135690 UR Bl Vol 1211 Ps 444

**ECA File#:** 887208.054  
**Date:** 10/12/2012  
**Lessor:** Raymond G. McBride  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1186/P526, Robertson County, Texas

**ECA File#:** 922447.002  
**Date:** 01/03/2012  
**Lessor:** Janet Autrey Palermo  
**Lessee:** EnCana Oil & Gas (USA) Inc.  
**Recorded:** V1167/P5, Robertson County, Texas

Doc            Bk            Vol            Pg  
20153690    OR            1211           445

State of Texas

COUNTY OF ROBERTSON

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 public records of Robertson County as stamped hereon by me.

Aug 06/2013

Kathryn N. Shimball, County Clerk  
Robertson County

ORIG

**POOLING DECLARATION  
CIRCLE M RANCH-HOYT GAS UNIT**

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROBERTSON

Whereas, the undersigned, hereinafter referred to as "Lessee", are the owners and holders of oil, gas and mineral leases or have the current legal right to exercise the pooling provisions of such leases, and do hereby create a unit comprised of lands described on the plats attached hereto as Exhibits "B" and "B-1". That, by virtue of the authority conferred by the terms of such oil, gas and mineral leases which are more particularly described on Exhibit "A" attached hereto, and incorporated herein by reference for all purposes (collectively referred to herein as the "Leases"), Lessee hereby pools, unitizes and combines all or a portion of the lands covered thereby with other land or lands, lease or leases to form a pooled unit for the proper and orderly development and operation of the premises, as required under the rules and regulations of the Texas Railroad Commission, or other governmental authority having jurisdiction over same;

Now, therefore, in consideration of the premises, Lessee hereby pools, unitizes and combines the leases, lands and interests, including renewals, extensions, ratifications and amendments thereof, to form a unit as outlined on the plat, attached hereto as Exhibit "B" (the "Unit").

- 1) Description of Unit. Production from the Unit shall be allocated proportionately among all of the tracts being described on Exhibit "C" attached hereto, within the Unit in the proportion which the number of surface acres in each such tract bears to the total number of surface acres in the Unit. If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby, or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or otherwise invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.
- 2) Unit Name. The pooled unit created hereby shall be known as the EnCana Oil & Gas (USA) Inc. **Circle M Ranch-Hoyt Gas Unit** containing **703.9973 acres**, more or less.
- 3) Depths and Substances Covered. The pooled Unit created hereby shall be limited to the stratigraphic equivalent of the Bossier Formation as found between the depths of 13,110 feet to 16,950 feet as shown on the log of the Encana Oil & Gas (USA) Inc. Hoyt-Powell Gas Unit 01, API No. 42-395-31700, Tryon S. Survey, A-350, Robertson County, Texas. The pooled Unit created shall be limited to the production of gas and condensate recovered therefrom.
- 4) Additional Interests Included. In the event the undersigned own any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to herein covering the lands within the Unit area, including any unleased mineral interest in lands inside the Unit area, or any interest for which ratification of the pooled unit created hereby is necessary, said interest or interests are hereby pooled and combined into said pooled unit as hereby declared, without the necessity of specifically enumerating such interest or interests and the specific lands which they cover or in which they are held.

Doc 20121106 Bk OR Vol 1162 Ps 212

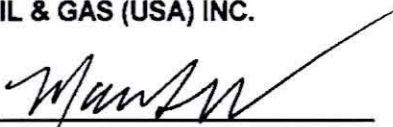
CONT 904509

- 5) Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Pooling Declaration, and the respective terms and provisions hereof, and to change the size and area of, and interest covered by the pooled unit described herein, including, without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interest in the Unit area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit area which are not otherwise included herein by the respective owner of such full or undivided interests. Any such amendment may be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interests of the owners in the Unit.
- 6) Dissolution of Unit. The unit formed hereby may be dissolved by EnCana Oil & Gas (USA) Inc. at any time by an instrument filed for record in **Robertson** County, Texas, for failure to establish Unit production, or after cessation of operations upon the pooled unit. The Unit hereby created shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said leases.
- 7) Multiple Originals. This instrument may be executed in any number of counterparts, each which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may be ratified by the undersigned or by other parties by separate instruments in writing, referring to this instrument. This Pooling Declaration, and each counterpart or ratification hereof, shall be binding upon each party who executes the same, without regard to whether any other party owning an interest in the Leases or Unit area may have executed this instrument, or a counterpart or ratification hereof.

Doc                      Bk                      Vol                      Pg  
20121106 OR                      1162                      213

IN WITNESS WHEREOF, this Pooling Declaration is executed on this 28<sup>th</sup> day of February, 2012.

**ENCANA OIL & GAS (USA) INC.**

By:   
Mark A. Virant, Attorney in Fact

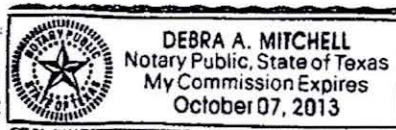
*M*  
*mv*

**ACKNOWLEDGEMENTS**

State of Texas §  
County of Dallas §

This instrument was acknowledged before me on the 28<sup>th</sup> day of February, 2012, by Mark A. Virant, Attorney-In-Fact for **EnCana Oil & Gas (USA) Inc.**, a Delaware corporation, on behalf of said corporation.

  
Notary Public, State of Texas



Doc 20121106 Bk OR Vol 1162 Ps 214

## EXHIBIT "A"

Attached to and Made a Part of Doc 20121106 OR Bk Vol 1162 Ps 215  
 POOLING DECLARATION  
 CIRCLE M RANCH-HOYT GAS UNIT

| TRACT NO.               | ENCANA LEASE NO. | LESSOR                                                                                   | LESSEE                         | LEASE DATE | COUNTY    | STATE | RECORDING BOOK/PAGE |
|-------------------------|------------------|------------------------------------------------------------------------------------------|--------------------------------|------------|-----------|-------|---------------------|
| 1, 2, 4, 6,<br>7, 8, 24 | 887281.000       | Circle M. Ranch, Ltd.                                                                    | EnCana Oil and Gas (USA), Inc. | 03/23/2010 | Robertson | TX    | 1104/106            |
| 3, 5                    | 887208.001       | Circle M. Ranch, Ltd.                                                                    | EnCana Oil and Gas (USA), Inc. | 01/15/2010 | Robertson | TX    | 1096/413            |
| 5                       | 887208.008       | William Maxwell McBride                                                                  | EnCana Oil and Gas (USA), Inc. | 01/05/2011 | Robertson | TX    | 1129/396            |
| 5                       | 887208.010       | Stanley McBride                                                                          | EnCana Oil and Gas (USA), Inc. | 01/05/2011 | Robertson | TX    | 1128/550            |
| 5                       | 887208.007       | Thelma McBride Moore                                                                     | EnCana Oil and Gas (USA), Inc. | 01/05/2011 | Robertson | TX    | 1128/562            |
| 5                       | 887208.051       | Mitchal R. McBride                                                                       | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1158/414            |
| 5                       | 887208.048       | Roy A. McBride                                                                           | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1150/393            |
| 5                       | 887208.012       | Christine McBride Russell                                                                | EnCana Oil and Gas (USA), Inc. | 01/15/2011 | Robertson | TX    | 1128/554            |
| 5                       | 887208.009       | Virginia McBride Idividually and as Independent Executrix of A.W. McBride, Dec'd, Estate | EnCana Oil and Gas (USA), Inc. | 01/15/2011 | Robertson | TX    | 1128/546            |
| 5                       | 887208.037       | Homer E. Franks                                                                          | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1139/191            |
| 5                       | 887208.036       | Teresa Franks Warner                                                                     | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1139/195            |
| 5                       | 887208.035       | James A. Franks                                                                          | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1139/187            |
| 5                       | 887208.023       | Nancy Franks Sebesta                                                                     | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/122            |
| 5                       | 887208.015       | Paige L. Franks Bamberg                                                                  | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/82             |
| 5                       | 887208.041       | James Robert Franks                                                                      | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1146/345            |
| 5                       | 887208.030       | James L. Carter                                                                          | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/771            |
| 5                       | 887208.011       | Marge McBride Bomar                                                                      | EnCana Oil and Gas (USA), Inc. | 01/15/2011 | Robertson | TX    | 1128/558            |
| 5                       | 887208.003       | Bernice L. McBride                                                                       | EnCana Oil and Gas (USA), Inc. | 01/15/2011 | Robertson | TX    | 1129/416            |
| 5                       | 887208.045       | Judy Hoffman Gaspard                                                                     | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1150/397            |
| 5                       | 887208.046       | Curtis W. Hoffman, Jr.                                                                   | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1150/401            |
| 5                       | 887208.050       | Randy Lee Hoffman                                                                        | EnCana Oil and Gas (USA), Inc. | 11/16/2011 | Robertson | TX    | 1154/109            |
| 5                       | 887208.043       | Kimberly Kay Hoffman Achilles                                                            | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1147/38             |
| 5                       | 887208.042       | Sidney Joe Hoffman                                                                       | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1147/658            |
| 5                       | 887208.047       | Jerry M. Hoffman                                                                         | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1149/264            |
| 5                       | 887208.029       | Sidney Morris, Jr.                                                                       | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/763            |
| 5                       | 887208.025       | C. J. Crisp                                                                              | EnCana Oil and Gas (USA), Inc. | 03/24/2011 | Robertson | TX    | 1133/130            |
| - 5                     | 887208.040       | Betsy Crisp Henslee                                                                      | EnCana Oil and Gas (USA), Inc. | 07/13/2011 | Robertson | TX    | 1143/200            |

## EXHIBIT "A"

Attached to and Made a Part of

## POOLING DECLARATION

CIRCLE M RANCH-HOYT GAS UNIT <sup>Doc</sup> 20121106 <sup>Bk</sup> OR <sup>Vol</sup> 1162 <sup>Pg</sup> 216

| TRACT NO. | ENCANA LEASE NO. | LESSOR                                                            | LESSEE                         | LEASE DATE | COUNTY    | STATE | RECORDING BOOK/PAGE |
|-----------|------------------|-------------------------------------------------------------------|--------------------------------|------------|-----------|-------|---------------------|
| 5         | 887208.002       | Sam Hale Morris                                                   | EnCana Oil and Gas (USA), Inc. | 01/25/2011 | Robertson | TX    | 1131/412            |
| 5         | 887208.044       | James Sidney Morris                                               | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1147/22             |
| 5         | 887208.024       | Alpha O. Van Dooley, Life Tenant                                  | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/126            |
| 5         | 887208.027       | Debra Dooley Salcido                                              | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/775            |
| 5         | 887208.034       | Yvonne Dooley McKay                                               | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1136/219            |
| 5         | 887208.039       | Roger D. Dooley                                                   | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1143/196            |
| 5         | 887208.049       | Randy Lane Dooley                                                 | EnCana Oil and Gas (USA), Inc. | 09/16/2011 | Robertson | TX    | 1150/389            |
| 5         | 887208.006       | Philip M. Dooley                                                  | EnCana Oil and Gas (USA), Inc. | 01/25/2011 | Robertson | TX    | 1129/392            |
| 5         | 887208.014       | Paula Dooley                                                      | EnCana Oil and Gas (USA), Inc. | 03/18/2011 | Robertson | TX    | 1133/90             |
| 5         | 887208.005       | Patricia Gay Dooley Schnell                                       | EnCana Oil and Gas (USA), Inc. | 01/25/2011 | Robertson | TX    | 1129/400            |
| 5         | 887208.013       | Rhonda Dooley                                                     | EnCana Oil and Gas (USA), Inc. | 03/18/2011 | Robertson | TX    | 1133/86             |
| 5         | 887208.032       | Norma Jean McBride                                                | EnCana Oil and Gas (USA), Inc. | 01/25/2011 | Robertson | TX    | 1129/404            |
| 5         | 887208.033       | Ray McBride                                                       | EnCana Oil and Gas (USA), Inc. | 01/25/2011 | Robertson | TX    | 1129/408            |
| 5         | 887208.004       | J. T. McBride                                                     | EnCana Oil and Gas (USA), Inc. | 01/25/2011 | Robertson | TX    | 1129/412            |
| 5         | 887208.038       | Billy Robert McBride                                              | EnCana Oil and Gas (USA), Inc. | 05/04/2011 | Robertson | TX    | 1143/189            |
| 5         | 887208.020       | James M. Owen                                                     | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/98             |
| 5         | 887208.022       | Theo Dwight Owen                                                  | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/102            |
| 5         | 887208.016       | Joseph W. Owen                                                    | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/94             |
| 5         | 887208.026       | Frances Owen Reid                                                 | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/118            |
| 5         | 887208.017       | Bobby Lee Owen                                                    | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/106            |
| 5         | 887208.021       | Elliott G. Owen                                                   | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/110            |
| 5         | 887208.028       | Kenneth D. Owen                                                   | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/767            |
| 5         | 887208.019       | Patricia Owen Minter                                              | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/114            |
| 5         | 887208.031       | Gary W. McBride                                                   | EnCana Oil and Gas (USA), Inc. | 03/28/2011 | Robertson | TX    | 1133/779            |
| 9, 9A     | 883165.000       | Odis Archer Hoyt, Jr.                                             | Leor Energy, L.P.              | 09/13/2005 | Robertson | TX    | 921/158             |
| 10, 39    | 895785.000       | Katie Sue Spillers and husband, D. M. Spillers                    | EnCana Oil and Gas (USA), Inc. | 11/22/2010 | Robertson | TX    | 1123/709            |
| 11        | 895745.000       | The Commissioner of the General Land Office of the State of Texas | EnCana Oil and Gas (USA), Inc. | 06/07/2011 | Robertson | TX    | 1139/175            |
| 12        | 895725.000       | Easterly Volunteer Fire Dept                                      | EnCana Oil and Gas (USA), Inc. | 11/09/2010 | Robertson | TX    | 1120/640            |

EXHIBIT "A"  
 Attached to and Made a Part of  
 POOLING DECLARATION  
 CIRCLE M RANCH-HOYT GAS UNIT

Doc. 20121106 Bk OR Vol 1162 Ps 217

| TRACT NO. | ENCANA LEASE NO. | LESSOR                                                                                                                             | LESSEE                         | LEASE DATE | COUNTY    | STATE | RECORDING BOOK/PAGE |
|-----------|------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------|-----------|-------|---------------------|
| 13        | 895766.000       | Lawrence K. DeZavala and wife, Rachel S. DeZavala, as trustees of the DeZavala Family Living Trust                                 | EnCana Oil and Gas (USA), Inc. | 12/06/2010 | Robertson | TX    | 1122/598            |
| 14        | 895807.000       | Selestino Castillo                                                                                                                 | EnCana Oil and Gas (USA), Inc. | 12/16/2010 | Robertson | TX    | 1128/526            |
| 15        | 884426.000       | Thomas Edgar Phillips                                                                                                              | EnCana Oil and Gas (USA), Inc. | 09/27/2010 | Robertson | TX    | 1117/585            |
| 16        | 888736.000       | Union Pacific Railroad                                                                                                             | EnCana Oil and Gas (USA), Inc. | 03/24/2011 | Robertson | TX    | 1133/646            |
| 17        | 875871.072       | Rayne Knight                                                                                                                       | EnCana Oil and Gas (USA), Inc. | 10/16/2010 | Robertson | TX    | 1119/140            |
| 17        | 878399.004       | William C. Autrey, et al                                                                                                           | EnCana Oil and Gas (USA), Inc. | 11/09/2010 | Robertson | TX    | 1120/628            |
| 17        | 875871.021       | Florence Ann Byrd Heath                                                                                                            | Leor Energy, L.P.              | 05/24/2005 | Robertson | TX    | 902/782             |
| 17        | 875871.066       | William F. Morrison                                                                                                                | EnCana Oil and Gas (USA), Inc. | 08/04/2010 | Robertson | TX    | 1114/52             |
| 17        | 875871.070       | David Morrison                                                                                                                     | EnCana Oil and Gas (USA), Inc. | 10/04/2010 | Robertson | TX    | 1119/157            |
| 17        | 875871.074       | Anne Nagim                                                                                                                         | EnCana Oil and Gas (USA), Inc. | 09/20/2010 | Robertson | TX    | 1119/154            |
| 17        | 875871.077       | Joe M. Bartley                                                                                                                     | EnCana Oil and Gas (USA), Inc. | 12/06/2010 | Robertson | TX    | 1123/615            |
| 17        | 875871.076       | D. Scott Bartley                                                                                                                   | EnCana Oil and Gas (USA), Inc. | 11/29/2010 | Robertson | TX    | 1123/612            |
| 17        | 875871.071       | Frank Keith Morrison                                                                                                               | EnCana Oil and Gas (USA), Inc. | 10/04/2010 | Robertson | TX    | 1119/148            |
| 17        | 875871.069       | Michael G. Morrison                                                                                                                | EnCana Oil and Gas (USA), Inc. | 10/04/2010 | Robertson | TX    | 1119/160            |
| 17        | 878399.005       | Betty Louise Roach Morrison, Trustee of the James E. Morrison and Betty Louise Roach Morrison Trust u/w/o James E. Morrison, dec'd | EnCana Oil and Gas (USA), Inc. | 09/10/2010 | Robertson | TX    | 1120/634            |
| 17        | 875871.067       | David W. Snyder                                                                                                                    | EnCana Oil and Gas (USA), Inc. | 08/04/2010 | Robertson | TX    | 1114/475            |
| 17        | 875871.068       | Brian Lee Snyder                                                                                                                   | EnCana Oil and Gas (USA), Inc. | 08/04/2010 | Robertson | TX    | 1115/267            |
| 17        | 875871.036       | Douglas DeOrchis                                                                                                                   | EnCana Oil and Gas (USA), Inc. | 11/09/2009 | Robertson | TX    | 1092/470            |
| 17        | 875871.075       | Diane F. Vogth-Eriksen                                                                                                             | EnCana Oil and Gas (USA), Inc. | 9/202010   | Robertson | TX    | 1123/621            |
| 17        | 875871.073       | Vincent M. DeOrchis                                                                                                                | EnCana Oil and Gas (USA), Inc. | 09/20/2010 | Robertson | TX    | 1119/151            |
| 18        | 884483.001       | Vernon E. Hancock                                                                                                                  | EnCana Oil and Gas (USA), Inc. | 11/05/2010 | Robertson | TX    | 1123/663            |
| 18        | 884483.002       | Robert L. Hancock                                                                                                                  | EnCana Oil and Gas (USA), Inc. | 11/05/2010 | Robertson | TX    | 1123/668            |
| 19        | 895814.000       | Larry Glenn Boring                                                                                                                 | EnCana Oil and Gas (USA), Inc. | 01/15/2011 | Robertson | TX    | 1133/783            |
| 20        | 899815.001       | David Snyder                                                                                                                       | EnCana Oil and Gas (USA), Inc. | 11/15/2011 | Robertson | TX    | 1154/117            |
| 20        | 899815.002       | Brian Snyder                                                                                                                       | EnCana Oil and Gas (USA), Inc. | 11/15/2011 | Robertson | TX    | 1154/113            |

