

MF113015

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF113015	56-029571		DEWITT

<i>Survey</i>	HIGHWAYS & PUBLIC TRANSPORTATION DE		
<i>Block</i>			
<i>Block Name</i>			
<i>Township</i>			
<i>Section/Tract</i>			
<i>Land Part</i>			
<i>Part Description</i>	HIGHWAY RIGHT-OF-WAY		
<i>Acres</i>	9.743		
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>	

*Leasing:* \_\_\_\_\_

*Analyst:* \_\_\_\_\_

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

*GIS:*   26  

*DocuShare:* \_\_\_\_\_

<i>Name</i>	BURLINGTON RESOURCES OIL & GAS		
<i>Lease Date</i>	8/16/2011		
<i>Primary Term</i>	1 yrs		
<i>Bonus (\$)</i>	\$2,922.90		
<i>Rental (\$)</i>	\$0.00		
<i>Lease Royalty</i>	0.2250		



CONTENTS OF FILE NO. MF- 113015

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⑥ Final Letter	8/16/11
<u>Scanned sm 3/8/13</u>	

# The State of Texas



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (MF 113015)  
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 **Burlington Resources Oil & Gas Company, LP**, whose address is **600 N. Dairy Ashford, Houston, TX 77079** hereinafter called "Lessee".

1. Lessor, in consideration of **Two Thousand Nine Hundred Twenty Two and 90/100 (\$ 2,922.90)**, 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 **DeWitt**, State of Texas, and is described as follows:

**9.743 acres** of land, more or less, known as, situated in said **DeWitt** 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 **9.743 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year**, from **August 16, 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 **22.5%** 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 **22.5%** 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 **22.5%** 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 **22.5%** 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 **\$ 1,200.00 per well**. 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.

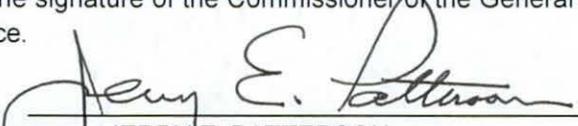
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

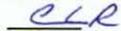
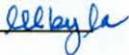
14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities 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, 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.

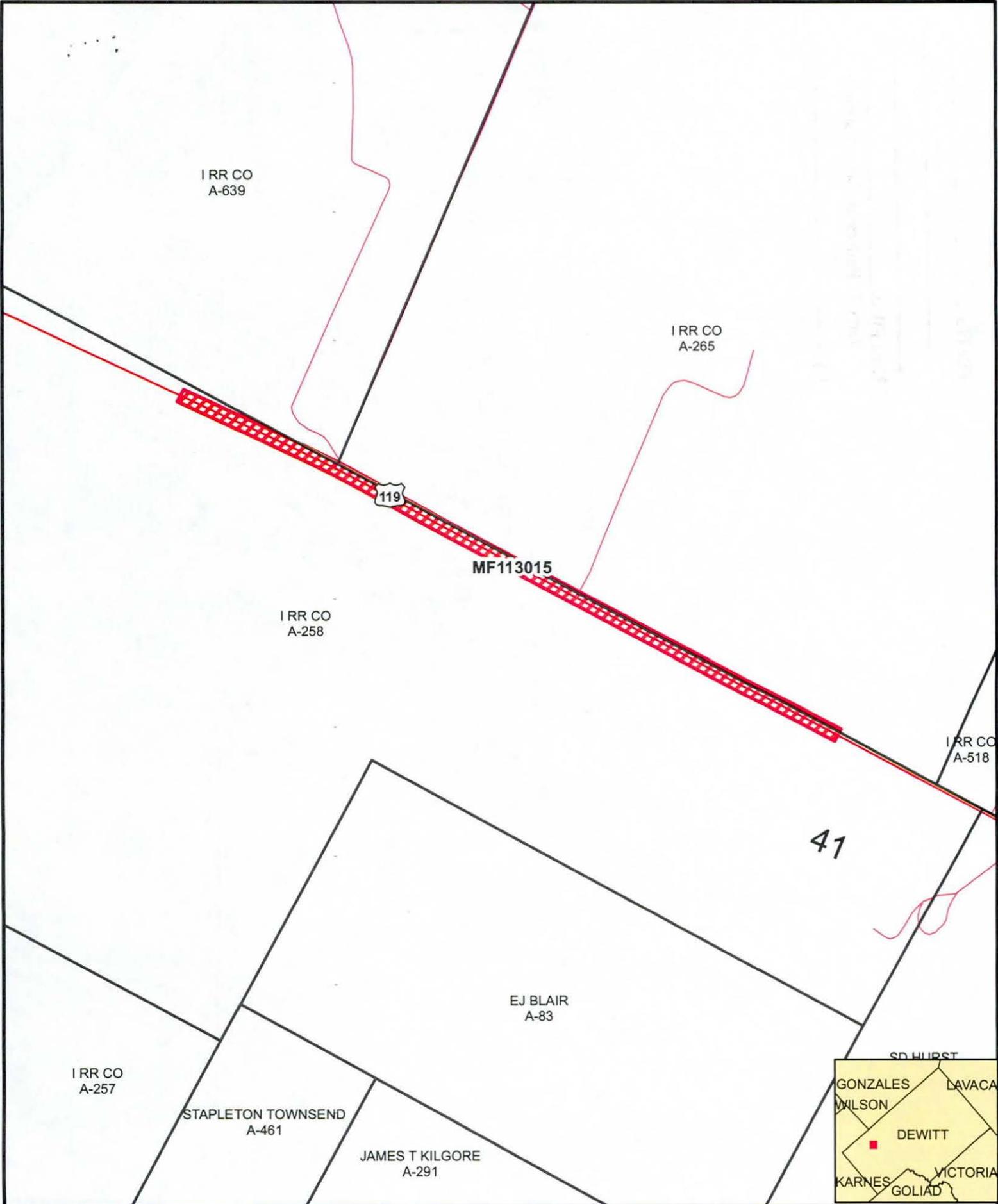
  
\_\_\_\_\_  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE

Approved:  
ML:   
DC:   
CC: 

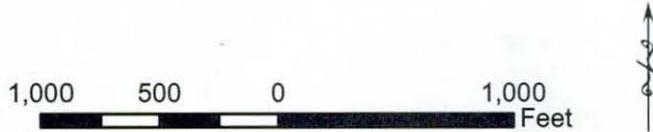
## Exhibit "A"

Attached hereto and made part of that certain Oil and Gas Lease, dated September 13, 2011, by and between **BURLINGTON RESOURCES OIL AND GAS COMPANY LP**, Grantee, and **THE TEXAS GENERAL LAND OFFICE**, Grantor.

Tract 1: That certain tract or parcel of land containing 9.743 acres, more or less, situated in the Indianola Railroad Survey, Abstract 258, DeWitt County, Texas. Said Tract being further identified as Tract 1 on Exhibit "B" attached hereto and made a part hereof and being the same land described in that certain Conveyance of Right of Way, dated February 18, 1939 from D.B. Blake et al to the State of Texas, recorded in Volume 119, Page 307, Deed Records of DeWitt County, Texas.



Map Showing a Buffer of  
 US 119  
 9.743 acres  
 DeWitt 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.

File No. MF 113015

Lease

Date Filed: 8/16/11

Jerry E. Patterson, Commissioner

By GH



RECEIVED  
7/22/11

GLO USE ONLY  
STATE LEASE  
MF-113015

T

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE  
Revised May 2011

LESSEE Burlington Resources Oil & Gas Company LP

ADDRESS 600 North Dairy Ashford, Houston, TX 77079  
[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 300-

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

9.743 [net acres] \$ ~~300~~ \$2,922.90 Paid ~~7/22/11~~ 7/22/11 [date]

TERM 1 year (the time remaining on terms of adjoining leases - use longest term remaining not to exceed 3 yrs)

HIGHEST ADJACENT LEASE ROYALTY RATE 22.5%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY \$25.00 PER NET ACRE  
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN LEASE 9.743 TOTAL NET ACRES IN LEASE 9.743

COUNTY DeWitt

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:  
HWY 119

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes  No

Is the highway/roadway on Relinquishment Act Lands? Yes  No

The second page of this Application is a Checklist that must be filled out and all items furnished before a Highway Right of Way Lease will be prepared.

For questions:  
George Martin  
Texas General Land Office  
1700 N Congress  
Austin TX 78701  
512-475-1512  
[george.martin@glo.texas.gov](mailto:george.martin@glo.texas.gov)

Indianda Ry. Co. Survey,  
A-258



**APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE**  
Revised May 2011

**CHECKLIST**

1. Cover letter
2. Application for Highway Right of Way (HROW) Lease
3. Plat showing boundaries and dimensions of right of way tract with highway/roadway labeled. [This will be used to prepare an exhibit to the lease.]
4. Processing fee – check attached
5. Executed Waivers of Preferential Right to Lease, if necessary.
6. Executed Affidavit of Consideration
7. Copies of all highway deeds, clipped together
8. Copies of adjacent leases, clipped together.  
Put tabs on the leases with the highest bonus per acre, highest royalty, highest shut-in royalty and highlight those items on the tabbed page.
9. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)
10. Check to Commissioner of General Land Office for total consideration.
11. Check to Commissioner of General Land Office for 1-1/2% sales fee.

**Include all the above information in one package and mail or deliver to:**

George Martin  
Texas General Land Office  
1700 N Congress, Suite 840  
Austin TX 78701

**If you are pooling or unitizing at any time after the State lease has been issued, the following must be provided to the GLO:**

1. Filled out Information for Highway Right-of-Way Unit Declaration
2. Copy of recorded unit designation
3. Copy of unit plat

**For questions about pooling:**

Beverly Boyd  
Texas General Land Office  
512-463-6521  
[beverly.boyd@glo.texas.gov](mailto:beverly.boyd@glo.texas.gov)

App @ Checker

Date Filed: ~~6/22/11~~ 7/22/11

Jerry E. Patterson, Commissioner

By GH

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

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7. [Illegible text]

8. [Illegible text]

9. [Illegible text]

10. [Illegible text]

11. [Illegible text]

12. [Illegible text]

13. [Illegible text]



11/11/11  
11/11/11

## DOLPHIN RESOURCES, LLC

20302 Morning Creek Drive      115 E. South Railroad  
Katy, Texas 77450              Cuero, Texas 77954  
Office: (361) 275-8866  
Cell: (832) 630-2404  
dolphinsresources@aol.com  
dolphinsresourcesllc.com

July 1, 2011

George Martin  
Texas General Land Office  
1700 N. Congress Ave., Suite 660  
Austin, TX 78701-1495

RE: 9.743 acres, more or less, Highway Right of Way, Indianola Railroad Company, Section 57 Survey A- 253, DeWitt County, Texas.

Dear Mr. Martin:

In regards to the above referenced 9.743 acres of Highway Right-of-Way (HROW), in accordance with the Texas General Land Office procedures for HROW lease acquisition, please accept this letter as our application to acquire an Oil and Gas Lease. This application is being made on behalf of our client Burlington Resources Oil and Gas Company, L.P., "Burlington", to that end please find enclosed, the following:

1. Copy of Deed conveying a total 9.743 acres as follows:  
Conveyance of Right of Way of 9.743 acres from Daniel Griffin Donoho in favor of DeWitt County, Texas recorded in Volume 119, Page 307, DeWitt County Deed Records
2. Listing of names of all adjacent mineral owners;
3. Three (3) checks payable to the Texas General Land Office covering the following :
  - a. Processing Fee of \$100.00
  - b. Bonus Consideration
  - c. 1.5% Tax to School Board
4. Copies of Oil, Gas and Mineral Leases covering the adjacent lands (if the lease was recorded by Memorandum and/or Notice a copy of the supporting lease is also enclosed)
5. Notarized Affidavit of Consideration Paid for the leases on the adjacent lands;
6. Detailed description of subject property (Exhibit A)
7. Plat Map (Exhibit B)

Thank you for your assistance with this lease acquisition. Should you have any questions or require any additional information, please contact me at 979-549-8877, or Terry Best 512-689-1831.

Sincerely,

Mark Dumoit  
Lease Acquisition  
Dolphin Resources, LLC

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THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

**Dolphin Resources LLC**

20302 Morning Creek Drive  
Katy, TX 77450  
(832) 630-2404

JPMorgan Chase Bank, N.A.  
Dallas, TX 75201  
1-800-788-7000



11713765 8376

DATE 07/14/2011

88-9377 / 1119

PAY TO THE  
ORDER OF

**The Texas General Land Office**

\$ ~~2,922.90~~

**TWO-THOUSAND NINE-HUNDRED-TWENTY-TWO AND 90/100\*\*\*\*\***

DOLLARS

**The Texas General Land Office**

MEMO 305329-000

118376

101

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

**Dolphin Resources LLC**

20302 Morning Creek Drive  
Katy, TX 77450  
(832) 630-2404

JPMorgan Chase Bank, N.A.  
Dallas, TX 75201  
1-800-788-7000



11713766 8377

DATE 07/14/2011

88-9377 / 1119

PAY TO THE  
ORDER OF

**The Texas General Land Office**

\$ ~~\*\*43.84~~

**FORTY-THREE AND 84/100**\*\*\*\*\*

DOLLARS

**The Texas General Land Office**

MEMO 305329-000

8377

121

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

**Dolphin Resources LLC**

20302 Morning Creek Drive  
Katy, TX 77450  
(832) 630-2404

JPMorgan Chase Bank, N.A.

Dallas, TX 75201  
1-800-788-7000



11713764

8375

DATE 07/14/2011

88-9377 / 1119

PAY TO THE  
ORDER OF

**The Texas General Land Office**

\$ **\*\*100.00**

ONE-HUNDRED AND 00/100\*\*\*\*\*

DOLLARS

**The Texas General Land Office**

MEMO 305329-000

8375

121

File No. MF 113015

Cover Letter @ fees

Date Filed: ~~7/15/11~~ 7/22/11

Jerry E. Patterson, Commissioner

By GH



4577

D.B.Blake, Jr., et al

## RIGHT-OF-WAY DEED

Right-of-Way Deed to

The State of Texas

State of Texas

County of DeWitt

KNOW ALL MEN BY THESE PRESENTS

That we, D.B.Blake, Jr., F.J.Blake, R.E.Blake, J.V.Blake, V.W.Blake, Mrs. Kate B. Hodgson, Mary W. Pearce, accompanied by her husband, Rufus B. Pearce, and Sophie B. Cotner, accompanied by her husband, Robert A. Cotner, being the heirs at law and all the heirs at law of Mrs. Mollie C. Blake and Dr. D.B. Blake, both deceased, of the County of \_\_\_\_\_, State of Texas, for and in consideration of the sum of Four hundred eighty seven and 15/100 dollars, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of DeWitt, State of Texas, and being a part of a 1000.6 acre tract conveyed by Mrs. Sophie D. Weldon to Mrs. Mollie C. Blake by deed dated the 21 day of August, 1902, and recorded in Volume 53 page 175, of Deed Records of DeWitt County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by National Life and Accident Insurance Co., Nashville, Tenn., easements held by None, lease(s) held by John Jansky, Antonio Alonzo, Farm tenants-one third and one-fourth basis, Yorktown, Texas, and being more particularly described as follows, to-wit:

Being all that certain strip or parcel of land in DeWitt County, Texas, required for the Right-of-Way for State Highway No. 119 as shown by the Right-of-way Map for said Highway. Said map now on file at the State Highway Department in Austin, Texas.

BEGINNING at a point on the N.W. corner of the M.C. Blake tract, on the S. ROW line of the present State Highway No. 119. Thence S 59 deg. 59' 30" E with the said S. ROW line and the N. line of the Blake tract to a point at a right angle to and 20 ft. from Engineer's center line Sta. 257 + 43. Thence S 30 deg. W 10 ft. to a corner. Thence S 59 deg. 59' 30" E 165 ft. to a point on the N.E. corner of the Blake tract. Thence S 30 deg. W. at 10 ft. Engineer's Center line Sta. 259 + 08, at 80 ft. a corner. Thence N. 59 deg. 59' 30" W 508 ft. to a corner. Thence N 54 deg. 17' 30" W 100.5 ft. to a corner. Thence N. 59 deg. 59' 30" W 1300 ft. to a corner. Thence N 65 deg. 41' 30" W 100.5 ft. to a corner. Thence N 59 deg. 59' 30" W 1135.94 ft. to a corner at a right angle to and 70 ft. from Engineer's Center line Sta. 227 + 64.06. Thence parallel to and concentric with an Engineer's 0 deg. 30' center line curve left, a point at a right angle to and 70 ft. from Engineer's center line Sta. 222 + 21.82. Thence N 57 deg. E 100.5 ft. to a point at a right angle to and 60 ft. from Engineer's center line Sta. 221 + 21.82. Thence N 62 deg. 42' 10" W. 811.65 ft. to a corner on the W. line of the Blake tract. Thence N 30 deg. E at 60.1 ft. Engineer's center line Sta. 213 + 13, at 164.1 ft. the place of beginning. Said parcel or strip of land contains in all 9.743 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 State of Texas and its assigns.