POOLING DECLARATION  
 CIRCLE M RANCH-HOYT GAS UNIT

| TRACT NO. | ENCANA LEASE NO. | LESSOR                                                                               | LESSEE                         | LEASE DATE | COUNTY    | STATE | RECORDING BOOK/PAGE |
|-----------|------------------|--------------------------------------------------------------------------------------|--------------------------------|------------|-----------|-------|---------------------|
| 21        | 875871.056       | Thomas E. Phillips                                                                   | EnCana Oil and Gas (USA), Inc. | 12/18/2009 | Robertson | TX    | 1095/602            |
| 22        | 895711.000       | Steven Oren Autrey                                                                   | EnCana Oil and Gas (USA), Inc. | 12/15/2010 | Robertson | TX    | 1124/619            |
| 23        | 895710.000       | Connie Sue Bell                                                                      | EnCana Oil and Gas (USA), Inc. | 12/15/2010 | Robertson | TX    | 1126/426            |
| 25        | 895806.000       | Charles Ellison                                                                      | EnCana Oil and Gas (USA), Inc. | 12/07/2010 | Robertson | TX    | 1128/542            |
| 26        | 895773.002       | Karen Ann Byrd Kilsby                                                                | EnCana Oil and Gas (USA), Inc. | 11/05/2010 | Robertson | TX    | 1122/605            |
| 26        | 895773.003       | Angella S. Byrd                                                                      | EnCana Oil and Gas (USA), Inc. | 11/10/2010 | Robertson | TX    | 1123/658            |
| 26        | 895773.001       | Wallace W. Byrd                                                                      | EnCana Oil and Gas (USA), Inc. | 11/10/2010 | Robertson | TX    | 1122/609            |
| 26        | 895773.004       | James R. Byrd                                                                        | EnCana Oil and Gas (USA), Inc. | 11/10/2010 | Robertson | TX    | 1122/601            |
| 26        |                  | Patricia Rose Byrd Derr                                                              | EnCana Oil and Gas (USA), Inc. | 11/16/2011 | Robertson | TX    | 1154/121            |
| 27        | 895715.000       | Kelly Ellison-Castillo                                                               | EnCana Oil and Gas (USA), Inc. | 12/15/2010 | Robertson | TX    | 1126/442            |
| 28        | 897510.000       | Connie Sue Bell                                                                      | EnCana Oil and Gas (USA), Inc. | 12/15/2010 | Robertson | TX    | 1126/426            |
| 29        | 899808.000       | Kellie E. White                                                                      | EnCana Oil and Gas (USA), Inc. | 10/17/2011 | Robertson | TX    | 1149/274            |
| 30        | 895808.000       | Marie Stem, Individually and as sole beneficiary u/w/o Cecil Wilma P. Chapman, dec'd | EnCana Oil and Gas (USA), Inc. | 12/17/2010 | Robertson | TX    | 1126/458            |
| 31        | 895811.001       | Bobby Mathews and wife, Daphne Matthews                                              | EnCana Oil and Gas (USA), Inc. | 12/13/2010 | Robertson | TX    | 1126/434            |
| 31, 32    | 895810.002       | Bradley Liner and wife, Belinda Gail Liner                                           | EnCana Oil and Gas (USA), Inc. | 01/05/2011 | Robertson | TX    | 1127/92             |
| 32        | 895810.001       | Bobby Mathews and wife, Daphne Matthews                                              | EnCana Oil and Gas (USA), Inc. | 12/13/2010 | Robertson | TX    | 1126/438            |
| 33, 34    | 895782.001       | Lisa Diann Shaw Barry                                                                | EnCana Oil and Gas (USA), Inc. | 12/13/2010 | Robertson | TX    | 1124/655            |
| 33        | 899816.001       | G. R. Caudle and wife, Mary Caudle                                                   | EnCana Oil and Gas (USA), Inc. | 01/10/2012 | Robertson | TX    | 1158/385            |
| 34        | 895782.005       | Larry Lee Martin                                                                     | EnCana Oil and Gas (USA), Inc. | 12/13/2010 | Robertson | TX    | 1126/450            |
| 35        | 895747.000       | James D. Elliott and wife, Gloria Elliott                                            | EnCana Oil and Gas (USA), Inc. | 11/09/2010 | Robertson | TX    | 1120/646            |
| 36        | 895777.000       | Steven Oren Autrey and wife, Dena Autrey                                             | EnCana Oil and Gas (USA), Inc. | 10/22/2010 | Robertson | TX    | 1123/654            |
| 37        | 895805.000       | Easterly Baptist Church                                                              | EnCana Oil and Gas (USA), Inc. | 12/15/2010 | Robertson | TX    | 1124/627            |
| 38        | 895724.000       | Norman McClure                                                                       | EnCana Oil and Gas (USA), Inc. | 10/22/2010 | Robertson | TX    | 1120/246            |
| 40, 41    | 877052.007       | Ronald W. Corn                                                                       | EnCana Oil and Gas (USA), Inc. | 10/12/2010 | Robertson | TX    | 1119/145            |
| 40, 41    | 877052.006       | Beverly Cox Miller                                                                   | EnCana Oil and Gas (USA), Inc. | 10/12/2010 | Robertson | TX    | 1121/616            |
| 40, 41    | 877052.010       | Cynthia Lousie Parker                                                                | EnCana Oil and Gas (USA), Inc. | 10/12/2010 | Robertson | TX    | 1120/249            |
| 40        | 877052.013       | William C. Budewig et ux                                                             | EnCana Oil and Gas (USA), Inc. | 09/07/2010 | Robertson | TX    | 1116/61             |
| 40        | 877052.014       | Allen R. Wissinger, Jr. et ux                                                        | EnCana Oil and Gas (USA), Inc. | 09/17/2010 | Robertson | TX    | 1116/758            |

## EXHIBIT "A"

Attached to and Made a Part of Doc

Bk

Vol

Pg

POOLING DECLARATION

20121106 OR

1162

219

## CIRCLE M RANCH-HOYT GAS UNIT

| TRACT NO. | ENCANA LEASE NO. | LESSOR                                                                                                     | LESSEE                         | LEASE DATE | COUNTY    | STATE | RECORDING BOOK/PAGE |
|-----------|------------------|------------------------------------------------------------------------------------------------------------|--------------------------------|------------|-----------|-------|---------------------|
| 40, 41    | 877052.011       | G. H. Ingram, Jr.                                                                                          | EnCana Oil and Gas (USA), Inc. | 08/05/2010 | Robertson | TX    | 1113/600            |
| 41        | 877052.012       | Jack W. Fitzwater et ux                                                                                    | EnCana Oil and Gas (USA), Inc. | 08/12/2010 | Robertson | TX    | 1114/478            |
| 42        | 899806.000       | Circle M Ranch, Ltd.                                                                                       | EnCana Oil and Gas (USA), Inc. | 08/24/2011 | Robertson | TX    | 1144/356            |
| 43        | 877053.001       | Nelda R. Cameron                                                                                           | Leor Energy, L.P.              | 08/27/2004 | Robertson | TX    | 878/350             |
| 43        | 877053.005       | Linda S. Davis, Individually and as Trustee of the Robert Franklin Davis Testamentary Trust (ID 746446415) | Leor Energy, L.P.              | 01/16/2008 | Robertson | TX    | 1046/130            |
| 43        | 877053.006       | Eugene L. Davis                                                                                            | Leor Energy, L.P.              | 10/15/2008 | Robertson | TX    | 1054/452            |
| 44        | 899817.001       | Bonnie Bell Green Honeycutt                                                                                | EnCana Oil and Gas (USA), Inc. | 01/06/2012 | Robertson | TX    | 1158/410            |

EXHIBIT "B"  
Attached to and Made a Part of  
POOLING DECLARATION  
CIRCLE M RANCH-HOYT GAS UNIT

| TRACT | AC. IN UNIT | CALLED AC. & P.P. | OWNER                 |
|-------|-------------|-------------------|-----------------------|
| 1     | 83.20       | 143.8-588/710     | CIRCLE M. RANCH, LTD. |
| 2     | 0.788       | 823-80-42/310     | CIRCLE M. RANCH, LTD. |
| 3     | 8.1         | 113.5-788/343     | CIRCLE M. RANCH, LTD. |
| 4     | 1           | 1-788/343         | CIRCLE M. RANCH, LTD. |
| 5     | 128         | 120-788/343       | CIRCLE M. RANCH, LTD. |
| 6     | 16.84       | 21-78-588/710     | CIRCLE M. RANCH, LTD. |
| 7     | 1.0         | 1.5-788/343       | CIRCLE M. RANCH, LTD. |
| 8     | 3.83        | 5.8-788/343       | CIRCLE M. RANCH, LTD. |
| 9     | 74.42       | 120.8-42/284      | 2008 ANCHOR HOYT, JR. |
| 10    | 42          | 40-143/817        | WENDY HOYT, JR.       |
| 11    | 1.25        | 11-25-177/508     | WENDY HOYT, JR.       |
| 12    | 7.8         | NAVY 78           | WENDY HOYT, JR.       |
| 13    | 1.91        | 488/780           | EASTON V.F.'S ASSOC.  |
| 14    | 0.82        | 3.75-507/712      | JAMES H. WENDEL, III  |
| 15    | 1           | 1-507/712         | THOMAS E. PHILLIPS    |
| 16    | 158.3       | 158-328/388       | THOMAS E. PHILLIPS    |
| 17    | 20.3        | 20.3-328/388      | THOMAS E. PHILLIPS    |
| 18    | 20.3        | 20.3-328/388      | THOMAS E. PHILLIPS    |
| 19    | 20.3        | 20.3-328/388      | THOMAS E. PHILLIPS    |
| 20    | 11.7        | 20.3-328/388      | THOMAS E. PHILLIPS    |
| 21    | 10.1        | 10.1-328/388      | THOMAS E. PHILLIPS    |
| 22    | 11.7        | 11.7-328/388      | THOMAS E. PHILLIPS    |
| 23    | 42          | 42-156/458        | WELSH OILFIELD        |
| 24    | 81          | 81-156/458        | WELSH OILFIELD        |
| 25    | 81          | 81-156/458        | WELSH OILFIELD        |
| 26    | 81          | 81-156/458        | WELSH OILFIELD        |
| 27    | 81          | 81-156/458        | WELSH OILFIELD        |
| 28    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 30    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 36    | 81          | 81-156/458        | WELSH OILFIELD        |
| 37    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 40    | 81          | 81-156/458        | WELSH OILFIELD        |
| 41    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 55    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 59    | 81          | 81-156/458        | WELSH OILFIELD        |
| 60    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 65    | 81          | 81-156/458        | WELSH OILFIELD        |
| 66    | 81          | 81-156/458        | WELSH OILFIELD        |
| 67    | 81          | 81-156/458        | WELSH OILFIELD        |
| 68    | 81          | 81-156/458        | WELSH OILFIELD        |
| 69    | 81          | 81-156/458        | WELSH OILFIELD        |
| 70    | 81          | 81-156/458        | WELSH OILFIELD        |
| 71    | 81          | 81-156/458        | WELSH OILFIELD        |
| 72    | 81          | 81-156/458        | WELSH OILFIELD        |
| 73    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 76    | 81          | 81-156/458        | WELSH OILFIELD        |
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| 78    | 81          | 81-156/458        | WELSH OILFIELD        |
| 79    | 81          | 81-156/458        | WELSH OILFIELD        |
| 80    | 81          | 81-156/458        | WELSH OILFIELD        |
| 81    | 81          | 81-156/458        | WELSH OILFIELD        |
| 82    | 81          | 81-156/458        | WELSH OILFIELD        |
| 83    | 81          | 81-156/458        | WELSH OILFIELD        |
| 84    | 81          | 81-156/458        | WELSH OILFIELD        |
| 85    | 81          | 81-156/458        | WELSH OILFIELD        |
| 86    | 81          | 81-156/458        | WELSH OILFIELD        |
| 87    | 81          | 81-156/458        | WELSH OILFIELD        |
| 88    | 81          | 81-156/458        | WELSH OILFIELD        |
| 89    | 81          | 81-156/458        | WELSH OILFIELD        |
| 90    | 81          | 81-156/458        | WELSH OILFIELD        |
| 91    | 81          | 81-156/458        | WELSH OILFIELD        |
| 92    | 81          | 81-156/458        | WELSH OILFIELD        |
| 93    | 81          | 81-156/458        | WELSH OILFIELD        |
| 94    | 81          | 81-156/458        | WELSH OILFIELD        |
| 95    | 81          | 81-156/458        | WELSH OILFIELD        |
| 96    | 81          | 81-156/458        | WELSH OILFIELD        |
| 97    | 81          | 81-156/458        | WELSH OILFIELD        |
| 98    | 81          | 81-156/458        | WELSH OILFIELD        |
| 99    | 81          | 81-156/458        | WELSH OILFIELD        |
| 100   | 81          | 81-156/458        | WELSH OILFIELD        |

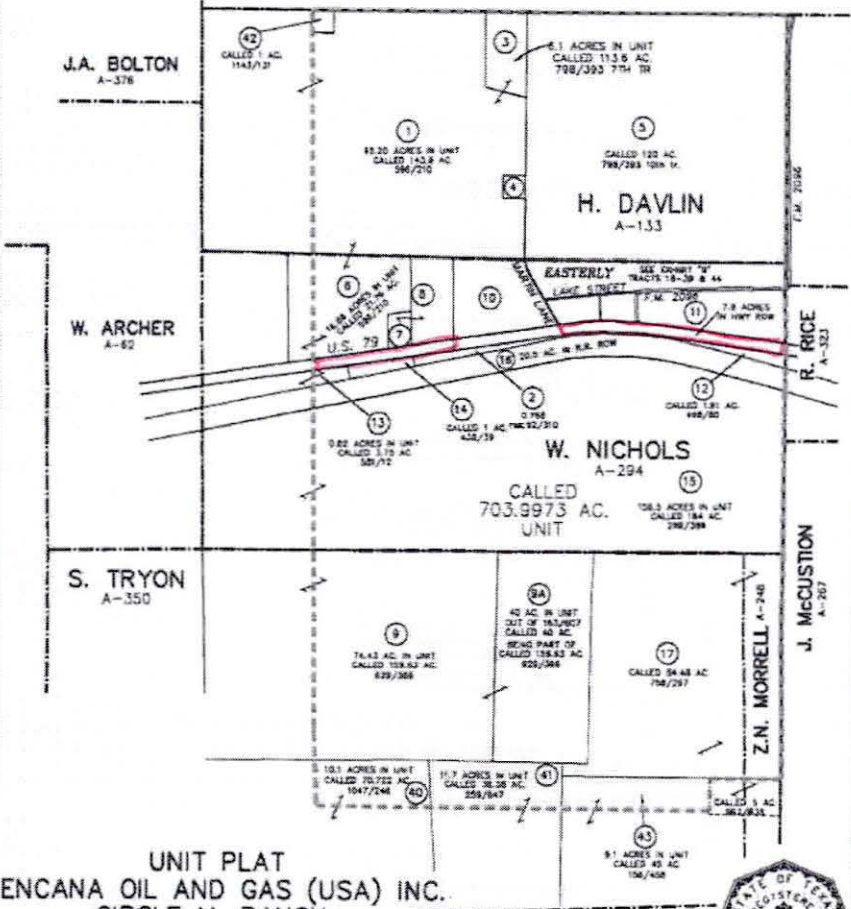
The information contained on this plat is intended for the sole use of ENCANIA OIL & GAS (USA) INC.

PREPARED BY:  
**STANGER**  
SURVEYING & TITLE, L.P.  
1585 E. Grande Blvd.  
Tyler, TX 75703  
(903) 534-0174

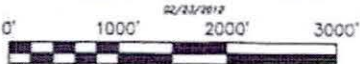


J.W. HILL  
A-178

TOTAL ACREAGE IN UNIT = 703.9973  
Acreage shown hereon furnished by others.