And we, the said D.B. Blake, Jr., et al do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantors herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to us, of the sum of money above acknowledged, we hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of all said tract of land by virtue of the construction and maintenance of the new proposed Highway No. 119 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

And it is further agreed that D.B. Blake, Jr., et al, in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness our hands, this the 18 day of February, A.D. 1939.

D.B. Blake, Jr.

F.J. Blake.

H.E. Blake

J.W. Blake

V.W. Blake

Mary W. Pearce

R.B. Pearce.

Kate B. Hodgson

Sophia B. Cotner

Robert A. Cotner.

The State of Missouri

City of St. Louis

Before me, C.P. Merkel, a Notary Public, in and for said County and State, on this day personally appeared R.E. Blake, 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 18th day of February, 1939.

C.P. Merkel, Notary Public, in and for  
City St. Louis, Missouri.

Seal.

My commission expires November 24, 1939.

The State of Mississippi

County of Lincoln

Before me, W.H. McCaffrey, a Notary Public, in and for said County and State, on this day personally appeared J.V. Blake, 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 29th day of March, 1939.

W.H. McCaffrey, Notary Public, in and for  
Lincoln County, Mississippi.

Seal.

The State of Texas

County of Dallas

Before me, L.J. Sharp, a notary public, in and for the said County and State, on this day personally appeared Mary W. Pearce and her husband Rufus B. Pearce, both known to me (or proved to me on the oath of \_\_\_\_\_ a credible witness) to be the persons whose names are subscribed to the foregoing instrument and that each acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Mary W. Pearce, wife of the said Rufus B. Pearce, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary W. Pearce, acknowledged such instrument to be her act and deed, and she declared to me 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, on this the 4th day of April, 1939.

L.J. Sharp, Notary Public, in and for  
Dallas County, Texas.

Seal.

The State of Massachusetts

County of Bristol

Before me, Charlotte B. Chase, a Notary Public, in and for the said

D.B.Blake, Jr., et al.

## RIGHT-OF-WAY DEED

Right-of-Way Deed to

The State of Texas

State of Texas  
County of DeWitt

KNOW ALL MEN BY THESE PRESENTS

That we, D.B.Blake, Jr., F.J.Blake, R.E.Blake, J.V.Blake, V.W.Blake, Mrs. Kate B. Hodgson, Mary W. Pearce, accompanied by her husband, Rufus B. Pearce, and Sophie B. Cotner, accompanied by her husband, Robert A. Cotner, being the heirs at law and all the heirs at law of Mrs. Mollie C. Blake and Dr. D.B. Blake, both deceased, of the County of \_\_\_\_\_, State of Texas, for and in consideration of the sum of Four hundred eighty seven and 15/100 dollars, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of DeWitt, State of Texas, and being a part of a 1000.6 acre tract conveyed by Mrs. Sophie D. Waldon to Mrs. Mollie C. Blake by deed dated the 21 day of August, 1902, and recorded in Volume 53 page 175, of Deed Records of DeWitt County, Texas; said tract or parcel of land herein conveyed, being subject to: lien(s) held by National Life and Accident Insurance Co., Nashville, Tenn., easements held by None, lease(s) held by John Jansky, Antonio Alonso, Farm tenants-one third and one-fourth basis, Yorktown, Texas, and being more particularly described as follows, to-wit:

Being all that certain strip or parcel of land in DeWitt County, Texas, required for the Right-of-Way for State Highway No. 119 as shown by the Right-of-way Map for said Highway. Said map now on file at the State Highway Department in Austin, Texas.

BEGINNING at a point on the N.W. corner of the M.C. Blake tract, on the S. ROW line of the present State Highway No. 119. Thence S 59 deg. 59' 30" E with the said S. ROW line and the N. line of the Blake tract to a point at a right angle to and 20 ft. from Engineer's center line Sta. 257 + 48. Thence S 30 deg. W 10 ft. to a corner. Thence S 59 deg. 59' 30" E 165 ft. to a point on the N.E. corner of the Blake tract. Thence S 30 deg. W. at 10 ft. Engineer's Center line Sta. 259 + 08, at 80 ft. a corner. Thence N. 59 deg. 59' 30" W 508 ft. to a corner. Thence N 54 deg. 17' 30" W. 100.5 ft. to a corner. Thence N. 59 deg. 59' 30" W 1300 ft. to a corner. Thence N 65 deg. 41' 30" W 100.5 ft. to a corner. Thence N 59 deg. 59' 30" W 1155.94 ft. to a corner at a right angle to and 70 ft. from Engineer's Center line Sta. 227 + 64.06. Thence parallel to and concentric with an Engineer's 0 deg. 30' center line curve left, a point at a right angle to and 70 ft. from Engineer's center line Sta. 222 + 21.82. Thence N 57 deg. E 100.5 ft. to a point at a right angle to and 60 ft. from Engineer's center line Sta. 221 + 21.82. Thence N 62 deg. 42' 10" W. 811.65 ft. to a corner on the W. line of the Blake tract. Thence N 30 deg. E at 60.1 ft. Engineer's center line Sta. 213 + 13, at 164.1 ft. the place of beginning. Said parcel or strip of land contains in all 9.743 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 State of Texas and its assigns.

And we, the said D.B. Blake, Jr., et al do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantors herein for the same consideration hereby specially agree that the consideration above recited includes adequate and complete compensation for any and all damages, present or future, that may be done to the remainder of the tract above referred to and in consideration of the premises and the payment to us, of the sum of money above acknowledged, we hereby release the State of Texas from any and all damages, if any, present or future, that may be done to the remainder of all said tract of land by virtue of the construction and maintenance of the new proposed Highway No. 119 or by virtue of any drainage in connection therewith or by virtue of any operations of any nature in connection with said road and its appurtenances.

And it is further agreed that D.B. Blake, Jr., et al, in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness our hands, this the 18 day of February, A.D. 1939.

D.B. Blake, Jr.  
F.J. Blake.  
H.E. Blake  
J.V. Blake  
V.W. Blake

Mary W. Pearce  
R.B. Pearce.  
Kate B. Hodgson  
Sophia B. Cotner  
Robert A. Cotner.

The State of Missouri  
City of St. Louis

Before me, C.P. Merkel, a Notary Public, in and for said County and State, on this day personally appeared R.E. Blake, 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 18th day of February, 1939.

C.P. Merkel, Notary Public, in and for  
City St. Louis, Missouri.

Seal.

My commission expires November 24, 1939.

The State of Mississippi  
County of Lincoln

Before me, W.H. McCaffrey, a Notary Public, in and for said County and State, on this day personally appeared J.V. Blake, 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 29th day of March, 1939.

W.H. McCaffrey, Notary Public, in and for  
Lincoln County, Mississippi.

Seal.

The State of Texas  
County of Dallas

Before me, L.J. Sharp, a notary public, in and for the said County and State, on this day personally appeared Mary W. Pearce and her husband Rufus B. Pearce, both known to me (or proved to me on the oath of \_\_\_\_\_ a credible witness) to be the persons whose names are subscribed to the foregoing instrument and that each acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Mary W. Pearce, wife of the said Rufus B. Pearce, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary W. Pearce, acknowledged such instrument to be her act and deed, and she declared to me 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, on this the 4th day of April, 1939.

L.J. Sharp, Notary Public, in and for  
Dallas County, Texas.

Seal.

The State of Massachusetts  
County of Bristol

Before me, Charlotte E. Chase, a Notary Public, in and for the said

County and State, on this day personally appeared Sophie B. Cotner, and her husband, Robert A. Cotner, both known to me ( or proved to me on the oath of \_\_\_\_\_, a credible witness) to be the persons whose names are subscribed to the foregoing instrument and that each acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Sophie B. Cotner, wife of the said Robert A. Cotner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Sophie B. Cotner, acknowledged such instrument to be her act and deed, and she declared to me that she had willingly signed the same for the purposes and consideration therein expressed, and she did not wish to retract it.

Given under my hand and seal of office, on this the 2nd day of March, 1939.  
Charlotte B. Chase, Notary Public, in and for  
Bristol County, Massachusetts.

Seal.  
The State of Georgia  
County of Glynn | Before me, Catherine E. Clark, a Notary Public, in and for said County and State, on this day personally appeared Mrs. Kate B. Hodgson, known to me ( or proved to me on the oath of \_\_\_\_\_, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 8th day of April, 1939.  
Catherine E. Clark, Notary Public, in and for  
Glynn County, Georgia.

Seal.  
The State of Texas  
County of Dallas | Before me, Mattye Havens, a notary public, in and for the said County and State, on this day personally appeared F. J. Blake, known to me ( or proved to me on the oath of \_\_\_\_\_ a credible witness) 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.

-----  
Mattye Havens, Notary Public, in and for  
Dallas County, Texas.

Seal.  
The State of Indiana  
County of Lake | Before me, U. G. Sugar, a Notary Public, in and for the said County and State, on this day personally appeared D. B. Blake, Jr., 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, on this the 23rd day of February, 1939.  
U. G. Sugar, Notary Public, in and for  
Lake County, Indiana.

Seal. My commission expires July 7, 1941.  
The State of Texas  
County of DeWitt | Before me, E. F. Zincke, a Notary Public, in and for said County and State, on this day personally appeared V. W. Blake, known to me ( or proved to me on the oath of \_\_\_\_\_ a credible witness) 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 27th day of May, 1939.  
E. F. Zincke, Notary Public, in and for  
DeWitt County, Texas.

Seal. I hereby certify that the foregoing instrument was filed for record on the 20th day of Dec. 1944 at 4:00 o'clock PM and recorded on the 26th day of Dec. 1944 at 2:30 o'clock PM

*Henry N. Young*  
County Clerk, DeWitt County, Texas.  
By *[Signature]* Deputy.

Seal.

THE STATE OF TEXAS  
COUNTY OF DeWITT

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS, THAT;

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kelsey Voytovich, known to me to be a credible person and after being by me duly sworn, upon her oath deposes and says:

My name is Kelsey Voytovich. I am an Associate Landman with ConocoPhillips Company. The statements herein made are being made on behalf of Burlington Resources Oil & Gas Company, LP, a wholly owned subsidiary of ConocoPhillips Company, in accordance with the Texas General Land Office procedures for Highway Right-of-Way lease acquisition, to address Section II(b)(3) of said procedures.

This Affidavit is given to reflect the highest bonus consideration paid for acquiring a lease on lands adjacent to the subject 9.743 acres, more or less, Highway Right-of-Way Indianola Railroad Section 41, A-258, DeWitt County, Texas in relation to the tracts identified with Oil, Gas and Mineral Lease Numbers on Exhibit "B" included herein:

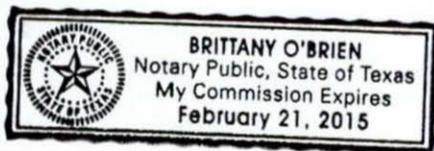
I certify that the highest bonus paid per net mineral acre by or on behalf of Burlington Resources Oil & Gas Company, LP, covering the leasehold estate reflected on Exhibit "B" hereof was \$300.00 per net mineral acre for a 3 year lease with a 22.5% royalty for Tract 2 (Lease number 305329-000).

Further, Affiant sayeth not.

  
Kelsey Voytovich

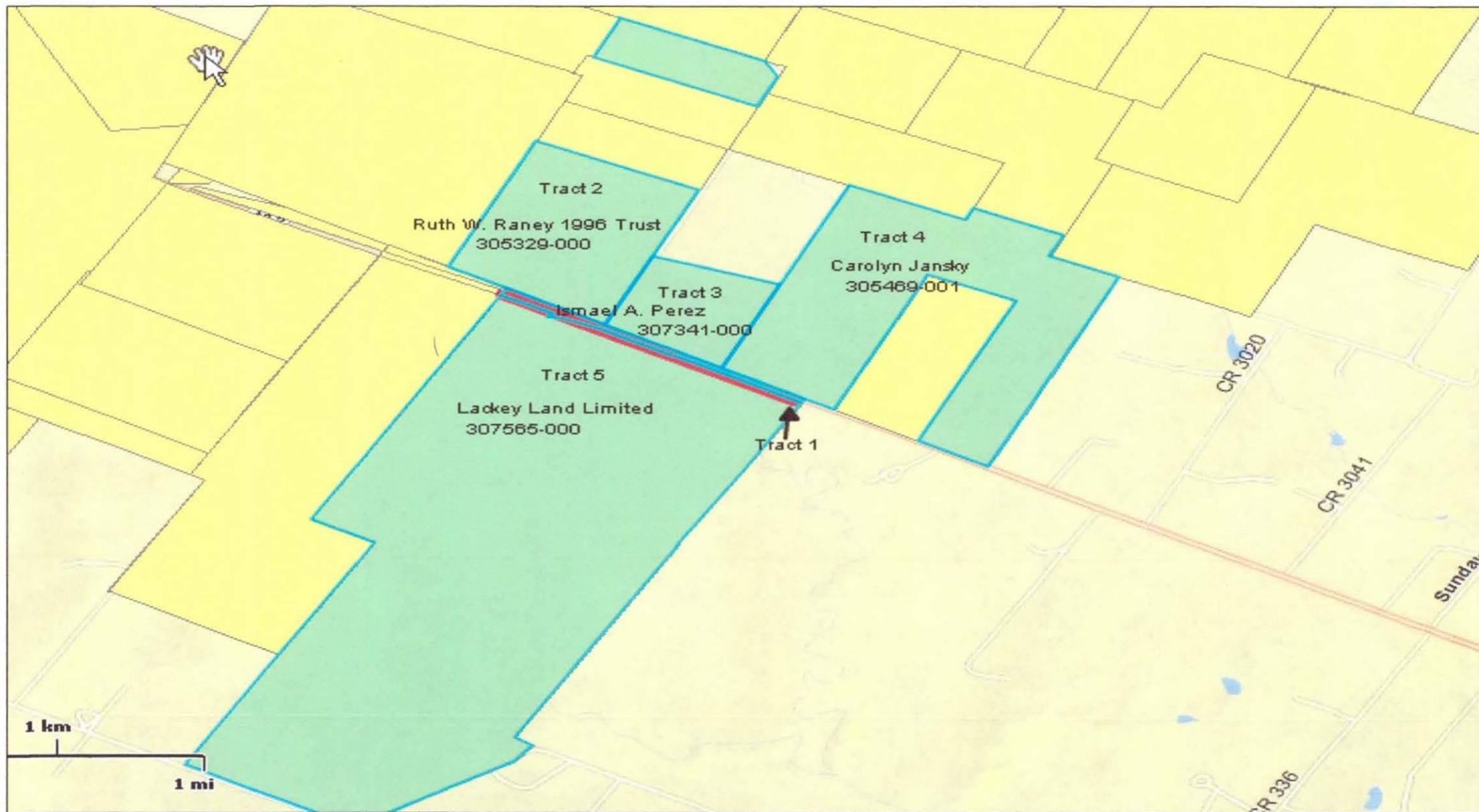
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1 day of July, 2011, by Kelsey Voytovich.