UNIT PLAT  
ENCANA OIL AND GAS (USA) INC.  
CIRCLE M. RANCH-  
HOYT GAS UNIT  
ROBERTSON COUNTY, TEXAS  
SCALE: 1" = 1000'



ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON C.P.S. DATA CONVERTED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 1983).  
I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



By: *[Signature]*  
JOHN R. NOWLIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4898

EXHIBIT "B-1"  
Attached to and Made a Part of  
POOLING DECLARATION  
CIRCLE M RANCH-HOYT GAS UNIT

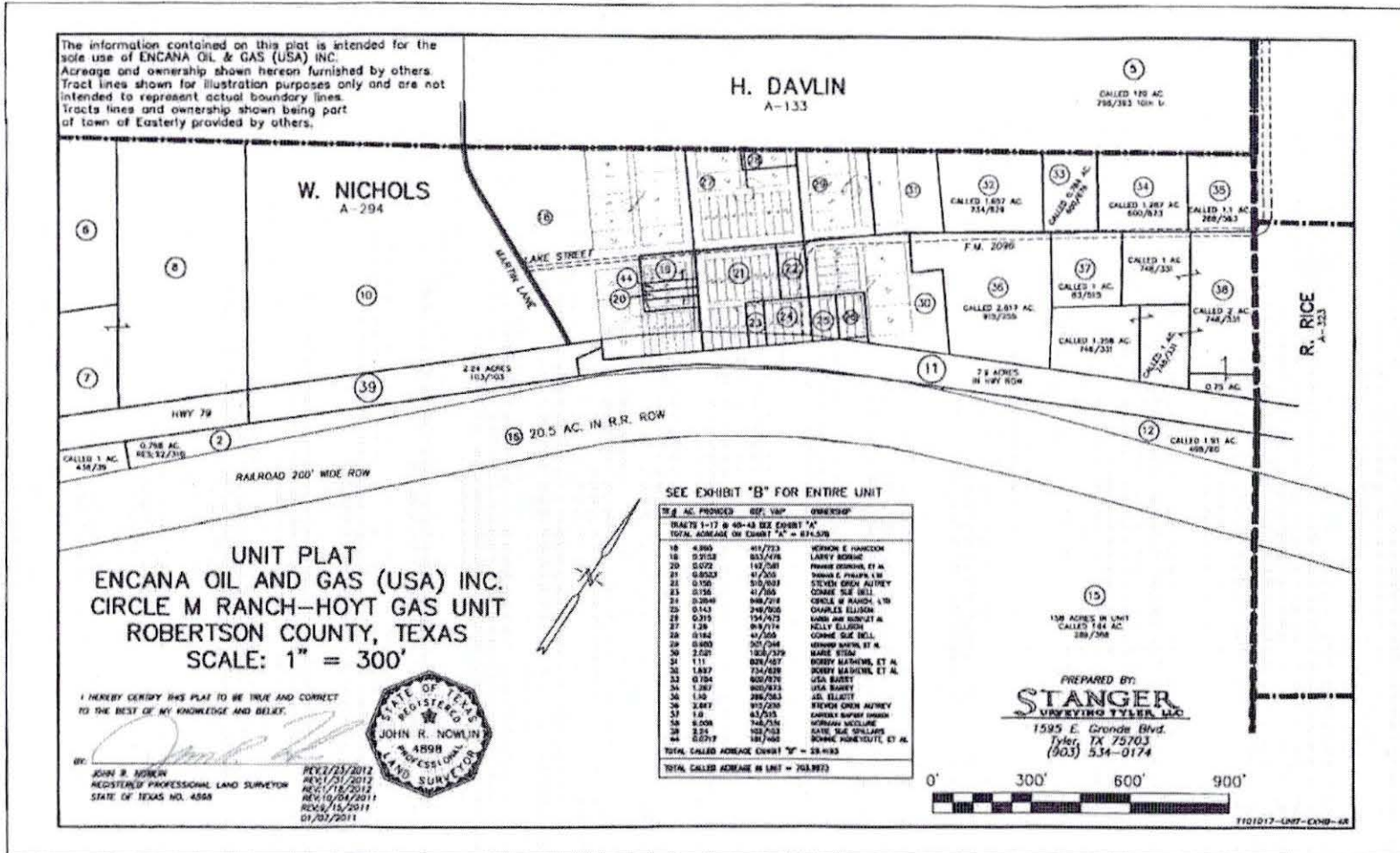


EXHIBIT "C"  
Attached to and Made a Part of  
POOLING DECLARATION  
CIRCLE M RANCH-HOYT GAS UNIT

BEING a called 703.9973 acre unit situated in the H. Davlin survey, A-133, the W. Nichols survey, A-294, the S. Tryon survey, A-350 and the Z.N. Morrell survey, A-248 all in Robertson County, Texas, and being 92.20 acres in unit out of a called 143.9 acre tract described in Volume 596, Page 210, and being 0.798 acres of land being the residual acreage out of a called 60 acres of land described in Volume 92, Page 310, and being 6.1 acres in unit out of a called 113.6 acre tract described as 7<sup>th</sup> tract in Volume 798, Page 393, and being all of a called 1 acre tract described in Volume 798, Page 393, and being all of a called 120 acre tract described as 10<sup>th</sup> tract in Volume 798, Page 393, and being 16.66 acres in unit out of a called 21.76 acre tract described in Volume 596, Page 210, and being a called 1.5 acre tract described in Volume 798, Page 393, and being a called 5.63 acre tract described in Volume 798, Page 393, and being 74.43 acres in unit out of a called 159.63 acre tract described in Volume 629, Page 366, and being a called 40 acre tract described in Volume 163, Page 607 being part of said called 159.63 acre tract, and being a called 11.25 acre tract described in Volume 177, Page 508, and being 7.9 acres of land being that portion of Highway 79 within the bounds of hereon described unit, and being a called 1.91 acre tract described in Volume 498, Page 80, and being 0.82 acres in unit out of a called 3.75 acre tract described in Volume 581, Page 12, and being a called 1 acre tract described in Volume 438, Page 39, and being 156.5 acres in unit out of a called 184 acre tract described in Volume 289, Page 388, and being 20.5 acres of land being that portion of the Union Pacific Railroad Co. right-of-way within the bounds of the hereon described unit, and being all of a called 84.48 acre tract described in Volume 758, Page 297, and being a called 4.995 acre tract described in Volume 411, Page 723, and being a called 0.2152 acre tract described in Volume 853, Page 476, and being a called 0.072 acre tract described in Volume 142, Page 581, and being a called 0.8523 acre tract described in Volume 41, Page 355, and being a called 0.155 acre tract described in Volume 510, Page 607, and being a called 0.155 acre tract described in Volume 41, Page 355, and being a called 0.2841 acre tract described in Volume 596, Page 210, and being a called 0.143 acre tract described in Volume 249, Page 805, and being a called 0.215 acre tract described in Volume 154, Page 475, and being a called 1.29 acre tract described in Volume 919, Page 174, and being a called 0.162 acre tract described in Volume 41, Page 355, and being a called 0.985 acre tract described in Volume 501, Page 346, and being a called 2.021 acre tract described in Volume 1000, Page 379, and being a called 1.11 acre tract described in Volume 829, Page 457, and being a called 1.657 acre tract described in Volume 734, Page 629, and being a called 0.784 acre tract described in Volume 600, Page 676, and being a called 1.287 acre tract described in Volume 600, Page 673, and being a called 1.10 acre tract described in Volume 288, Page 563, and being a called 2.617 acre tract described in Volume 915, Page 255, and being a called 1.0 acre tract described in Volume 63, Page 515, and being a called 6.008 acre tract described in Volume 748, Page 331, and being a called 2.24 acre tract described in Volume 103, Page 103, and being a called 0.0717 acre tract described in Volume 181, Page 460, and being 10.1 acres in unit out of a called 70.722 acre tract described in Volume 1047, Page 246, and being 11.7 acres in unit out of a called 36.38 acre tract described in Volume 259, Page 647, and being 9.1 acres in unit out of a called 45 acre tract described in Volume 156, Page 458, and being a called 1 acre tract described in Volume 1143, Page 131, all being in the deed records of Robertson County, Texas, said 703.9973 acre of land being more particularly described as follows;

BEGINNING at the most westerly corner of a called 5 acre tract of land described in Volume 963, Page 635 also being in the southeast line of said 84.48 acre tract and being in the northwest line of said 45 acre tract;

THENCE southeasterly with the southwest line of said 5 acre tract approximately 295 feet to a point for corner in southwest line of said 5 acre tract;

**THENCE** southwesterly parallel with northwest line of said 45 acre tract over and across said 45 acres continuing over and across said 36.38 acre tract and continuing into said 70.722 acre tract to a point for corner within bounds of said 70.722 acres also being in the northeast line of the Encana Oil & Gas (USA), Inc. Hoyt-Powell Gas Unit;

**THENCE** with the northeast line of said Hoyt-Powell Gas unit northwesterly over and across said 70.722 acre tract and across said 159.63 acre tract to a point being the northeast corner of said Hoyt-Powell Gas Unit and also being the southeast corner of the Encana Oil & Gas (USA) Inc. Caldwell-Russell Gas unit;

**THENCE** continuing with the northeast line of said Caldwell-Russell Gas Unit over and across said 159.63 acre tract, said 184 acre tract, said railroad right-of-way, said 3.75 acre tract, said Highway 79, said 21.76 acre tract and said 143.9 acre tract to the northeast corner of said Caldwell-Russell Gas unit in the northwest line of said 143.9 acre tract;

**THENCE** northeasterly with the northwest line of said 143.9 acre tract and the northwest line of said 1 acre tract, being with the northwest line of said H. Davlin survey over and across said 113.6 acre tract and with northwest line of said 120 acre tract to the northeast corner of said 120 acre tract;

**THENCE** southeasterly with the northeast line of said 120 acre tract to the southeast corner of same;

**THENCE** continuing southeasterly with the W. Nichols northeast line along east line of community of Easterly, over and across said Highway 79, northeast line of said 1.91 acre tract, over and across said Railroad right of way to the northeast corner of said 184 acre tract;

**THENCE** continuing southeasterly with the northeast line of said 184 acre tract and the east line of said 84.48 acre tract to the southeast corner of said 84.48 acre tract, also being the most northerly corner of said 5 acre tract described in Volume 963, Page 635;

**THENCE** southwesterly with the northwest line of said 5 acre tract and southeast line of said 84.48 acre tract back to the place of beginning containing 703.9973 acres of land.

Doc 20121106 Bk OR Vol 1162 Pg 223

File No. MF 112746  
Unit # 7407, Circle M  
Ranch - Hoyt Gas Unit  
Date Filed: 9/30/14  
Jerry E. Patterson, Commissioner  
By M. A.



**MEMORANDUM**

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

---

**TIME SENSITIVE: Action Required by: (August 30, 2022)**

**DATE:** August 9, 2022  
**TO:** Chief Clerk/Deputy Commissioner Havens  
**FROM:** Mary Beth Barnstone  
**SUBJECT:** HROW Unit Production Sharing Agreement for signature

**FILE COPY**

.....  
**SUMMARY:** Attached for your approval and signature are duplicate originals of a Production Sharing Agreement for a State highway right-of-way (“HROW”) Lease.

**DETAILS:** This agreement will allow the operator of the HROW lease to drill horizontal wells that cross the lease or units if pooled and existing private leases and/or units in the area and to allocate the production from said wells as provided in the agreement. This is a practice that is commonly used to facilitate the drilling of horizontal wells across existing units or leases that do not allow pooling. The GLO has previously participated in these types of agreements. This agreement has been reviewed and approved by Energy Resources staff and the Legal Services Division.

**Document Name**

**Recipient**

Production Sharing Agreement:  
Circle m Ranch-Hoyt Gas Unit  
HROW Unit 7407, M-112746  
Robertson County, Texas

Comstock Oil & Gas, LLC

**Recommendation:** Please sign and return to Mary Beth Barnstone in Energy Resources (3-6818).

**Attachment:** Two Production Sharing Agreements

**Thru:** Ken Mills

File No. MF 112746

Robertson County

Memo to Commissioner

Date Filed: 8/25/22

George P. Bush, Commissioner

By MB Barnstap



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

August 25, 2022

Mr. Travis Bourland  
Comstock Oil & Gas, LLC  
5300 Town & Country Blvd.  
Suite 500  
Frisco, Texas 75034

FILE COPY

Re: Production Sharing Agreement  
Circle M Ranch-Hoyt Gas Unit  
HROW Unit 7407, M-112746  
Robertson County, Texas

Dear Mr. Bourland,

Enclosed is a duplicate original of the above referenced Production Sharing Agreement (“PSA”) that has been executed by George P. Bush, Commissioner of the Texas General Land Office. We have retained an original of the PSA for our files.

Please provide our office with a **recorded copy of the PSA** if it is going to be recorded as soon as it is available. Additionally, after a Sharing Well is drilled, please provide our office with the final, “as-drilled” plat with the “Productive Drainhole Length/Allocation Factor” information and let us know what our participation in the well is going to be so we can get our lease records set up for the payment of royalties on the Sharing Well.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,

Mary Beth Barnstone  
Geotech / Landman  
Energy Resources  
Texas General Land Office  
Direct number: (512)463-6818  
Email: [mary.barnstone@glo.texas.gov](mailto:mary.barnstone@glo.texas.gov)

Enclosure

File No. MF 112746

Robertson County

Letter to Comstock

Date Filed: 8/25/22

George P. Bush, Commissioner

By MB Barnstone

**PRODUCTION SHARING AGREEMENT**

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

**WHEREAS**, each of the undersigned parties identified as “Interest Owners” owns an interest in the leases, minerals, royalties and/or executive rights under a portion or portions of the oil and gas leases and lands included in the pooled units described on Exhibit “A” and depicted on Exhibit “B” (the “Participating Units”); and

**WHEREAS**, Comstock Oil & Gas, LLC (“Comstock”) is the owner of the leases included in the Participating Units; and

**WHEREAS**, the Interest Owners wish to encourage further development of the Participating Units by the drilling of horizontal wells in order to:

- (a) Prevent physical and economic waste and the drilling of unnecessary wells, and
- (b) Increase the ultimate recovery of oil, natural gas and condensate from the Participating Units, and
- (c) Protect the correlative rights of all Interest Owners so that each may receive a fair share of the oil, natural gas and condensate production in and under the Participating Units; and

**WHEREAS**, to achieve these goals, Comstock may drill one or more future horizontal wells such that the horizontal well traverses across the Participating Unit(s) boundaries; and

**WHEREAS**, the Interest Owners agree that a basis for allocating production among the Participating Units and sharing in proceeds from a Sharing Well (defined below) should be established.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, each of the undersigned Interest Owners does hereby agree to the following:

1. For the purposes of this Production Sharing Agreement, the following definitions apply:
  - a. “Horizontal Well” shall mean a well with one or more drainholes with a horizontal displacement of at least 100 feet within the Correlative Interval
  - b. “Horizontal Drainhole” shall mean the portion of the Horizontal Well drilled within the Correlative Interval
  - c. “Correlative Interval” shall mean the depth interval designated by the field rules or by new field designation approved by the Railroad Commission of Texas, or where a depth interval has not been adopted, the producing interval for the field as determined by Comstock
  - d. “Take Point” shall mean any point along the Horizontal Drainhole where oil, gas, condensate and/or other hydrocarbons can enter the wellbore from the Correlative Interval and be produced
  - e. “Productive Drainhole Length” shall mean the horizontal length of the wellbore, beginning at the first Take Point of a Horizontal Well and running along the actually surveyed wellbore path and ending at the last Take Point. In the event a Sharing Well is developed with more than one Horizontal Drainhole, the Productive Drainhole Length shall be the sum of such horizontal lengths of all such Horizontal Drainholes
  - f. “Sharing Well” shall mean any Horizontal Well in which the Productive Drainhole Length is located on the Participating Units



- 2. Production from each Sharing Well(s) shall be allocated based upon the Productive Drainhole Length contained within a given Participating Unit, divided by the total Productive Drainhole Length of the Sharing Well.
- 3. This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party/parties hereto, but shall be binding upon each executing party, its heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgements, and the executing parties agree that the instruments shall be effective for all intents and purposes as a single instrument.

Executed by each party as of the date of such party's acknowledgement, but effective for all purposes as of the date of first production from any Sharing Well covered hereby.


**INTEREST OWNERS**


**STATE OF TEXAS**

Date Executed: \_\_\_\_\_

By: Mark Havens, Deputy Commissioner  
Texas General Land Office

Approved:


content 

min. leasing 

legal 

**COMSTOCK OIL & GAS, LLC**

By: Comstock Resources, Inc., its sole member

  
By: LaRae L. Sanders TB  
Vice President of Land

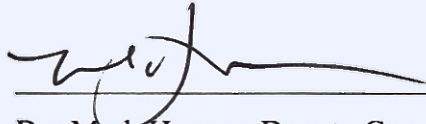
2. Production from each Sharing Well(s) shall be allocated based upon the Productive Drainhole Length contained within a given Participating Unit, divided by the total Productive Drainhole Length of the Sharing Well.
3. This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party/parties hereto, but shall be binding upon each executing party, its heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgements, and the executing parties agree that the instruments shall be effective for all intents and purposes as a single instrument.

Executed by each party as of the date of such party's acknowledgement, but effective for all purposes as of the date of first production from any Sharing Well covered hereby.