  
NOTARY PUBLIC, STATE OF TEXAS

TRACT	LEASE #	LESSOR	LESSEE	GROSS ACRES	NET ACRES	BONUS PER NET MIN. ACRE	TOTAL BONUS PAYMENT	ROYALTY	EXTENSION OF PRIMARY TERM BONUS PAYMENT PER NET MIN. ACRE	EXTENSION OF PRIMARY TERM TOTAL BONUS PAYMENT
2	305329-000	Ruth W. Raney 1996 Trust, Richard W. Raney, Trustee 13455 Marquette Avenue El Grove, Wisconsin 53122	Hawke Enterprises	166.36	166.36	\$300	\$49,908	22.50%	N/A	N/A
3	307341-000	Ismael A. Perez 408 North Gohmer Yorktown, Texas 78164	Hawke Enterprises	71.283	71.283	\$250	\$17,982.75	20%	N/A	N/A
4	305469-001	Carolyn Jansky 6034 North State Hwy 119 Yorktown, Texas 78164	Hawke Enterprises	435.48	409.23	\$200	\$81,846	20%	\$150	\$61,384.50
5	307565-000	Lackey Land Limited acting herein thru Hanging Tree Management, LLC, it's general partner c/o Page Saunders 9357 N. St. Hwy 119 Yorktown, Texas 78164	Hawke Enterprises	1000.6	1000.6	\$250	\$250,150.00	20%	\$200	\$200,120.00



309329-000

(Paid up Lease)  
With 40/640 Acres Pooling Provision

**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.**

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

THIS AGREEMENT made this 18th day of October, 2007, between RUTH W. RANEY 1996 TRUST, RICHARD W. RANEY, TRUSTEE, Lessor (whether one or more), whose address is: 13455 Marquette Avenue, El Grove, Wisconsin 53122, and HAWKE ENTERPRISES, whose address is: 330 Rayford Road, Suite 196, Spring, Texas 77386, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core, test, gravity, and magnetic methods, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon ~~and on, over, and across lands owned or claimed by Lessor adjacent and contiguous thereto~~, to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in DeWitt County, Texas, to-wit:

166.36 acres of land, more or less, sometimes called 162.559 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, DeWitt County, Texas, and being all of that certain 320 acre tract of land, more or less, described in that certain Warranty Deed, dated September 4, 1947, from V.W. Blake and wife, Cecil B. Blake, F.J. Blake and wife, Hallie Blake, R.E. Blake and wife, Dorothy G. Blake, J.V. Blake and wife, Mary S. Blake, Rufus B. Pearce and wife, Mary B. Pearce, Kate B. Hodgson, a feme sole, and Sophia B. Cotner, as Grantor, to Dan B. Blake, Jr., as Grantee, and being recorded in Volume 125, page 179, Deed Records, DeWitt County, Texas. LESS AND EXCEPT 52.467 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, DeWitt County, Texas, and being the same land called PARCEL NO. 2 ALLOTTED TO NANCY BLAKE JONES in that certain Partition Deed, dated November 23, 1999, executed by and between Elizabeth Blake Haas and Daniel B. Blake, IV, as Grantor, to Nancy Blake Jones, as Grantee, and being recorded in Volume 65, page 824, of the Official Public Records, DeWitt County, Texas; also LESS AND EXCEPT 52.467 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, and being the same land called PARCEL NO. 3 ALLOTTED TO ELIZABETH BLAKE HAAS in that certain Partition Deed, dated November 23, 1999, from Nancy Blake Jones and Daniel B. Blake, IV, as Grantor, to Elizabeth Blake Haas, as Grantee, and being recorded in Volume 65, page 821, of the Official Public Records, DeWitt County, Texas; also LESS AND EXCEPT 52.5 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, and being the same land described in that certain Warranty Deed with Vendor's Lien, dated April 28, 2003, from Daniel B. Blake IV, as Grantor, to Donald Jansky and wife, Carolyn Jansky, as Grantee, and being recorded in Volume 129, page 102, of the Official Public Records of DeWitt County, Texas, leaving a total of 162.559 acres of land, more or less.

~~This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys although not included within the boundaries of the land particularly described above.~~

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein.

3. The royalties to be paid by Lessee are:

(a) on oil, 1/5th of the production produced and saved from said land, the same to be delivered, free of all costs and expenses to the Lessor into the pipeline, or other receptacle to which the Lessee may connect its wells or the market value thereof, at the option of the Lessor, such value to be determined by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively of a like type and gravity for the field where produced and when run, or (2) the gross proceeds of the sale thereof, whichever is greater.

(b) on gas, including casinghead gas or other gaseous substance, produced from said land, 1/5th of the greater of (1) the market value at the wellhead of such gas, paid to Lessor free of all costs and expenses, or (2) the gross proceeds realized from the sale of such gas, free of all costs and expenses, to the first non-affiliated third party purchaser under a bona fide arms length sale or contract. "Gross proceeds" (for royalty payment purposes) shall mean the total monies and other consideration accruing to or paid the Lessee or received by Lessee for disposition or sale of all unprocessed gas proceeds, residue gas, gas plant products or other products. Gross proceeds shall include, but is not limited to advance payments, take-or-pay payments (whether paid pursuant to contract, in settlement or received by judgment) reimbursement for production or severance taxes and any and all other reimbursements or payments

(c) If any disposition, contract or sale of oil or gas shall include any reduction or charge for the expenses or costs of production, treatment, transportation, manufacturing, process or marketing of the oil or gas, then such deduction, expense or cost shall be added to



the market value or gross proceeds so that Lessor's royalty shall never be chargeable directly or indirectly with any costs or expenses other than its pro rata share of severance or production taxes.

(d) While there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty to the credit of the owner or owners of royalty hereunder in - Associated Bank of Brookfield Wisconsin, (which bank and its successors are the royalty owner or owner's agent, and shall continue as depository for all such sums which Lessee may pay hereunder, regardless of changes in ownership of royalties) on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals, the sum \$25.00 per mineral acre, and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be \$3.00 per long ton. Lessee shall have free use of oil, gas, coal and water from said land, except water from Lessor's wells, creeks and watering places for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the rules or regulations of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Such pooling shall be into a unit or units not exceeding forty (40) acres plus an acreage tolerance of ten percent (10%) thereof for oil, and units not exceeding six hundred forty (640) acres each plus an acreage tolerance of ten percent (10%) thereof for gas, provided that, should governmental authority having jurisdiction prescribe or permit the creation of any drilling, spacing or proration units larger than those specified above, such units may be created or enlarged to conform in size to the drilling or spacing units so prescribed or permitted or to the proration units as may be authorized for obtaining the maximum allowable production from one well. Lessee may pool the acreage or interests above described, or any portion thereof, as above provided, as to oil or gas in any one or more zones, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other zone, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall 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. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable 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. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis-that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty 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 as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall **remain in force only** if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the



cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or within six months after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Thereafter same become the property of Lessor. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no operations shall be conducted within 500 feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but 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; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to all of Lessor's interest in said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

SEE ADDENDUM, PARAGRAPHS A THROUGH Z, ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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

*Ruth W. Raney Trust 1996*  
*Richard W. Raney Jr. Trustee*

RUTH W. RANEY 1996 TRUST, RICHARD W. RANEY, TRUSTEE

THE STATE OF WI :  
COUNTY OF Waushara :

This instrument was acknowledged before me on the 25th day of October, 2007, by RUTH W. RANEY 1996 TRUST, RICHARD W. RANEY, TRUSTEE.



*Emily Kaepfel*  
NOTARY PUBLIC, STATE OF Wisconsin  
*Emily Kaepfel*  
(Notary's Name Printed)  
My Commission Expires: 08/23/2009



ADDENDUM

THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL AND GOVERN OVER ANYTHING HEREIN ABOVE PROVIDED WHICH MAY BE IN CONFLICT HEREWITH.

A. PUGH CLAUSE: Notwithstanding anything to the contrary herein contained, drilling operations on or production from a pooled unit or units established under the provision of Paragraph 4 or Paragraph X hereof, embracing land covered hereby and other land, shall maintain this lease in force only as to land included in such unit or units. The lease may be maintained in force as to the remainder of the land in any manner herein provided for.

B. INGRESS & EGRESS: In the event any of the acreage covered by this lease is released by operation of the terms of Paragraphs A or H hereof, Lessee shall have the right of ingress and egress for production purposes across the released acreage to the acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage.

C. LAND USE: (REFERENCE HEREIN TO LESSOR ALSO REFERS TO SURFACE OWNER)

(a) Should Lessor or tenants on the leased premises suffer loss of, or damage to, crops, trees, turf, livestock, water wells, fences, roads, other personal property, buildings or other improvements, as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor or such tenants the actual amount of their said loss or damage. It is expressly understood and provided that the damages provided to be paid under the terms of this lease shall be payable within 60 days after written notice by Lessor to Lessee of the accrual of such damages and if such damages are not paid within 60 days from the receipt of any such notice then such damages shall bear interest at the rate of 10% per annum from the date of accrual of such damages.