**INTEREST OWNERS**

**STATE OF TEXAS**

Date Executed: 8/15/22


  
\_\_\_\_\_

By: Mark Havens, Deputy Commissioner  
Texas General Land Office

Approved:  
content \_\_\_\_\_  
min. leasing \_\_\_\_\_  
legal \_\_\_\_\_

**COMSTOCK OIL & GAS, LLC**

By: Comstock Resources, Inc., its sole member

  
\_\_\_\_\_

By: LaRae L. Sanders TB  
Vice President of Land

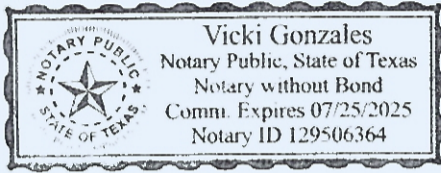


ACKNOWLEDGMENTS

STATE OF Luxar §

COUNTY OF Travis §

This instrument was acknowledged before me on this 15 day of August, 2022, by Mark Havens, Deputy Commissioner of the General Land Office, on behalf of the State of Texas.



Vicki Gonzales  
Notary Public, State of Texas

7/25/2025  
My Commission Expires

STATE OF TEXAS §

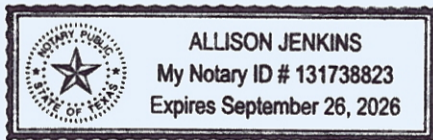
COUNTY OF COLLIN §

This instrument was acknowledged before me this 10th day of August, 2022, by LaRae L. Sanders, Vice President of Land, of Comstock Resources, Inc., a Nevada corporation, the Sole Member of Comstock Oil & Gas, LLC, a Nevada limited liability company.

Allison Jenkins

Notary Public for the State of Texas

My commission expires: \_\_\_\_\_



**EXHIBIT "A"**

**Circle M Ranch – Hoyt Gas Unit** – being 703.993 acres of land, more or less, and being the same land described in that certain Pooling Declaration dated February 28<sup>th</sup>, 2012, recorded in Volume 1162, Page 212, Official Public Records of Robertson County, Texas, and as amended in Volume 1211, Page 443, Official Public Records of Robertson County, Texas, and as further amended in Volume 1298, Page 687, Official Public Records of Robertson County, Texas, and as further amended in Volume 1332, Page 595, Official Public Records of Robertson County, Texas.

**HTC Ingram Gas Unit** – being 442.7922 acres of land, more or less, and being the same land described in that certain Designation of Pooled Unit dated January 13<sup>th</sup>, 2022, recorded in Volume 1469, Page 176, Official Public Records of Robertson County, Texas.





EXHIBIT "B"

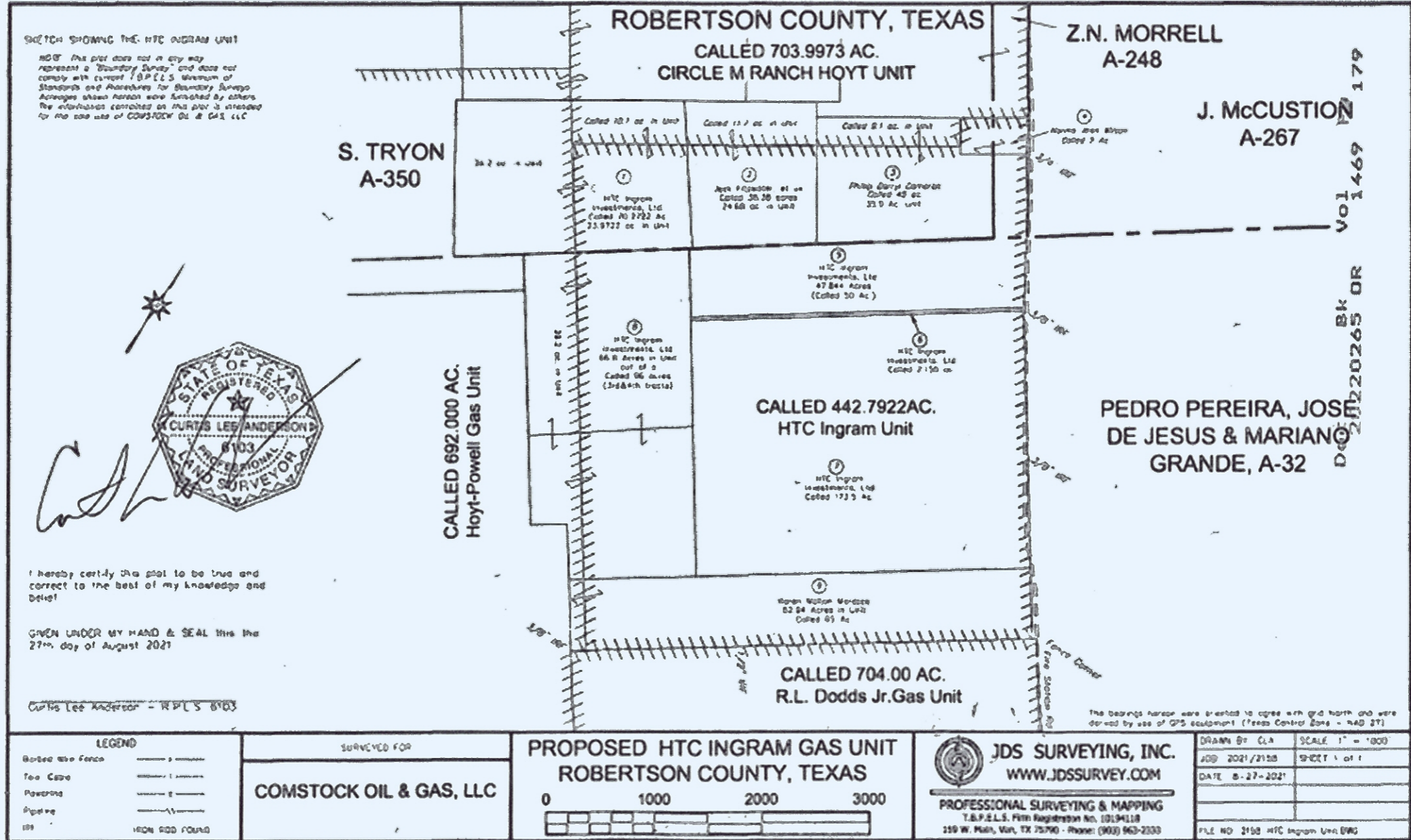


EXHIBIT "B"

| TR. # | AC. IN UNIT | CALLS            | OWNER                     |
|-------|-------------|------------------|---------------------------|
| 1     | 82.20       | 143.0-388/210    | CIRCLE M. RANCH, LTD.     |
| 2     | 0.788       | 820-42/210       | CIRCLE M. RANCH, LTD.     |
| 3     | 0.1         | 1-138-788/283    | CIRCLE M. RANCH, LTD.     |
| 4     | 1           | 1-788/283        | CIRCLE M. RANCH, LTD.     |
| 5     | 120         | 120-788/283      | CIRCLE M. RANCH, LTD.     |
| 6     | 18.80       | 21.78-388/210    | CIRCLE M. RANCH, LTD.     |
| 7     | 1.3         | 12-788/283       | CIRCLE M. RANCH, LTD.     |
| 8     | 0.89        | 0-89-788/283     | CIRCLE M. RANCH, LTD.     |
| 9     | 78.83       | 159.87-388/283   | CIRCLE M. RANCH, LTD.     |
| 10    | 43          | 43-788/283       | CIRCLE M. RANCH, LTD.     |
| 11    | 11.25       | 11.25-177/838    | SPICE TREE PLANTS, ET AL. |
| 12    | 7.8         | 838/78           | SHIRLEY V.P.A. 48500.     |
| 13    | 1.81        | 485/83           | SHIRLEY V.P.A. 48500.     |
| 14    | 0.82        | 2.15-581/13      | LAWRENCE S. BROWN, ET AL. |
| 15    | 1           | 1-438/78         | SELECTING GARFIELD        |
| 16    | 136.5       | 136.5-288/283    | TEODAS C. FIELDS          |
| 17    | 39.5        | 39.5-838/838     | WILLIAM H. HARRIS, JR.    |
| 18    | 84.84       | 84.84-128/287    | WILLIAM H. HARRIS, JR.    |
| 19    | 19.1        | 19.1-838-184/288 | WILLIAM H. HARRIS, JR.    |
| 20    | 11.7        | 28.38-228/847    | WILLIAM H. HARRIS, JR.    |
| 21    | 1           | 1-1142/121       | CIRCLE M. RANCH, LTD.     |
| 22    | 0.1         | 49-158/838       | NELSON CAMERON            |

SEE UNIT PLAT "A" FOR  
TRACTS 19-28 & 41. TOTAL AC. = 284.183

TOTAL ACRES IN UNIT = 703.9973

The information contained on this plat is intended for the sole use of ENCANA OIL & GAS (USA) INC.

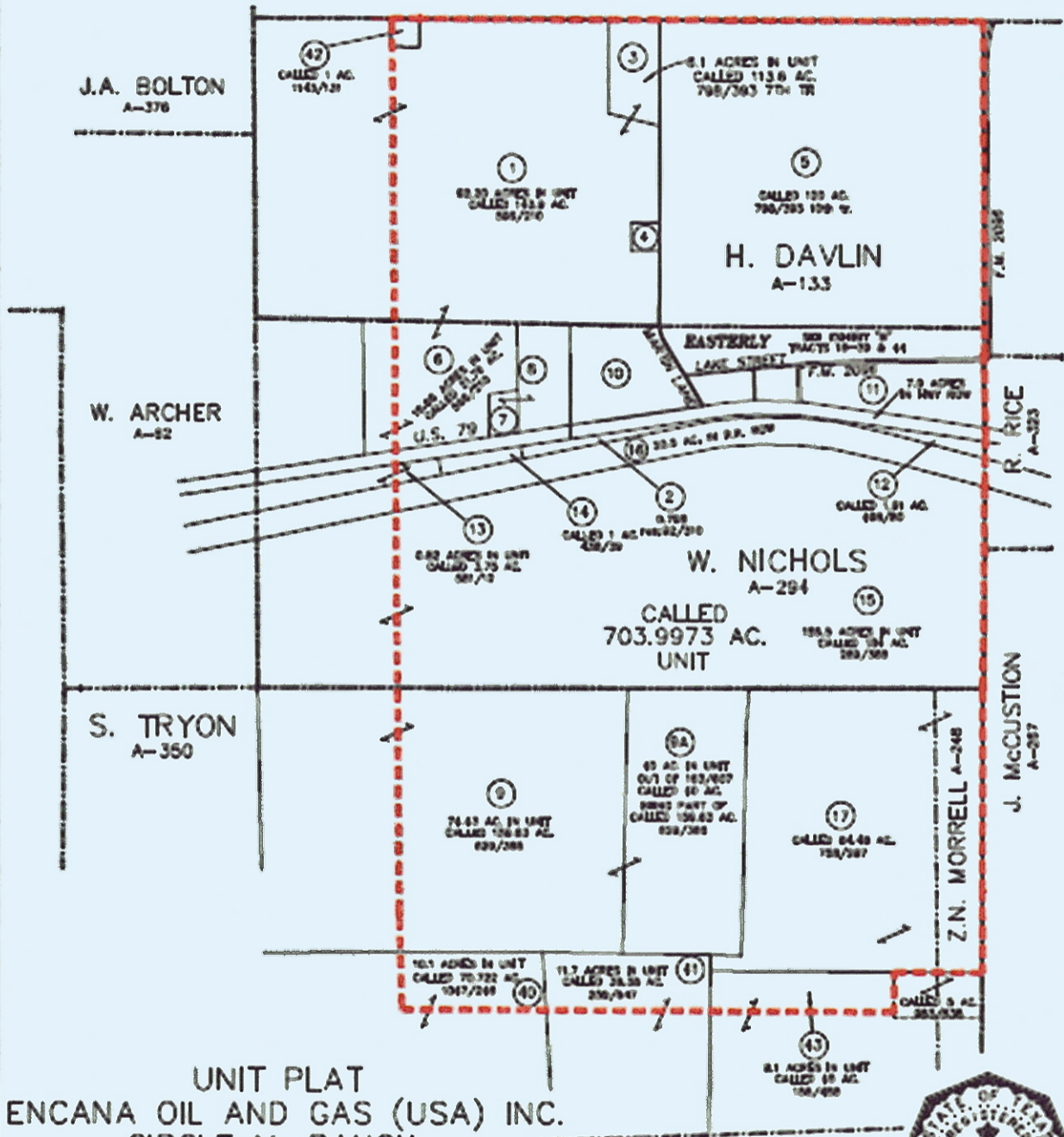
EXHIBIT "A"

PREPARED BY:  
**STANGER**  
SURVEYING TYLER, LLC  
1505 E Grande Blvd.  
Tyler, TX 75703  
(903) 534-0174

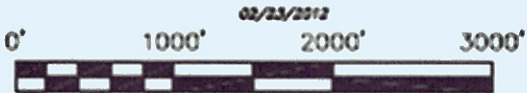


J.W. HILL  
A-178

Acres shown hereon furnished by others.



UNIT PLAT  
ENCANA OIL AND GAS (USA) INC.  
CIRCLE M. RANCH—  
HOYT GAS UNIT  
ROBERTSON COUNTY, TEXAS  
SCALE: 1" = 1000'



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

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

BY: *[Signature]*  
JOHN R. NOWLIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4898



122

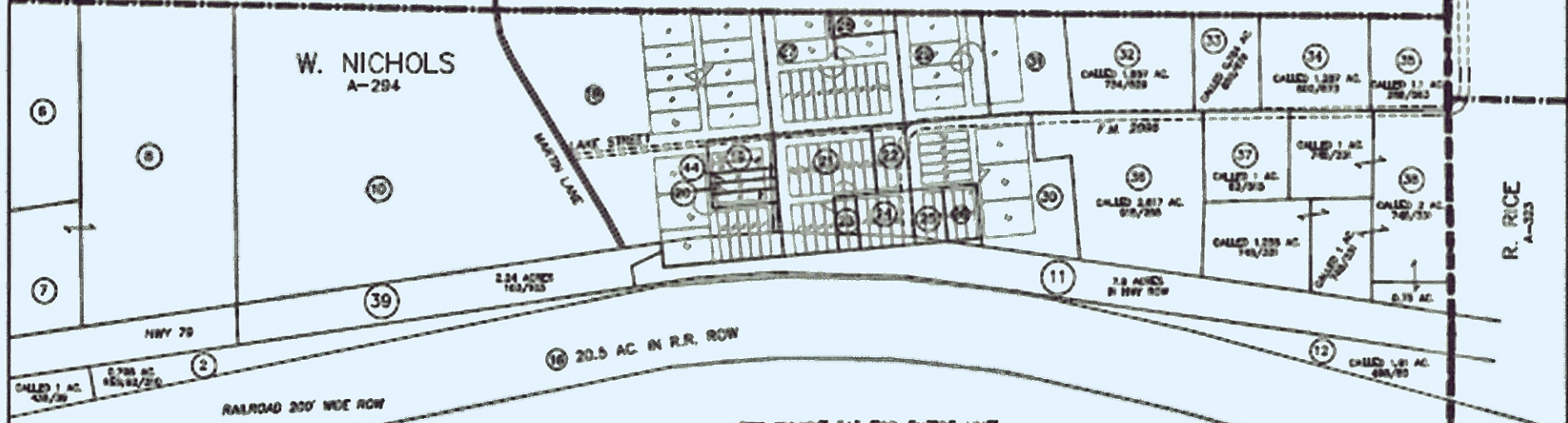
EXHIBIT "B"

The information contained on this plat is intended for the sole use of ENCANA OIL & GAS (USA) INC. Acreage and ownership shown hereon furnished by others. Tract lines shown for illustration purposes only and are not intended to represent actual boundary lines. Tract lines and ownership shown being part of town of Easterly provided by others.

H. DAWLIN  
A-133

W. NICHOLS  
A-294

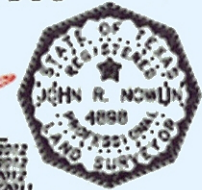
R. RICE  
A-323



UNIT PLAT  
ENCANA OIL AND GAS (USA) INC.  
CIRCLE M RANCH-HOYT GAS UNIT  
ROBERTSON COUNTY, TEXAS  
SCALE: 1" = 300'

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

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



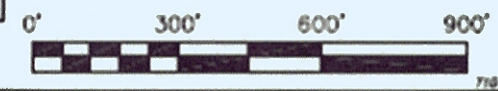
REG/2/23/2012  
REG/1/31/2012  
REG/1/18/2012  
REG/10/14/2011  
REG/6/13/2011  
01/07/2011

SEE EXHIBIT "A" FOR ENTIRE UNIT

| TRACT                                     | AC. FRONTED | SEC 13P  | OWNER                   |
|-------------------------------------------|-------------|----------|-------------------------|
| TRACTS 1-17 & 40-42 SEE EXHIBIT "A"       |             |          |                         |
| TOTAL ACREAGE IN EXHIBIT "A" - 415.519    |             |          |                         |
| 18                                        | 4.899       | 41/720   | LEONARD E. SANDSON      |
| 19                                        | 0.750       | 403/478  | LARRY BOWEN             |
| 20                                        | 0.672       | 143/260  | FRANK HENRIK, ET AL     |
| 21                                        | 0.8523      | 4/205    | WANDA K. PHIPPS, DE     |
| 22                                        | 0.185       | 913/867  | TRICHA OREN AUSTIN      |
| 23                                        | 0.155       | 4/205    | CORINE ANN BELL         |
| 24                                        | 0.388       | 242/210  | CHUCK W. BIRCH, LTD     |
| 25                                        | 0.145       | 740/800  | CHARLES ELISHA          |
| 26                                        | 0.395       | 104/410  | WALDAN W. HENRIK, ET AL |
| 27                                        | 1.28        | 913/114  | WELLY BALDWIN           |
| 28                                        | 0.782       | 4/205    | CORINE ANN BELL         |
| 29                                        | 0.855       | 707/249  | WANDA K. PHIPPS, ET AL  |
| 30                                        | 2.827       | 1002/210 | WANDA K. PHIPPS         |
| 31                                        | 1.81        | 224/457  | SUSAN WATSON, ET AL     |
| 32                                        | 1.887       | 734/829  | SUSAN WATSON, ET AL     |
| 33                                        | 0.754       | 403/478  | LISA BERRY              |
| 34                                        | 1.287       | 403/478  | LISA BERRY              |
| 35                                        | 1.13        | 242/210  | AL. ELBERT              |
| 36                                        | 2.827       | 913/200  | TRICHA OREN AUSTIN      |
| 37                                        | 1.0         | 87/715   | CHUCK W. BIRCH, ET AL   |
| 38                                        | 0.828       | 740/829  | WANDA K. PHIPPS         |
| 39                                        | 2.51        | 101/110  | WANDA K. PHIPPS         |
| 40                                        | 0.577       | 101/110  | WANDA K. PHIPPS, ET AL  |
| TOTAL CALLED ACREAGE EXHIBIT "B" - 25.483 |             |          |                         |
| TOTAL CALLED ACREAGE IN UNIT - 70.997     |             |          |                         |

15  
100 ACRES IN UNIT  
CALLED 100 AC.  
760/323

PREPARED BY:  
**STANGER**  
SURVEYING & TITLE, INC.  
1595 E. Grande Blvd.  
Tyler, TX 75703  
(903) 534-0174



7101017-UNIT-000-00

**Certificate Of Completion**

Envelope Id: C8E1A118352B4A0B95B9DB69C407607F  
 Subject: Please DocuSign - Energy Resources: HROW PSA - Comstock (Texas GLO)  
 Source Envelope:  
 Document Pages: 8 Signatures: 0  
 Certificate Pages: 2 Initials: 3  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 David Villafranca  
 1700 Congress Ave  
 Austin, TX 78701  
 david.villafranca@glo.texas.gov  
 IP Address: 136.49.149.46

**Record Tracking**

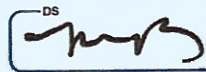
Status: Original  
 8/10/2022 8:29:30 AM  
 Holder: David Villafranca  
 david.villafranca@glo.texas.gov

Location: DocuSign

**Signer Events**

Mary Barnstone  
 Mary.Barnstone@GLO.TEXAS.GOV  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

**Signature**



Signature Adoption: Drawn on Device  
 Using IP Address: 136.226.12.58

**Timestamp**

Sent: 8/10/2022 8:32:03 AM  
 Viewed: 8/10/2022 8:46:27 AM  
 Signed: 8/10/2022 8:46:36 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Matt Bruns  
 Matt.Bruns@glo.texas.gov  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.13.64

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 Signed: 8/10/2022 11:54:08 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Ken Mills  
 Ken.Mills@GLO.TEXAS.GOV  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 104.13.169.255

Sent: 8/10/2022 11:54:09 AM  
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 Signed: 8/14/2022 10:20:02 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

|                     |                  |                       |
|---------------------|------------------|-----------------------|
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| Signing Complete    | Security Checked | 8/14/2022 10:20:02 PM |
| Completed           | Security Checked | 8/14/2022 10:20:02 PM |

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

File No. MF 112746

Robertson County

PSA for Unit 7407

Date Filed: 8/25/22

George P. Bush, Commissioner

By M B Bamstorf



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

**iNut No. 11970**

**GENERAL INFORMATION**

Name of Well: Circle M Alloc #1H (alloc) API # 42-395-32063  
 Name of Operator: Comstock Oil & Gas, LLC RRC # 05-873686  
 Operator Contact Person: Laura Foster Phone: 972-668-9330  
 Counties: Robertson

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

| Lease Type      | Unit/Lease No    | Total Lateral Length | Unit Lateral Length | Unit or Lease Rylyty Decimal | Lease Royalty Decimal | RRAC Participation Factor | State Participation by Unit/Lease |
|-----------------|------------------|----------------------|---------------------|------------------------------|-----------------------|---------------------------|-----------------------------------|
| HROW            | 7407/MF112746    | 7861.57              | 5838.59             | 0.00280541                   | 0.25000000            | 0.00833403                | 0.00208351                        |
| Totals:         |                  |                      |                     |                              |                       | 0.00833403                | 0.00208351                        |
| Effective Date: | <u>11/13/221</u> |                      |                     |                              |                       |                           | State Net Royalty Revenue in Well |

**Name of Production Sharing Agreement, if any:**

**Comments:** iNut crosses Unit 7407. Well spud 11/13/2021. First production 4/2022. Final, as-drilled plat received on 8/9/2022.

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: RL

**DO NOT DESTROY**



**Texas General Land Office**

**UNIT AGREEMENT MEMO**

INU220001

**Unit Number** 11970  
**Operator Name** Comstock Oil & Gas, LLC **Effective Date** 11/13/2021  
**Customer ID** C000025725 **Unitized For** Oil And Gas  
**Unit Name** Circle M Alloc #1H (alloc) **Unit Term**  
**County 1** Robertson **RRC District 1** 05 **Old Unit Number** **Inactive Status Date**  
**County 2** **RRC District 2**  
**County 3** **RRC District 3**  
**County 4** **RRC District 4**  
**Unit type** iNut  
**State Net Revenue Interest** Oil 0.00208351  
**State Part in Unit** 0.00833403  
**Unit Depth** Allow All Depths **Well**  
**From Depth** **Formation**  
**To Depth** **Participation Basis** **Length of Lateral**  
**If Exclusions Apply: See Remarks**

| 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 |
|--------------|----------|---------------------|------------------|---------------------|-----|---------------|----------------------|-------------------------------|
| MF112746     |          | 0.000000            | 0.000000         | 0.00833403          | O/G | 0.25000000    | 0.00208351           | No                            |

**API Number**  
 4239532063

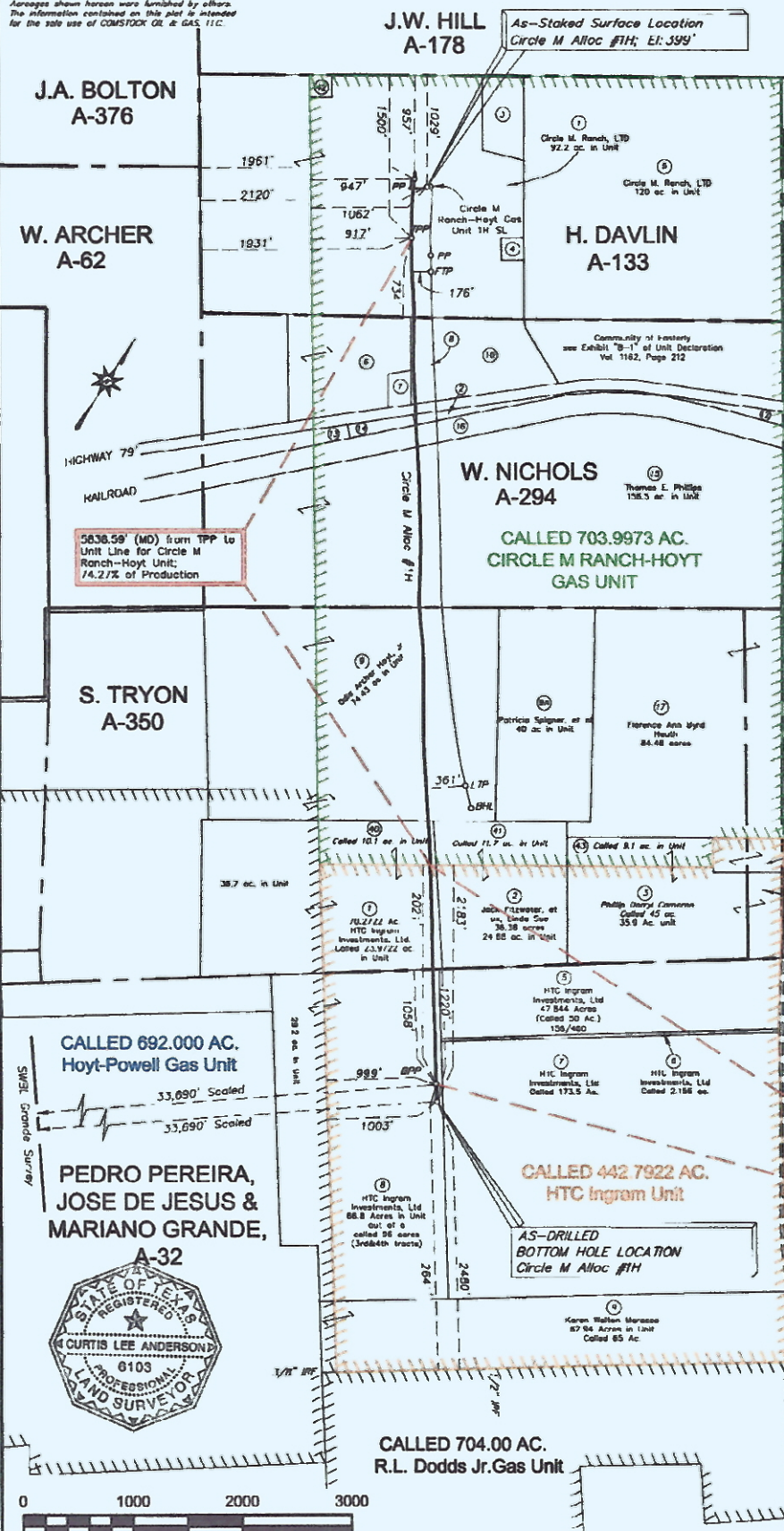
**Remarks:**

iNut crosses Unit 7407. Well spud 11/13/2021. First production 4/2022. Final, as-drilled plat received on 8/9/2022.

|                            |            |                          |         |
|----------------------------|------------|--------------------------|---------|
| Prepared By: _____         | <i>MRB</i> | Prepared Date: _____     | 8/25/22 |
| GLO Base Updated By: _____ | <i>MRB</i> | GLO Base Date: _____     | 8/25/22 |
| RAM Approval By: _____     | <i>VD</i>  | RAM Approval Date: _____ | 8/25/22 |
| GIS By: _____              | <i>RL</i>  | GIS Date: _____          | 8/30/22 |
| Well Inventory By: _____   | <i>MRB</i> | WI Date: _____           | 8/25/22 |

NOTE: This plot does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys. Acreages shown herein were furnished by others. The information contained on this plot is intended for the sole use of COMSTOCK OIL & GAS, LLC.

# ROBERTSON COUNTY, TEXAS



| Tr. | Ownership                   | Acreage |
|-----|-----------------------------|---------|
| 1   | Circle M. Ranch, LTD        | 92.20   |
| 2   | Circle M. Ranch, LTD        | 0.79R   |
| 3   | Circle M. Ranch, LTD        | 6.1     |
| 4   | Circle M. Ranch, LTD        | 1.0     |
| 5   | Circle M. Ranch, LTD        | 120     |
| 6   | Circle M. Ranch, LTD        | 16.68   |
| 7   | Circle M. Ranch, LTD        | 1.5     |
| 8   | Circle M. Ranch, LTD        | 5.63    |
| 9   | Odus Archer Hoyt, Jr.       | 14.45   |
| 9A  | Patricia Spigner, et al     | 40      |
| 10  | Katie Sue Spitors, et vir   | 11.25   |
| 11  | Robertson County, Hwy 79    |         |
|     | State of Texas              | 7.9     |
| 12  | Easterly V.F.D. Assoc.      | 1.91    |
| 13  | Lawrence K. DeCavaio, et ux | 0.82    |
| 14  | Salcattino Castillo         | 1.0     |
| 15  | Thomas E. Phillips          | 156.5   |
| 16  | Union Pacific Railroad co.  | 20.5    |
| 17  | Florence Ann Byrd Heath     | 84.48   |
| 40  | WM. Budewig, et al          | 10.1    |
| 41  | Beverly Cox Miller          | 11.7    |
| 42  | Circle M. Ranch, LTD        | 1.0     |
| 43  | Nelda Cameron               | 9.1     |

See sheet 2 for tracts 18 39 & 44

Note: Circle M Ranch-Hoyt Gas Unit shown based upon the Pooling Declaration for the Circle M Ranch-Hoyt Gas Unit, recorded in Volume 1162, Page 212, Robertson County Texas

SITUATED: 7.8 miles Northeast of Franklin, TX

AS-STAKED SURFACE LOCATION

NAD 27 TX Central Zone  
 LATITUDE: 31°06'22.31"  
 LONGITUDE: 96°23'30.76"  
 LATITUDE: 31.10619628  
 LONGITUDE: 96.39187855  
 Y = 545,384.53  
 X = 3,233,243.11

PENETRATION POINT

NAD 27 - TX Central Zone  
 LATITUDE: 31°06'22.35"  
 LONGITUDE: 96°23'32.33"  
 LATITUDE: 31.10620754  
 LONGITUDE: 96.39231455  
 Y = 545,383.78  
 X = 3,233,108.61

TOP PERF POINT

NAD 27 - TX Central Zone  
 LATITUDE: 31°06'17.60"  
 LONGITUDE: 96°23'29.41"  
 LATITUDE: 31.10488650  
 LONGITUDE: 96.39150152  
 Y = 544,913.37  
 X = 3,233,377.88

Z.N. MORRELL A-248

BOTTOM PERF POINT

NAD 27 - TX Central Zone  
 LATITUDE: 31°05'12.18"  
 LONGITUDE: 96°22'41.46"  
 LATITUDE: 31.08671685  
 LONGITUDE: 96.37818164  
 Y = 538,456.51  
 X = 3,237,777.84

2022.98' (MD) from Unit Line to BPP HTC Ingram Unit; 25.75% of Production

BOTTOM HOLE LOCATION

NAD 27 - TX Central Zone  
 LATITUDE: 31°05'10.85"  
 LONGITUDE: 96°22'40.43"  
 LATITUDE: 31.08634663  
 LONGITUDE: 96.37789712  
 Y = 538,325.15  
 X = 3,237,872.57

I hereby certify this plot to be true and correct to the best of my knowledge and belief.

GIVEN UNDER MY HAND & SEAL the 12th day of April 2022.

*Curtis Lee Anderson*  
 Curtis Lee Anderson - R.P.T.S. 8103

**JDS SURVEYING, INC.**  
 WWW.JDSURVEY.COM

PROFESSIONAL SURVEYING & MAPPING  
 T.B.P.E.L.S. Firm Registration No. 10194118  
 139 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING

**AS-DRILLED WELL LOCATION**  
**CIRCLE M ALLOC #1H**  
**ROBERTSON COUNTY, TEXAS**  
**COMSTOCK OIL & GAS, LLC**

|                                                                                                                                    |                  |
|------------------------------------------------------------------------------------------------------------------------------------|------------------|
| SCALE: 1" = 1000'                                                                                                                  | DRAWN BY: CLA/BA |
| JOB: 2021/2158                                                                                                                     | Elevation: 399'  |
| DATE: 04-12-2022                                                                                                                   |                  |
| SHEET 1 OF 1                                                                                                                       |                  |
| FILE No. 2158-AD.DWG                                                                                                               |                  |
| The bearings herein were oriented to agree with grid North and were derived by use of GPS equipment. (Texas Central Zone - NAD 27) |                  |

42-395-32063  
05-873686

**Mary Barnstone**

**From:** Travis Bourland <TBourland@comstockresources.com>  
**Sent:** Tuesday, August 9, 2022 3:11 PM  
**To:** Mary Barnstone  
**Cc:** Paula Hernandez  
**Subject:** [EXTERNAL] RE: New Well GLO Reporting-C000025725  
**Attachments:** PSA - GLO CRK ex.pdf; Circle M Alloc #1H as drld plat.pdf

*spud 11/13/2021*

*Bald Prairie (CV Cons)*

Mary Beth,

I have the PSA signed, as well as the as-drilled (see attached). Also, below is an allocation table based off of the plat. Can you confirm where you want the original sent? And also confirm whether or not we need a \$500 application fee with it?

| CIRCLE M ALLOC. #1H |                        |         |            |
|---------------------|------------------------|---------|------------|
| acres               | Unit/Lease             | MD      | % of prod  |
| 703.997             | Circle M Ranch-Hoyt GU | 5838.59 | 0.74267481 |
| 442.792             | HTC Ingram Unit        | 2022.98 | 0.25732519 |
|                     |                        | 7861.57 | 100%       |

*first prod  
4/2022*

Thank you and just let us know if you need anything else.

Travis  
972.668.0615 (direct)

**From:** Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>  
**Sent:** Tuesday, August 9, 2022 11:03 AM  
**To:** Travis Bourland <TBourland@comstockresources.com>  
**Subject:** RE: New Well GLO Reporting-C000025725

Hi Travis,

I have attached a simple PSA you can use to draft a PSA for Unit 7407 There is not a fee required due to the age of this HROW lease.