(b) Within a reasonable time after Lessee's need therefor shall have ceased, Lessee shall fill all pits and other excavations made by Lessee upon the leased premises, level off all mounds made by Lessee upon the lease premises, and remove all debris and rubbish placed by Lessee upon the leased premises and restore the surface to its original pre-drilling condition as nearly as possible. Lessee shall erect and maintain around all open pits a fence capable of turning livestock. To protect Lessor's livestock, Lessee and those conducting surface and/or seismic operations on the lease premises must not allow trash, debris, or refuse from such operation to exist on the ground, including, but not limited to, flagging material, wire, plastics, chemical residue, or other foreign objects or materials that would endanger or injure livestock. Upon cessation of use thereof by Lessee, it will notify Lessor of such cessation and at the option of the Lessor will leave on the premises as part of the property of Lessor all cattle guards, water wells, bridges and roads placed thereon by Lessee, its successors or assigns. If requested by Lessor, Lessee must place all road and pad gravel in piles on the lease at locations designated by Lessor. A cattle guard with lock-bar shall be placed at the entrance onto the lease premises through which the Lessee will have access to the premises with regard to any well being drilled on the lease premises or land pooled therewith. Said lock-bar shall be kept closed and locked at all times except during times of entrance by Lessee, its agents and parties operating under the Lessee. Lessee agrees to maintain all roads and paths upon which it travels in a condition which is as good as or better than the condition of such road or pathway prior to lessee's entry upon the above-described tract. The location of any road installed by Lessee must be along a route requested by Lessor, however, Lessor must not make an unreasonable request. Any roads installed by Lessee and the drill site must be made up of at least six inches (6") of compacted gravel which gravel shall be composed of stones not in excess of two inches (2") in diameter. Adequate and ample drainage shall be provided on the roads and drill site to avoid standing water. Lessee must install a sixteen foot (16') galvanized tube gate in each of Lessor's fences through which it must pass during its operations.

(c) None of Lessor's fresh water may be used for secondary recovery methods of oil or gas production. Lessee is expressly given no right to dispose of any waste oil or salt water on or over the leased premises or land pooled therewith. All oil-based drilling mud, cuttings, and deleterious substances from the well or brought onto the premises by Lessee are to be hauled off the leased premises by Lessee. Lessee agrees that any oil based mud, drilling compound containing a hydrocarbon base or any material which is harmful to the soil used in Lessee's operations on said land will be placed in a portable steel storage container during drilling operations on said land, and Lessee shall remove all such muds, compounds, materials and storage containers from the land and dispose of it off the leased premises. Any water based drilling mud not containing any of said deleterious substances shall be spread, disced, and leveled by the Lessee near the location where the mud was used as directed by Lessor. The topsoil of the drill site must be removed before installing the drill site. After completion of its use by Lessee, all topsoil that has been removed must be returned to the original location and spread over the area, disced in, and appropriate grasses planted and re-sprigged according to the Lessor's requirements. The well equipment and location shall be kept as clean as possible at all times, and roads used by Lessee should be kept in good state of repair. Lessor reserves the right to inspect and check for accuracy all meters through which Lessor's royalty may be marketed.

(d) It is here agreed that Lessee will pay the Lessor for each surface acre used by the Lessee in its operations, whether it be for the drill site, pits, production facilities or roads, \$1,500.00 per acre as agreed surface damage, in addition to paying those amounts set forth with regard to oak trees and pipelines set out below. Lessee must pay the Lessor \$1.00 per foot in length for a sixty-foot (60') wide pipeline right-of-way for installing pipelines necessary for production of any well on the lease premises, which right-of-way shall reduce to a thirty-foot (30') right-of-way after construction and installation of the pipeline. Lessee must pay Lessor \$750.00 as a liquidated damage amount for any oak tree damaged or destroyed by Lessee which tree has a trunk diameter over twelve inches (12") when measured twenty-four inches (24") from ground level, to be increased \$100.00 per inch for each inch over 12 inches. Prior to commencing surface operations pertaining to any well to be drilled on the premises, Lessee shall pay Surface Owner all surface damages anticipated from such surface operations. Thereafter, if actual surface damages exceed the amount paid by Lessee to the surface owner, then Lessee shall pay all additional surface damages immediately.

(e) Notwithstanding the general terms of grant contained in this lease, the Lessee is not given the right to erect or maintain refining facilities, or any other extraction or treating facilities on the lease premises unless directly related to the production, treatment, and recovery of oil, gas, sulphur, and other leased minerals from this lease or from land pooled therewith, and such facilities, if any, shall be only those reasonably necessary for production, treatment and recovery of such leased substances from this lease and land pooled therewith.

(f) Upon termination of this lease, Lessee agrees, binds and obligates itself to plug in accordance with the Rules and Regulations of the Railroad Commission of Texas any well drilled by Lessee. In the event Lessee shall fail to plug such well in accordance with the foregoing provisions, then Lessor shall have the right to do so at Lessee's expense and shall be entitled to recover from Lessee all



expenses incurred in the plugging of any such well, together with a reasonable attorney's fee and venue for such action shall be in DeWitt County, Texas.

D. SHUT-IN LIMIT: It is expressly agreed and provided that this lease cannot be held, maintained, nor extended under and by virtue of the shut-in gas well provision of this lease for a longer term beyond the primary term than two (2) consecutive years immediately thereafter, or for shorter terms at various intervals not to exceed in the aggregate two (2) years in all.

E. MINERAL LIMITATION: It is expressly understood and provided that this lease covers oil and gas and liquid hydrocarbons, along with the products and by-products thereof, but this lease does not cover any other minerals of any type, here making particular mention of water, the Lessee herein being given no right to explore for, nor develop any part of the land for production of water therefrom except with regard to producing water to be used solely with regard to Lessee's oil and gas drilling operations. Notwithstanding anything to the contrary in this lease contained, Lessee shall at all times protect the herein leased land from drainage of oil and gas from wells on adjoining lands.

F. POOLING LIMITATIONS:

(a) In the event Lessee exercises its option to pool as authorized by the terms and provisions of Paragraph 4 herein, the right to pool for gas including condensate and distillate, is hereby limited to 160 acres plus 10% tolerance as to all horizons from the surface of the ground to a depth of 5,000 feet below the surface of the ground and to 320 acres plus 10% tolerance as to all horizons from 5,000 feet below the surface of the ground to a depth of 9,000 feet below the surface of the ground, it being understood that Lessee shall have the right to pool or unitize the lands covered hereby for gas including condensate or distillate as to all depths below 9,000 feet below the surface of the ground in accordance with the terms and provisions set forth in said Paragraph 4 above. If Lessee exercises its right to pool a gas well located on the Lessor's land, it must place into the pool at least 50% of Lessor's land originally leased and described herein, unless the said land originally leased herein does not exceed 150 acres in such case all of the land must be included in said gas pool.

(b) Lessee acquires no rights or power to pool any of the above described land for oil, it being understood and agreed that pooling provisions as provided for herein are limited to gas and/or gas distillate only.

G. RELEASES: Lessee must furnish to Lessor within 60 days after the termination of this lease with regard to any part of the herein leased premises from any cause a duly executed and acknowledged instrument releasing or evidencing the termination of the lease as to that part of the land upon which the lease has terminated. Lessee agrees to pay Lessor \$10.00 per day as liquidated damages in DeWitt County, Texas, for Lessee's failure to furnish said release within the time provided. If the Lessee does so fail, such damages per day ARE to begin accruing on the 61<sup>st</sup> day after such termination. Said amount is agreed to be a reasonable amount to offset actual damages which are difficult to determine. Said liquated damage amount is limited to a maximum amount of \$1,000.00.