Let me know if you have need anything else.

Thank you,

mb

**Mary Beth Barnstone**  
Landman/GeoTech  
Energy Resources  
Texas General Land Office  
1700 North Congress Ave. Ste.840  
Austin, Texas 78701

(512)463-6818

**From:** Travis Bourland <[TBourland@comstockresources.com](mailto:TBourland@comstockresources.com)>  
**Sent:** Tuesday, August 9, 2022 10:19 AM  
**To:** Mary Barnstone <[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)>  
**Subject:** [EXTERNAL] FW: New Well GLO Reporting-C000025725

Hi Mary,

I tried the number below and the mailbox is full. Would you give me a call when you have a few minutes to talk about this PSA?

Thank you,

Travis  
972.668.0615 (direct)

**From:** Mary Barnstone <[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)>  
**Sent:** Friday, August 5, 2022 11:28 AM  
**To:** Laura Foster <[LFoster@comstockresources.com](mailto:LFoster@comstockresources.com)>; Verdis Daniels <[verdis.daniels@glo.texas.gov](mailto:verdis.daniels@glo.texas.gov)>  
**Subject:** RE: New Well GLO Reporting-C000025725

Good morning, Laura.

In order to get this well set up for reporting, I need a PSA for Unit 7407, the Circle M Ranch-Hoyt Gas Unit.

[and as to those depths below 100 feet below the unitized interval \(described in paragraph 3 above\) \(texas.gov\)](#)

[glo-signature-block-page---hrow-unit-leases-only\\_chief-clerk.pdf \(texas.gov\)](#)

I also need the final, as-drilled plat and allocation factor.

Thank you,

Mary Beth

**Mary Beth Barnstone**  
Landman/GeoTech  
Energy Resources  
Texas General Land Office  
1700 North Congress Ave. Ste.840  
Austin, Texas 78701  
(512)463-6818

**From:** Laura Foster <[LFoster@comstockresources.com](mailto:LFoster@comstockresources.com)>  
**Sent:** Friday, August 5, 2022 10:40 AM  
**To:** Verdis Daniels <[verdis.daniels@glo.texas.gov](mailto:verdis.daniels@glo.texas.gov)>  
**Cc:** Mary Barnstone <[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)>  
**Subject:** [EXTERNAL] New Well GLO Reporting-C000025725

Good Morning

I have a new well to add to the GLO report.

Circle M Allocation H 1H

API #42 395 32063

D Permit #873686

If you need more information, please let me know.

Thanks!!

*Laura Foster*

*Revenue Accountant*

972-668-9330(Direct)

972-668-8862(Fax)

[LFoster@comstockresources.com](mailto:LFoster@comstockresources.com)



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CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

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CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

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CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

File No. MF 112746

Robertson County

INut 11970

Date Filed: 8/25/22

George P. Bush, Commissioner  
By mB Bamstap



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

December 29, 2022

Comstock Oil and Gas, LP  
Attn: Division Order Analyst  
5300 Town and Country Blvd, Ste 500  
Frisco, TX 75034

Kilo

Re: Division Order – MF112746 – iNut 11970 – Circle M Alloc H 1H - Robertson County

Dear Sir/Madam:

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

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,

Carl Bonn, CPL  
Energy Resources  
512-590-9600 Cell  
[carl.bonn@glo.texas.gov](mailto:carl.bonn@glo.texas.gov)

Comstock

ORIGINAL

Verified  
Unit 8595 - MF037108,

OIL & GAS DIVISION ORDER MF037109, MF037110, MF029831,

Property Number: See Exhibit  
Property Name: See Exhibit  
Operator: See Exhibit  
County/State: See Exhibit  
Property Description: See Exhibit

Date Prepared: 28-Mar-22 MF019579  
Effective Date: FIRST SALES  
Analyst Initials: JKANG

Owner Name: STATE OF TEXAS  
Address: COMMISSIONER OF THE GENERAL LAND OFFICE  
1700 N. CONGRESS AVE.  
AUSTIN, TX 78701

Owner Number: 001162  
Int Type: See Exhibit  
Interest: See Exhibit

The undersigned severally and not jointly certifies it is the legal owner of the interest set out herein of all the oil, gas and gas liquid hydrocarbons produced from the property described above payable by payor:

➔ COMSTOCK OIL AND GAS, LP, 5300 TOWN AND COUNTRY BLVD., SUITE 500, FRISCO, TX 75034

**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 will be paid in accordance with the division of interests set out herein. The payor shall pay all parties at the price agreed to by the operator for production to be sold pursuant to this Division Order.

From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for proceeds from production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$50 may be accrued before disbursement until the total amount equals \$50 or more, or until 12 months' proceeds accumulate, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of interest that payee does not own.

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

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 affect 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 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. 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 satisfactory 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. 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 this state.

WITNESSES

INTEREST OWNER

\_\_\_\_\_  
\_\_\_\_\_

Signature: STATE OF TEXAS

Printed Name: LAST 4 DIGITS ON FILE: -0108

SS/Tax ID No.: COMMISSIONER OF THE GENERAL LAND OFFICE

Address: 1700 N. CONGRESS AVE.

AUSTIN, TX 78701

Day Time Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

EXHIBIT "A"

ATTACHED TO AND MADE PART OF DIVISION ORDER DATED MARCH 25, 2022

Owner Number: 001162 Interest Type: ST1  
Owner Name: STATE OF TEXAS Decimal Interest: 0.00365496 ✓  
Property Number: TX-333-1107 Suspense: MIN  
Property Name: CGU 6H  
Operator: COMSTOCK OIL & GAS, LLC  
County/State: Panola, TX  
Property Description: 9169.77 ACRES, MORE OR LESS, UNITIZED BY ORDER NO 6-21682 DATED JAN 26, 1951, FOUND IN DOCKET NO 120 OF THE OIL AND GAS RECORDS, PANOLA CO., TX.

Owner Number: 001162 Interest Type: ST1  
Owner Name: STATE OF TEXAS Decimal Interest: 0.00365496 ✓  
Property Number: TX-333-1108 Suspense: MIN  
Property Name: CGU 7H  
Operator: COMSTOCK OIL & GAS, LLC  
County/State: Panola, TX  
Property Description: 9169.77 ACRES, MORE OR LESS, UNITIZED BY ORDER NO 6-21682 DATED JAN 26, 1951, FOUND IN DOCKET NO 120 OF THE OIL AND GAS RECORDS, PANOLA CO., TX.

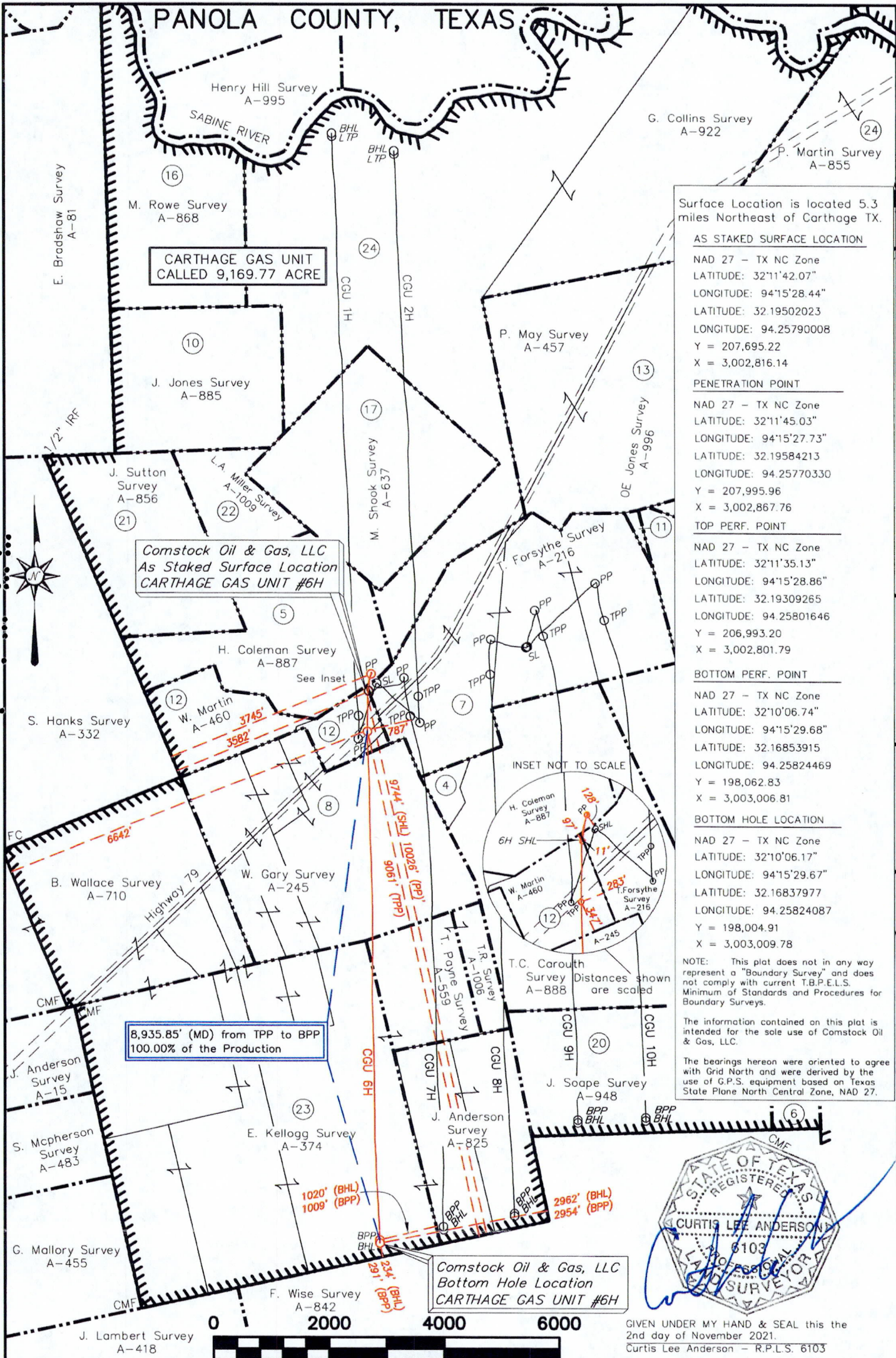
Owner Number: 001162 Interest Type: ST1  
Owner Name: STATE OF TEXAS Decimal Interest: 0.00365496 ✓  
Property Number: TX-333-1109 Suspense: MIN  
Property Name: CGU 8H  
Operator: COMSTOCK OIL & GAS, LLC  
County/State: Panola, TX  
Property Description: 9169.77 ACRES, MORE OR LESS, UNITIZED BY ORDER NO 6-21682 DATED JAN 26, 1951, FOUND IN DOCKET NO 120 OF THE OIL AND GAS RECORDS, PANOLA CO., TX.

Owner Number: 001162 Interest Type: ST1  
Owner Name: STATE OF TEXAS Decimal Interest: 0.00365496 ✓  
Property Number: TX-333-1110 Suspense: MIN  
Property Name: CGU 9H  
Operator: COMSTOCK OIL & GAS, LLC  
County/State: Panola, TX  
Property Description: 9169.77 ACRES, MORE OR LESS, UNITIZED BY ORDER NO 6-21682 DATED JAN 26, 1951, FOUND IN DOCKET NO 120 OF THE OIL AND GAS RECORDS, PANOLA CO., TX.

Owner Number: 001162 Interest Type: ST1  
Owner Name: STATE OF TEXAS Decimal Interest: 0.00365496 ✓  
Property Number: TX-333-1111 Suspense: MIN  
Property Name: CGU 10H  
Operator: COMSTOCK OIL & GAS, LLC  
County/State: Panola, TX  
Property Description: 9169.77 ACRES, MORE OR LESS, UNITIZED BY ORDER NO 6-21682 DATED JAN 26, 1951, FOUND IN DOCKET NO 120 OF THE OIL AND GAS RECORDS, PANOLA CO., TX.

Unit 8595

# PANOLA COUNTY, TEXAS



Surface Location is located 5.3 miles Northeast of Carthage TX.

**AS STAKED SURFACE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'42.07"  
 LONGITUDE: 94°15'28.44"  
 LATITUDE: 32.19502023  
 LONGITUDE: 94.25790008  
 Y = 207,695.22  
 X = 3,002,816.14

**PENETRATION POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'45.03"  
 LONGITUDE: 94°15'27.73"  
 LATITUDE: 32.19584213  
 LONGITUDE: 94.25770330  
 Y = 207,995.96  
 X = 3,002,867.76

**TOP PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'35.13"  
 LONGITUDE: 94°15'28.86"  
 LATITUDE: 32.19309265  
 LONGITUDE: 94.25801646  
 Y = 206,993.20  
 X = 3,002,801.79

**BOTTOM PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'06.74"  
 LONGITUDE: 94°15'29.68"  
 LATITUDE: 32.16853915  
 LONGITUDE: 94.25824669  
 Y = 198,062.83  
 X = 3,003,006.81

**BOTTOM HOLE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'06.17"  
 LONGITUDE: 94°15'29.67"  
 LATITUDE: 32.16837977  
 LONGITUDE: 94.25824087  
 Y = 198,004.91  
 X = 3,003,009.78

NOTE: This plat does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys.

The information contained on this plat is intended for the sole use of Comstock Oil & Gas, LLC.

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment based on Texas State Plane North Central Zone, NAD 27.



GIVEN UNDER MY HAND & SEAL this the 2nd day of November 2021.  
 Curtis Lee Anderson - R.P.L.S. 6103

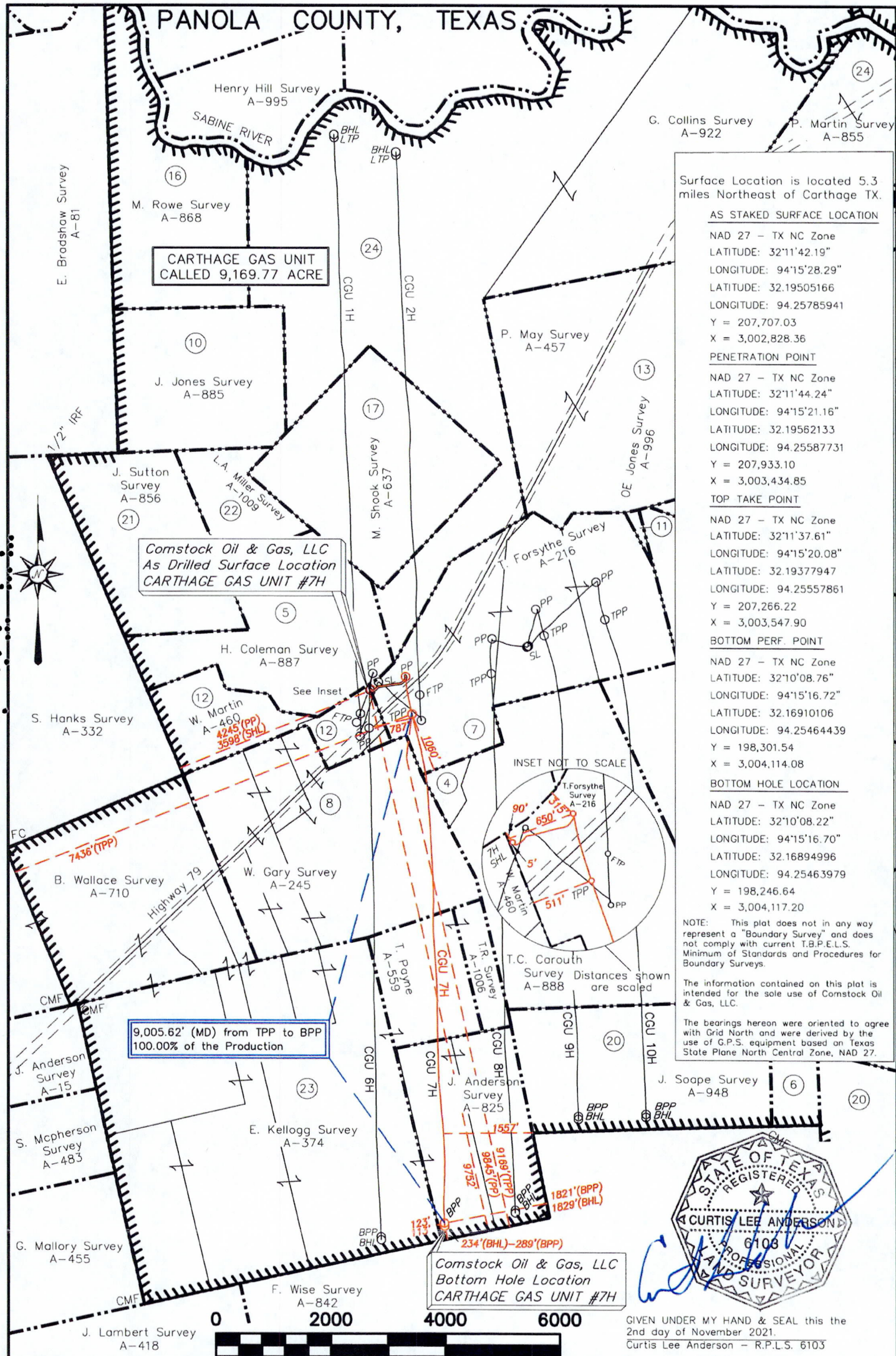
**JDS SURVEYING, INC.**  
 WWW.JDSSURVEY.COM

PROFESSIONAL SURVEYING & MAPPING  
 T.B.P.E.L.S. Firm Registration No. 10194118  
 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING

**AS DRILLED WELL LOCATION  
 CARTHAGE GAS UNIT #6H  
 SURVEYS AS SHOWN  
 COMSTOCK OIL & GAS, LLC**

|                   |                     |
|-------------------|---------------------|
| SCALE: 1" = 2000' | DRAWN BY: CLA/BA    |
| Job: 1459         | GROUND ELEV. = 220' |
| DATE: 12/02/2021  | File: 1459-AD       |
|                   |                     |



Surface Location is located 5.3 miles Northeast of Carthage TX.

**AS STAKED SURFACE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'42.19"  
 LONGITUDE: 94°15'28.29"  
 LATITUDE: 32.19505166  
 LONGITUDE: 94.25785941  
 Y = 207,707.03  
 X = 3,002,828.36

**PENETRATION POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'44.24"  
 LONGITUDE: 94°15'21.16"  
 LATITUDE: 32.19562133  
 LONGITUDE: 94.25587731  
 Y = 207,933.10  
 X = 3,003,434.85

**TOP TAKE POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'37.61"  
 LONGITUDE: 94°15'20.08"  
 LATITUDE: 32.19377947  
 LONGITUDE: 94.25557861  
 Y = 207,266.22  
 X = 3,003,547.90

**BOTTOM PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'08.76"  
 LONGITUDE: 94°15'16.72"  
 LATITUDE: 32.16910106  
 LONGITUDE: 94.25464439  
 Y = 198,301.54  
 X = 3,004,114.08

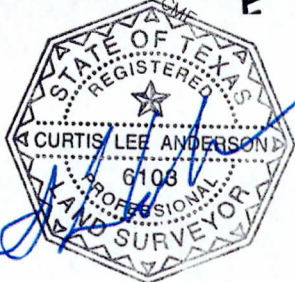
**BOTTOM HOLE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'08.22"  
 LONGITUDE: 94°15'16.70"  
 LATITUDE: 32.16894996  
 LONGITUDE: 94.25463979  
 Y = 198,246.64  
 X = 3,004,117.20

NOTE: This plat does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys.

The information contained on this plat is intended for the sole use of Comstock Oil & Gas, LLC.

The bearings herein were oriented to agree with Grid North and were derived by the use of G.P.S. equipment based on Texas State Plane North Central Zone, NAD 27.



GIVEN UNDER MY HAND & SEAL this the 2nd day of November 2021.  
 Curtis Lee Anderson - R.P.L.S. 6103

**JDS SURVEYING, INC.**  
 WWW.JDSSURVEY.COM

PROFESSIONAL SURVEYING & MAPPING  
 T.B.P.E.L.S. Firm Registration No. 10194118  
 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING  
**AS DRILLED WELL LOCATION  
 CARTHAGE GAS UNIT #7H  
 SURVEYS AS SHOWN  
 COMSTOCK OIL & GAS, LLC**

|                   |                     |
|-------------------|---------------------|
| SCALE: 1" = 2000' | DRAWN BY: CLA/BA    |
| Job: 1460         | GROUND ELEV. = 220' |
| DATE: 12/02/2021  | File: 1460-AD       |
|                   |                     |

# PANOLA COUNTY, TEXAS

Surface Location is located 5.3 miles Northeast of Carthage TX.

**AS STAKED SURFACE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'48.87"  
 LONGITUDE: 94°14'56.29"  
 LATITUDE: 32.19690955  
 LONGITUDE: 94.24896911  
 Y = 208,467.58  
 X = 3,005,556.44

**PENETRATION POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'50.44"  
 LONGITUDE: 94°15'03.35"  
 LATITUDE: 32.19734417  
 LONGITUDE: 94.25092917  
 Y = 208,606.86  
 X = 3,004,945.49

**TOP PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'44.42"  
 LONGITUDE: 94°15'03.70"  
 LATITUDE: 32.19567191  
 LONGITUDE: 94.25102791  
 Y = 207,997.85  
 X = 3,004,933.77

**BOTTOM PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'10.70"  
 LONGITUDE: 94°15'02.28"  
 LATITUDE: 32.16964008  
 LONGITUDE: 94.25063347  
 Y = 198,535.90  
 X = 3,005,348.61

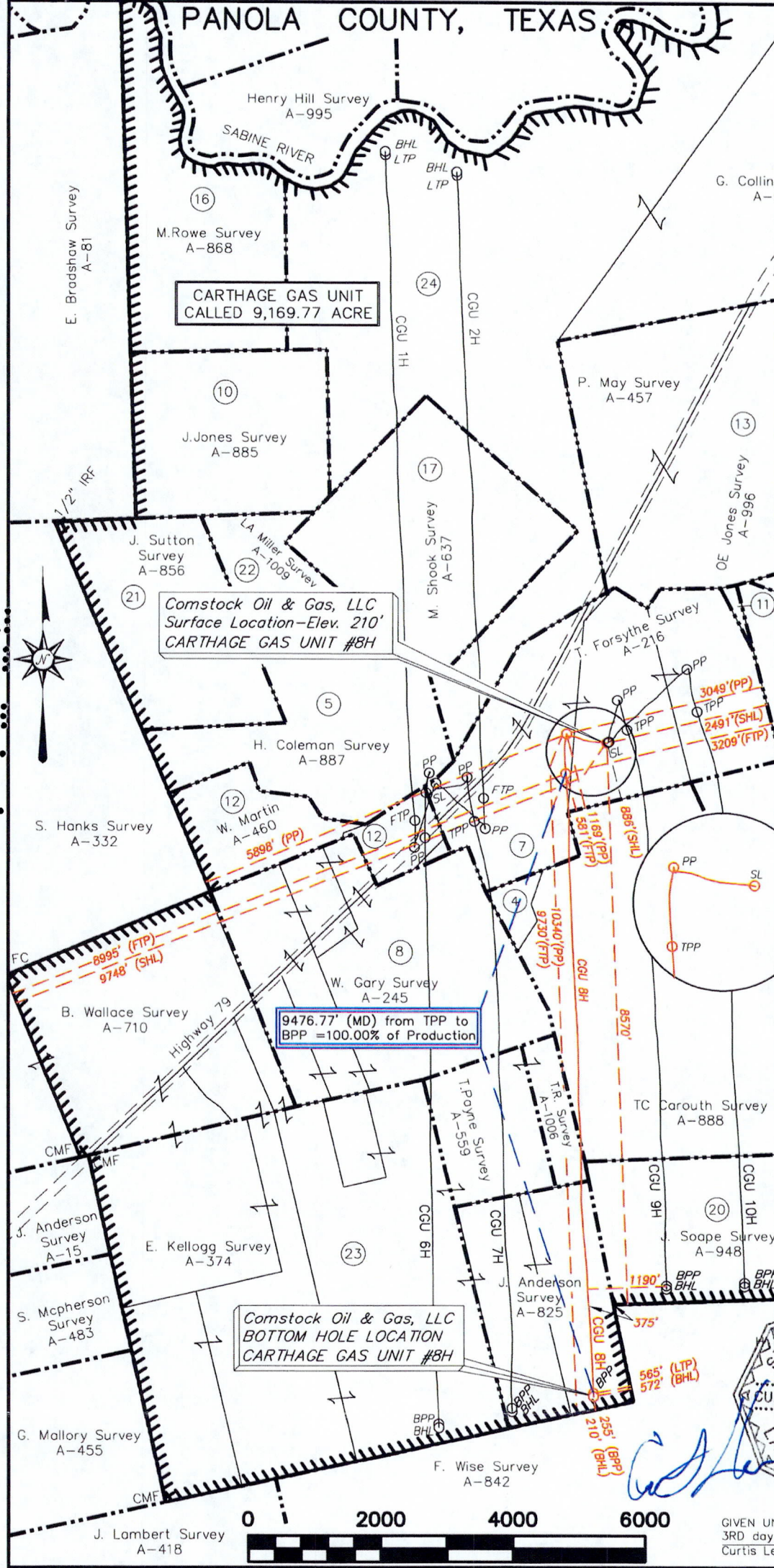
**BOTTOM HOLE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'10.25"  
 LONGITUDE: 94°15'02.28"  
 LATITUDE: 32.16951367  
 LONGITUDE: 94.25063195  
 Y = 198,489.95  
 X = 3,005,350.50

NOTE: This plat does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys.

The information contained on this plat is intended for the sole use of Comstock Oil & Gas, LLC.

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment based on Texas State Plane North Central Zone, NAD 27.

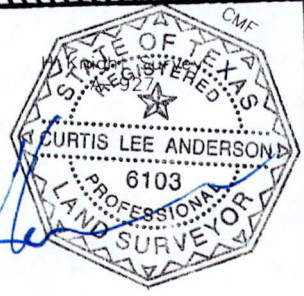


CARTHAGE GAS UNIT CALLED 9,169.77 ACRE

Comstock Oil & Gas, LLC Surface Location - Elev. 210' CARTHAGE GAS UNIT #8H

9476.77' (MD) from TPP to BPP = 100.00% of Production

Comstock Oil & Gas, LLC BOTTOM HOLE LOCATION CARTHAGE GAS UNIT #8H



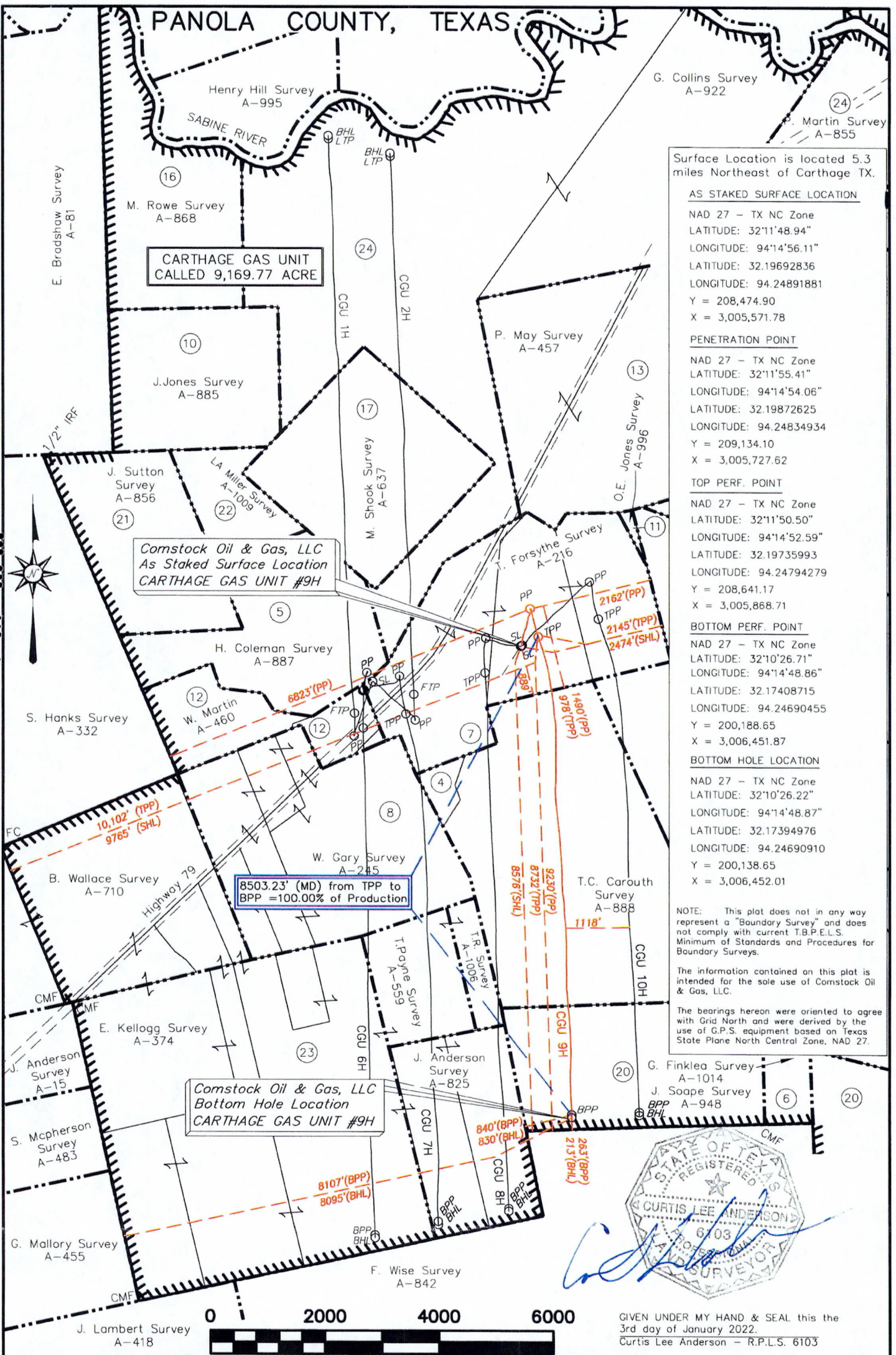
GIVEN UNDER MY HAND & SEAL this the 3RD day of January 2022.  
 Curtis Lee Anderson - R.P.L.S. 6103

**JDS SURVEYING, INC.**  
 WWW.JDSSURVEY.COM  
 PROFESSIONAL SURVEYING & MAPPING  
 T.B.P.E.L.S. Firm Registration No. 10194118  
 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING  
**AS DRILLED WELL LOCATION  
 CARTHAGE GAS UNIT #8H  
 SURVEYS AS SHOWN  
 COMSTOCK OIL & GAS, LLC**

|                   |                     |
|-------------------|---------------------|
| SCALE: 1" = 2000' | DRAWN BY: CLA/BA    |
| Job: 1461         | GROUND ELEV. = 210' |
| DATE: 01/03/2022  | File: 1461B-AD      |
|                   |                     |

# PANOLA COUNTY, TEXAS



Surface Location is located 5.3 miles Northeast of Carthage TX.

AS STAKED SURFACE LOCATION

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'48.94"  
 LONGITUDE: 94°14'56.11"  
 LATITUDE: 32.19692836  
 LONGITUDE: 94.24891881  
 Y = 208,474.90  
 X = 3,005,571.78

PENETRATION POINT

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'55.41"  
 LONGITUDE: 94°14'54.06"  
 LATITUDE: 32.19872625  
 LONGITUDE: 94.24834934  
 Y = 209,134.10  
 X = 3,005,727.62

TOP PERF. POINT

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'50.50"  
 LONGITUDE: 94°14'52.59"  
 LATITUDE: 32.19735993  
 LONGITUDE: 94.24794279  
 Y = 208,641.17  
 X = 3,005,868.71

BOTTOM PERF. POINT

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'26.71"  
 LONGITUDE: 94°14'48.86"  
 LATITUDE: 32.17408715  
 LONGITUDE: 94.24690455  
 Y = 200,188.65  
 X = 3,006,451.87

BOTTOM HOLE LOCATION

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'26.22"  
 LONGITUDE: 94°14'48.87"  
 LATITUDE: 32.17394976  
 LONGITUDE: 94.24690910  
 Y = 200,138.65  
 X = 3,006,452.01

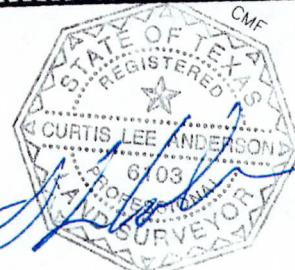
NOTE: This plot does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys.

The information contained on this plat is intended for the sole use of Comstock Oil & Gas, LLC.

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment based on Texas State Plane North Central Zone, NAD 27.