H. NON-POOLED PUGH CLAUSE: Lessee must within 90 days after the completion of any well on the leased premises which is not pooled under the provisions of Paragraph 4 or Paragraph X hereof designate in writing and place of record with the County Clerks of DeWitt County, Texas, a description of that part of the leased premises which shall be allotted to such well for production purposes, no more than 40 acres plus 10% tolerance to be allotted in and around each well classified as an oil well by the Railroad Commission of Texas if completed at a depth of 9,000 feet or less below the surface nor more than 80 acres plus 10% tolerance to such oil well if completed at a depth of more than 9,000 feet below the surface, and no more than 160 acres plus 10% tolerance to be allotted in and around each well classified as a gas well by the Railroad Commission of Texas if completed at a depth of 5,000 feet or less below the surface of the ground, nor more than 320 acres plus 10% tolerance if completed at a depth of more than 5,000 feet below the surface of the ground but less than 9,000 feet below the surface nor more than 640 acres plus 10% tolerance to such gas well if completed at a depth of 9,000 feet or more below the surface. Production or operations on said allotted area by the Lessee shall maintain this lease in effect only with regard to the land within the described area. This lease shall terminate at the end of the primary term as to such part or parts of the leased land lying outside the allotted area unless this lease is perpetuated as to such land outside the allotted area by operations conducted thereon or by production of oil or gas or any such operations and such production in accordance with the provisions hereof.

I. PAYMENT LOCATION: All royalties, surface damages, and other payments due under this lease shall be payable in DeWitt County, Texas, unless otherwise herein provided.

J. MINIMUM ROYALTY: If the royalties to be paid under this lease during 12-month periods as described below are less than the sum of \$25.00 per acre then leased ("minimum royalty"), and Lessor sends Lessee notice in writing of same, then this lease will terminate at the end of 90 days after Lessee receives written notice from Lessor, unless the Lessee pays to the royalty holders a sum of money equal to the difference between said minimum royalty per acre and the total of all royalty monies on production so paid during the applicable 12-month period. Said 12-month periods are the initial period beginning with the date of first production from the lease premises and each successive 12-month period thereafter. The payments set out in this paragraph do not relieve Lessee of the requirement of production in paying quantities to maintain this lease. Notice as to this paragraph will deemed to be given when it is deposited in the mail, certified, return receipt requested.

K. INFORMATION PARAGRAPH: Lessor or his agent shall have access to any well being drilled on the premises but must not interfere with Lessee's operations. At Lessor's request, Lessee must furnish Lessor or his agent with copies of logs, electrical well formation surveys and analyses of formation samples used by Lessee with regard to any well on the premises within 30 days after well completion or request, whichever is later. Lessee must furnish Lessor on request copies of sale contract concerning oil, gas, and other minerals from any well on the land. All of the above are to be furnished Lessor at his address set out above. Lessor agrees to keep all information confidential for a period of twenty four(24) months from receipt, unless said information is necessary for a lawsuit.

L. ROYALTY PRODUCTION: Payments of royalty under the terms of this lease shall never bear or be charged with, either directly or indirectly, any part of the costs or expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating, post-production expenses, marketing or otherwise making the oil or gas ready for sale or use, nor any costs of construction, operation or depreciation of any plant or other facilities for processing or treating said oil or gas. Anything to the contrary herein notwithstanding, it is expressly provided that the terms of this paragraph shall be controlling over the provisions of Paragraph 3(a), (b) and (d) of this lease to the contrary and this paragraph shall not be treated as surplusage despite the holding in the



cases styled "Heritage Resources, Inc., v. Nationsbank, 939 S.W. 2d 118 (Tex. 1996) and "Judice v. Mewbourne Oil Co., 939 S.W. 2d 135-36 (Tex. 1996).

M. DEEP RIGHTS: At the end of the primary term hereof or the expiration of any extension or renewal of the primary term, whichever occurs later, this lease shall automatically expire as to all depths lying deeper than 100 feet below the deepest oil or gas strata found to be capable of producing in paying or commercial quantities during the term of this lease. Provided however, if Lessee is then engaged in drilling or reworking operations on the leased premises or lands pooled therewith, this lease shall remain in full force as to all depths so long as such drilling or reworking operations are prosecuted with no cessation of more than sixty (60) consecutive days.

N. ROYALTY PAYMENT DUE DATE: All royalty payments on actual production are due and payable within 60 days after the end of the month in which the production occurred. In the event Lessee becomes delinquent in such payment, the Lessor must notify the Lessee of the default and if Lessee does not pay the delinquent amount within 15 days after Lessor has sent such notice of the delinquency to Lessee by certified mail at its address set out above, Lessee must pay interest on the delinquent royalty amount and on all other royalties subsequently becoming delinquent until all delinquent payments have been paid, the interest rate to be 12% per year and computed as to each of the delinquent amounts beginning with the date each becomes due. Lessee's obligations to pay royalties under this lease shall be secured by a first lien under the provisions of Section 9.319 of the Texas Business and Commerce Code extending to all of Lessor's royalty share of all oil and gas production and the proceeds of such share of the production from the premises. Lessee's sale of the royalty oil and gas shall not extinguish this lien, which lien is thereby impressed on the monies received for the royalty oil and gas. In the event of Lessee's bankruptcy, Lessor shall possess a lien on all proceeds from the sale of the royalty oil and gas.

O. REPORTS: In the event of production of oil, gas, and other liquid hydrocarbons from the leased premises or land pooled therewith, the Lessee must deliver to the Lessor herein after Lessor's written request copies of all monthly oil and gas production reports required to be filed with the Texas Railroad Commission concerning the well or wells on the leased premises or land pooled therewith, such delivery to be at the same time as the filing time therefor required by said Commission.

P. NOTIFICATION: The Lessee must notify Lessor not less than 48 hours prior to any entrance on the leased premises, of the date it will enter the land, including in such notice the purpose of the entry and, if applicable, the specific location of any well to be drilled on the leased premises. This will not apply, however, to normal well inspection operations (gaugers, etc.)

Q. DEFINITIONS USED IN THIS LEASE:

(1) The terms "drilling operations" or "operations for drilling" shall mean that the drilling rig is in position with the bit on the ground and rotating.

(2) A well is "completed" under the provisions of this lease (1) five days after the well reaches total depth and no attempt is made to complete the well as a producer of oil and/or gas by running of production casing, or (2) thirty days after the date production casing is cemented in the well (as reflected by the cementing affidavit required to be filed with the Railroad Commission of Texas) in the event an attempt is made to complete the well as a producer of oil and/or gas. Any later work done on the well will be deemed to be reworking operations.

(3) A well is deemed "abandoned" at the earlier of (a) when permanently plugged, or (b) when temporarily plugged by installation of a dry-hole tree or by welding a steel plate at the top of the casing.

R. Taken Out(Negligent Loss)

S. POLLUTION AND CONTAMINATION:

(1) It is agreed and understood between the Lessor and the Lessee that the Lessee will in its operations on the leased premises comply with all Federal and State laws, rules and regulations with regard to the avoidance of pollution and contamination, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource, Conservation and Recovery Act ("RCRA"), The Texas Health and Safety Code, Rules and Regulations of any State or Federal administrative agency and all amendments thereto as and when they become effective.

(2) Lessee assumes all responsibility to protect, defend, indemnify, and save Lessor harmless from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly from any and all pollution or contamination which may occur during the conduct of operation hereunder whether above the land surface or below, including, but not limited to, those which result from spills of materials and/or garbage, or which may result from fire, blowout, cratering, seepage, or flow of oil, gas, water or other substance, as well as from the use or disposition of oils, fluids, contaminated cuttings, lost circulation and fish recovery materials and fluid. Lessee agrees to reimburse Lessor for any attorney fees Lessor incurs with regard to collections of such claims under this paragraph.

(3) Lessee must control and remove all polluting or contaminating substances it brings or causes to be brought on the land. If a third party performing work for the Lessee commits an act or omission which results in such pollution or contamination or failure to comply with the aforementioned laws governing same, the Lessee shall be responsible therefor to the Lessor under this paragraph.

(4) This is an ongoing obligation on the part of the Lessee which survives the termination of the lease unless the Lessee furnishes to the Lessor at Lessee's expense an Environmental Audit at the termination of the lease showing that there is no pollution or contamination from Lessee's operations under this lease then in existence on the leased land or land pooled therewith. Said audit shall be conducted by a person agreed upon by Lessor and Lessee who is qualified to conduct such audit.

(5) Lessee must immediately notify Lessor upon learning or suspecting that any environmental contamination or pollution has occurred on the lease premises.