8503.23' (MD) from TPP to BPP = 100.00% of Production

Comstock Oil & Gas, LLC  
 Bottom Hole Location  
 CARTHAGE GAS UNIT #9H



GIVEN UNDER MY HAND & SEAL this the 3rd day of January 2022.  
 Curtis Lee Anderson - R.P.L.S. 6103

**JDS SURVEYING, INC.**  
 WWW.JDSSURVEY.COM

PROFESSIONAL SURVEYING & MAPPING  
 T.B.P.E.L.S. Firm Registration No. 10194118  
 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING

**AS DRILLED WELL LOCATION  
 CARTHAGE GAS UNIT #9H  
 SURVEYS AS SHOWN  
 COMSTOCK OIL & GAS, LLC**

SCALE: 1" = 2000'

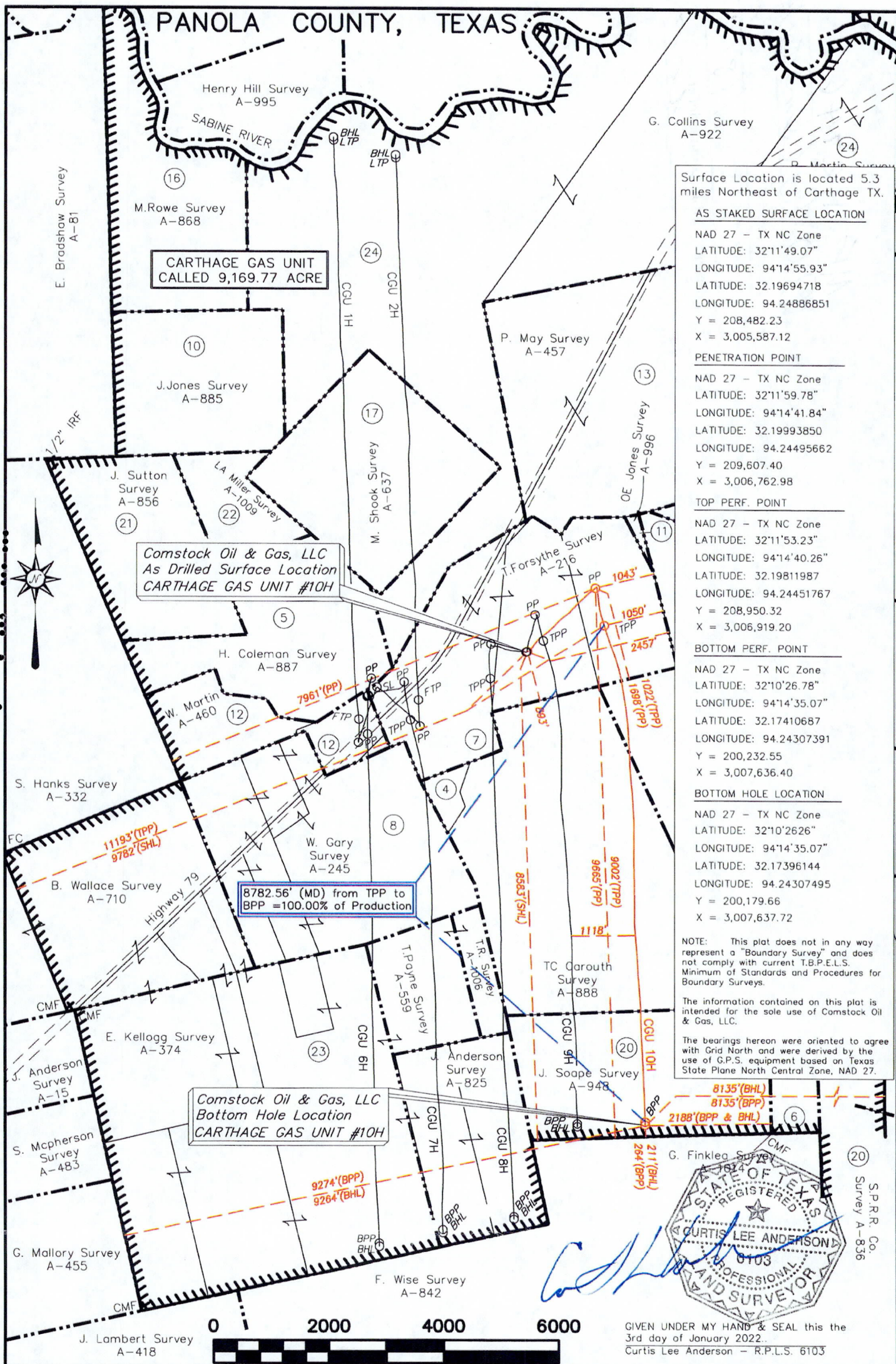
DRAWN BY: CLA/BA

Job: 1462

GROUND ELEV. = 210'

DATE: 01/03/2022

File: 1462-AD



Surface Location is located 5.3 miles Northeast of Carthage TX.

**AS STAKED SURFACE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'49.07"  
 LONGITUDE: 94°14'55.93"  
 LATITUDE: 32.19694718  
 LONGITUDE: 94.24886851  
 Y = 208,482.23  
 X = 3,005,587.12

**PENETRATION POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'59.78"  
 LONGITUDE: 94°14'41.84"  
 LATITUDE: 32.19993850  
 LONGITUDE: 94.24495662  
 Y = 209,607.40  
 X = 3,006,762.98

**TOP PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°11'53.23"  
 LONGITUDE: 94°14'40.26"  
 LATITUDE: 32.19811987  
 LONGITUDE: 94.24451767  
 Y = 208,950.32  
 X = 3,006,919.20

**BOTTOM PERF. POINT**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'26.78"  
 LONGITUDE: 94°14'35.07"  
 LATITUDE: 32.17410687  
 LONGITUDE: 94.24307391  
 Y = 200,232.55  
 X = 3,007,636.40

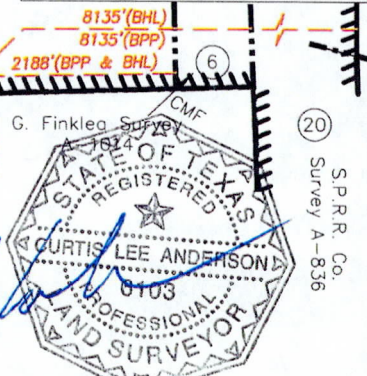
**BOTTOM HOLE LOCATION**

NAD 27 - TX NC Zone  
 LATITUDE: 32°10'26.26"  
 LONGITUDE: 94°14'35.07"  
 LATITUDE: 32.17396144  
 LONGITUDE: 94.24307495  
 Y = 200,179.66  
 X = 3,007,637.72

NOTE: This plat does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys.

The information contained on this plat is intended for the sole use of Comstock Oil & Gas, LLC.

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment based on Texas State Plane North Central Zone, NAD 27.



GIVEN UNDER MY HAND & SEAL this the 3rd day of January 2022.  
 Curtis Lee Anderson - R.P.L.S. 6103

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PROFESSIONAL SURVEYING & MAPPING  
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 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING

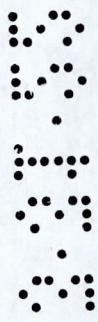
**AS DRILLED WELL LOCATION  
 CARTHAGE GAS UNIT #10H  
 SURVEYS AS SHOWN  
 COMSTOCK OIL & GAS, LLC**

|                   |                     |
|-------------------|---------------------|
| SCALE: 1" = 2000' | DRAWN BY: CLA/BA    |
| Job: 1463         | GROUND ELEV. = 210' |
| DATE: 01/03/2022  | File: 1463-AD       |
|                   |                     |

19

File No. MF 112746  
DO @ Comstock

Date Filed: 1/18/23  
George P. Bush, Commissioner  
By: *[Signature]*





TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

December 29, 2022

Comstock Oil and Gas, LP  
Attn: Division Order Analyst  
5300 Town and Country Blvd, Ste 500  
Frisco, TX 75034

Kilo

Re: Division Order – MF112746 – iNut 11970 – Circle M Alloc H 1H - Robertson County

Dear Sir/Madam:

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

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,

Carl Bonn, CPL  
Energy Resources  
512-590-9600 Cell  
[carl.bonn@glo.texas.gov](mailto:carl.bonn@glo.texas.gov)

Comstock

ORIGINAL

Verified

iNut 11970 - MF 112746

OIL & GAS DIVISION ORDER

Property Number: TX-130-1028 Date Prepared: 08/09/2022
Property Name: CIRCLE M ALLOC H 1H Effective Date: FIRST SALES
Operator: COMSTOCK OIL & GAS, LLC Analyst Initials: PH
County/State: Robertson, TX
Property Description: A-32 P PEREIRA J & M GRANDE - BHL
1146.7895 ac. being comprised of the Circle M-Hoyt Unit (703.9973 ac.) & the HTC Ingram Unit (442.7922 ac.)

Owner Name: STATE OF TEXAS Owner Number: 001162
Address: COMMISSIONER OF THE GENERAL LAND OFFICE Int Type: ST1
1700 N. CONGRESS AVE.
AUSTIN, TX 78701

Interest: 0.00208351
Suspense: DIVOR

The undersigned severally and not jointly certifies it is the legal owner of the interest set out herein of all the oil, gas and gas liquid hydrocarbons produced from the property described above payable by payor:

COMSTOCK OIL AND GAS, LP, 5300 TOWN AND COUNTRY BLVD., SUITE 500, FRISCO, TX 75034

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 will be paid in accordance with the division of interests set out herein. The payor shall pay all parties at the price agreed to by the operator for production to be sold pursuant to this Division Order.

From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for proceeds from production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$50 may be accrued before disbursement until the total amount equals \$50 or more, or until 12 months' proceeds accumulate, whichever occurs first. Payee agrees to refund to payor any amount attributable to an interest or part of interest that payee does not own.

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

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 affect 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 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. 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 satisfactory 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. 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 this state.

WITNESSES

INTEREST OWNER

Signature: STATE OF TEXAS
Printed Name:
LAST 4 DIGITS ON FILE: -0108
SS/Tax ID No.: COMMISSIONER OF THE GENERAL LAND OFFICE
Address: 1700 N. CONGRESS AVE.
AUSTIN, TX 78701
Day Time Phone Number:
Email Address:

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

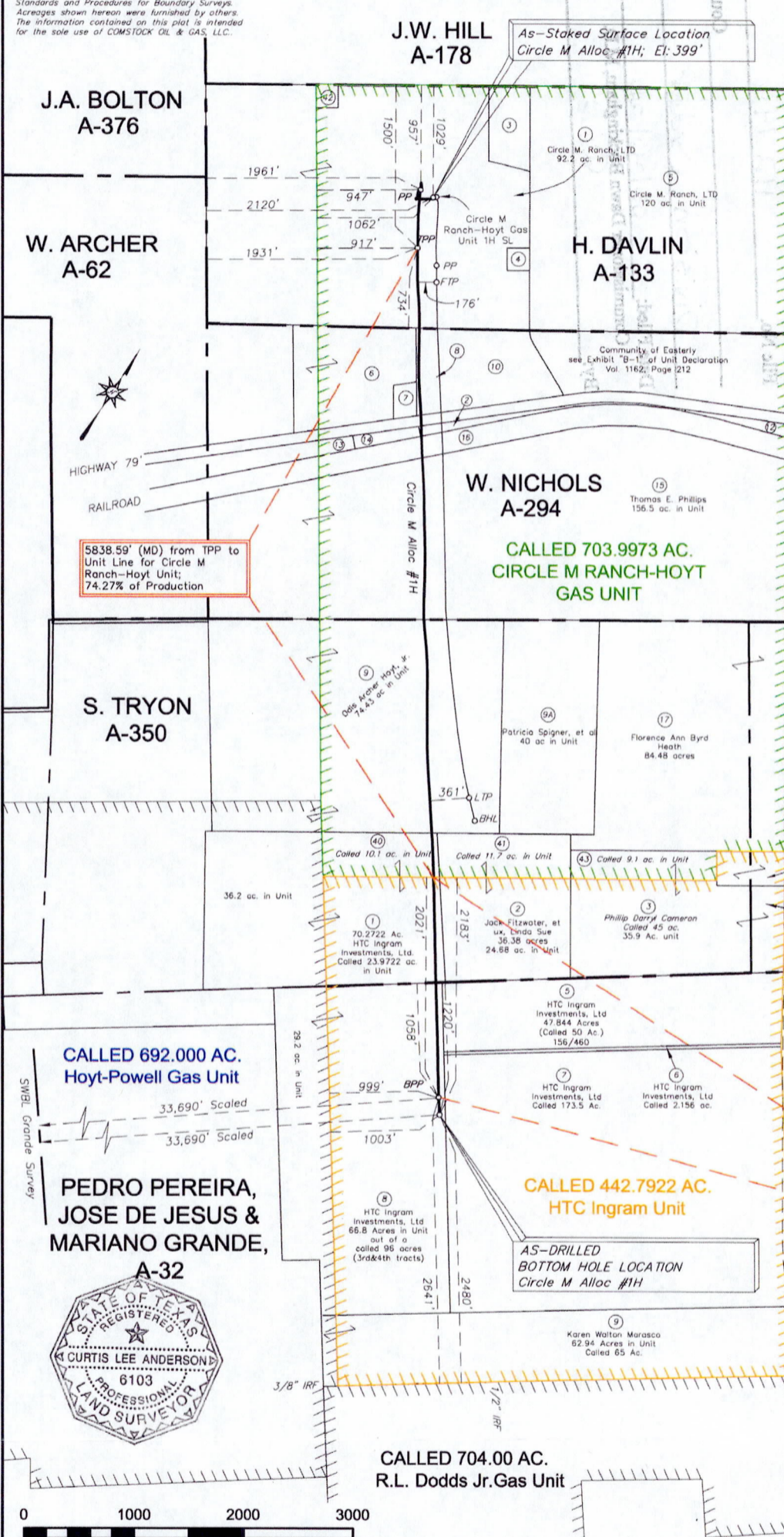
NOTE: This plot does not in any way represent a "Boundary Survey" and does not comply with current T.B.P.E.L.S. Minimum of Standards and Procedures for Boundary Surveys. Acreages shown hereon were furnished by others. The information contained on this plot is intended for the sole use of COMSTOCK OIL & GAS, LLC.

# ROBERTSON COUNTY, TEXAS

| Tr. | Ownership                    | Acreage |
|-----|------------------------------|---------|
| 1   | Circle M. Ranch, LTD         | 92.20   |
| 2   | Circle M. Ranch, LTD         | 0.798   |
| 3   | Circle M. Ranch, LTD         | 6.1     |
| 4   | Circle M. Ranch, LTD         | 1.0     |
| 5   | Circle M. Ranch, LTD         | 120     |
| 6   | Circle M. Ranch, LTD         | 16.66   |
| 7   | Circle M. Ranch, LTD         | 1.5     |
| 8   | Circle M. Ranch, LTD         | 5.63    |
| 9   | Odus Archer Hoyt, Jr.        | 74.43   |
| 9A  | Patricia Spigner, et al      | 40      |
| 10  | Katie Sue Spillars, et vir   | 11.25   |
| 11  | Robertson County, Hwy 79     |         |
| 12  | State of Texas               | 7.9     |
| 13  | Easterly V.F.D. Assoc.       | 1.91    |
| 14  | Lawrence K. DeZavalla, et ux | 0.82    |
| 15  | Selestino Castillo           | 1.0     |
| 16  | Thomas E. Phillips           | 156.5   |
| 17  | Union Pacific Railroad co.   | 20.5    |
| 18  | Florence Ann Byrd Heath      | 84.48   |
| 40  | WM. Budewig, et al           | 10.1    |
| 41  | Beverly Cox Miller           | 11.7    |
| 42  | Circle M. Ranch, LTD         | 1.0     |
| 43  | Nelda Cameron                | 9.1     |

See sheet 2 for tracts 18-39 & 44

Note: Circle M Ranch-Hoyt Gas Unit shown based upon the Pooling Declaration for the Circle M Ranch-Hoyt Gas Unit, recorded in Volume 1162, Page 212, Robertson County Texas



SITUATED: 7.8 miles Northeast of Franklin, TX  
 AS-STAKED SURFACE LOCATION  
 NAD 27 - TX Central Zone  
 LATITUDE: 31°06'22.31"  
 LONGITUDE: 96°23'30.76"  
 LATITUDE: 31.10619628  
 LONGITUDE: 96.39187855  
 Y = 545,384.53  
 X = 3,233,243.11

PENETRATION POINT  
 NAD 27 - TX Central Zone  
 LATITUDE: 31°06'22.35"  
 LONGITUDE: 96°23'32.33"  
 LATITUDE: 31.10620754  
 LONGITUDE: 96.39231455  
 Y = 545,383.78  
 X = 3,233,106.61

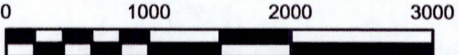
TOP PERF POINT  
 NAD 27 - TX Central Zone  
 LATITUDE: 31°06'17.60"  
 LONGITUDE: 96°23'29.41"  
 LATITUDE: 31.10488850  
 LONGITUDE: 96.39150152  
 Y = 544,913.37  
 X = 3,233,377.88

BOTTOM PERF. POINT  
 NAD 27 - TX Central Zone  
 LATITUDE: 31°05'12.18"  
 LONGITUDE: 96°22'41.46"  
 LATITUDE: 31.08671685  
 LONGITUDE: 96.37818464  
 Y = 538,456.51  
 X = 3,237,777.84

2022.98' (MD) from Unit Line to BPP HTC Ingram Unit; 25.73% of Production

BOTTOM HOLE LOCATION  
 NAD 27 - TX Central Zone  
 LATITUDE: 31°05'10.85"  
 LONGITUDE: 96°22'40.43"  
 LATITUDE: 31.08634663  
 LONGITUDE: 96.37789712  
 Y = 538,325.15  
 X = 3,237,872.57

I hereby certify this plot to be true and correct to the best of my knowledge and belief.  
 GIVEN UNDER MY HAND & SEAL this the 12th day of April 2022.  
  
 Curtis Lee Anderson - R.P.L.S. 6103



**JDS SURVEYING, INC.**  
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PROFESSIONAL SURVEYING & MAPPING  
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 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

PLAT SHOWING  
**AS-DRILLED WELL LOCATION**  
**CIRCLE M ALLOC #1H**  
**ROBERTSON COUNTY, TEXAS**  
**COMSTOCK OIL & GAS, LLC**

|                                                                                                                                    |                  |
|------------------------------------------------------------------------------------------------------------------------------------|------------------|
| SCALE: 1" = 1000'                                                                                                                  | DRAWN BY: CLA/BA |
| JOB: 2021/2158                                                                                                                     | Elevation: 399'  |
| DATE: 04-12-2022                                                                                                                   |                  |
| SHEET 1 OF 1                                                                                                                       |                  |
| FILE No. 2158-AD.DWG                                                                                                               |                  |
| The bearings hereon were oriented to agree with grid North and were derived by use of GPS equipment. (Texas Central Zone - NAD 27) |                  |



2011

31

File No. MF 019579

Division order to Constock

Date Filed: 18-23

George P. Bush, Commissioner

By: \_\_\_\_\_

19.

File No. 112746

\_\_\_\_\_ County

Division Order

Date Filed: 03/20/24

Commissioner Dawn Buckingham, M.D.

By: [Signature]