(6) Lessee must maintain in effect at all times during its operations under this lease a liability insurance policy in amount of not less than \$1,000,000.00 protecting Lessor against all claims arising by virtue of the Lessee's failure to comply with the provisions of this Paragraph S, and must furnish Lessor prior to beginning such operations with proof of the existence of such policy.

T. INDEMNIFICATION: Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

U. DIVISION ORDER: Neither the Lessee nor any other party disbursing oil or gas royalty as provided under this lease or through agreement of the third party with the Lessee may require Lessor to execute a division order as a requisite for the Lessor being paid royalties with the exception that a division order that provides only a stipulation of the Lessor's royalty interest may be required of the Lessor.

V. RATIFICATION: Prior to exercising its right to pool or unitize any part of the lease premises, Lessee must obtain ratification of this lease by all holders of outstanding royalty, if any, thereby protecting Lessor from claims of such royalty holders. Lessee must bear any excess royalty occasioned by Lessee's failure to obtain such ratification.

W. 3-D SEISMIC OPERATIONS: No authority is herein granted to Lessee to conduct seismic operations using 3-D method unless Lessee pays the surface owner prior to beginning of such operations \$25.00 per acre for the entire land above described. After completion of such operations, Lessee must restore the land to its original condition just prior to such operations and must pay the surface owner and any tenants the actual amount of damages arising from such operations.

X. HORIZONTAL DRILLING: In the event a well is drilled in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length ("horizontal completion well"), pooling shall be on a surface acreage basis (defined below) to include the length of the horizontal drainhole beginning at a point where the horizontal drainhole penetrates the correlative interval and extending to the terminus of such horizontal drainhole. For the purpose of this provision, "terminus", "horizontal drainhole" and "correlative interval" shall be defined in accordance with the Rules and Regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The diagonal of said units shall comply with the Rules and Regulations of said Authority, including but not limited to, Statewide Rule 86. "Surface acreage basis" means the production on which the Lessor's royalty is calculated shall be that portion of total unit production which the surface acreage covered by this lease and included in the unit bears to the total surface acreage in the unit. The size of the unit for a horizontal completion well with a drill site located on the above described property or in which the above described property is pooled where the drill site is located off the leased premises shall not exceed the unit size permitted by the Railroad Commission of Texas. In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, as to any horizontally completed well, Lessee shall have ninety (90) days from initial completion in which to amend such written designation of unit to increase or decrease the acreage, include or exclude specific leases or tracts as well as redefine the vertical limits of the productive zone in order to conform to the well spacing or density prescribed by the Railroad Commission of Texas. If such unit is filed and amended within such period of time, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent 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 under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date of any unit formed for horizontal drainhole wells under this paragraph or any revision thereof shall be the date set forth as the effective date by lessee in the written declaration that is filed of record for such unit or revision thereof.

Y. ASSIGNMENT: Lessee must advise Lessor of the names and addresses of each assignee or transferee of all or any part of the lease premises or rights hereunder within thirty (30) days after the execution of such assignment.

Z. HEADINGS: The paragraph and section headings appearing in this agreement are for convenience of reference only and are not intended, to any extent or purpose, to limit or define the text of any paragraph.

SIGNED FOR IDENTIFICATION:

*Ruth W. Raney 1996 Trust,*  
*Richard W. Raney Jr. Trustee*

\_\_\_\_\_  
RUTH W. RANEY 1996 TRUST, RICHARD W. RANEY,  
TRUSTEE



MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF DE WITT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THAT on the 18th day of October, 2007, Ruth W. Raney 1996 Trust, Richard W. Raney, Trustee, whose address is, 13455 Marquette Avenue, El Grove, Wisconsin 53122, hereinafter called "LESSOR", did enter into and deliver unto HAWKE ENTERPRISES whose address is 330 Rayford Road, Suite 196, Spring, Texas 77386, hereinafter called "LESSEE", that certain Oil and Gas Lease, covering 162.559 acres of land, more or less, in DeWitt County, Texas, said lands being more fully described as follows, to wit:

166.36 acres of land, more or less, sometimes called 162.559 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, DeWitt County, Texas, and being all of that certain 320 acre tract of land, more or less, described in that certain Warranty Deed, dated September 4, 1947, from V.W. Blake and wife, Cecil B. Blake, F.J. Blake and wife, Hallie Blake, R.E. Blake and wife, Dorothy G. Blake, J.V. Blake and wife, Mary S. Blake, Rufus B. Pearce and wife, Mary B. Pearce, Kate B. Hodgson, a feme sole, and Sophia B. Cotner, as Grantor, to Dan B. Blake, Jr., as Grantee, and being recorded in Volume 125, page 179, Deed Records, DeWitt County, Texas. LESS AND EXCEPT 52.467 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, DeWitt County, Texas, and being the same land called PARCEL NO. 2 ALLOTTED TO NANCY BLAKE JONES in that certain Partition Deed, dated November 23, 1999, executed by and between Elizabeth Blake Haas and Daniel B. Blake, IV, as Grantor, to Nancy Blake Jones, as Grantee, and being recorded in Volume 65, page 824, of the Official Public Records, DeWitt County, Texas; also LESS AND EXCEPT 52.467 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, and being the same land called PARCEL NO. 3 ALLOTTED TO ELIZABETH BLAKE HAAS in that certain Partition Deed, dated November 23, 1999, from Nancy Blake Jones and Daniel B. Blake, IV, as Grantor, to Elizabeth Blake Haas, as Grantee, and being recorded in Volume 65, page 821, of the Official Public Records, DeWitt County, Texas; also LESS AND EXCEPT 52.5 acres of land, more or less, out of the Indianola Railroad Survey No. 58, which is also known as the Franklin Fassett Survey, A-581, and being the same land described in that certain Warranty Deed with Vendor's Lien, dated April 28, 2003, from Daniel B. Blake IV, as Grantor, to Donald Jansky and wife, Carolyn Jansky, as Grantee, and being recorded in Volume 129, page 102, of the Official Public Records of DeWitt County, Texas, leaving a total of 162.559 acres of land, more or less.

The abovementioned Oil and Gas Lease provides for a five (5) year primary term from October 18, 2007, and is subject to all other terms and provisions set forth in said Oil and Gas Lease. A copy of said Oil and Gas Lease is in the possession of Lessor and Lessee, named herein.

This Memorandum may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Memorandum. Should less than all the named Lessors execute this Memorandum, this Memorandum and its respective Oil and Gas Lease shall be binding on those who are signatories.

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

Richard W. Raney, Trustee of the Ruth W. Raney 1996 Trust

WISCONSIN §
STATE OF TEXAS §
COUNTY OF Wauwatese §

This instrument was acknowledged before me on this 20th day of October, 2007, by Richard W. Raney, Trustee of the Ruth W. Raney 1996 Trust.



Emily Kaepfel
Notary Public, State of Texas
exp: 08/23/2009

After recording return to:

Hawke Enterprises
330 Rayford Road, Suite 196
Spring, TX 77386

File Number 305329-000

Left Side Right Side

Initial Date



56278

Filed for Record

This, the 14th day of Dec. 20 07  
at 1:30 o'clock, P. M

ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas

Pam Brandsteter  
Deputy

Hawke Enterprises



I hereby certify that this instrument  
was filed on the date & time stamped  
hereon by me, & was duly recorded  
in the Volume & Page of the Official  
Public Records of DeWitt Co. Texas.

DEC 14 2007

ELVA PETERSEN, CO. CLERK  
BY: Pam Brandsteter  
Vol. 243 Page 863-864

# LEASE TRANSMITTAL SHEET

ConocoPhillips

DATE: November 27 2007  
 COUNTY: DeWitt STATE: Texas  
 PROSPECT NAME: Cote D'or-Cuero West (AA50069)  
 LEASE NO. 305329 SUFFIX 000  
 BUSINESS UNIT: Expl & Bus. Dev. Land  
 PROSPECT NO. QUIET DEAL?

Lessor: Ruth Raney 1966 Trust  
 13455 Marquette Avenue  
 Elm Grove, WI 53122  
 Lessee: Hawke Enterprises  
 330 Rayford Road, Suite 196  
 Spring, Texas 77386  
 Federal/State/Indian Serial #:   
 Lease Date: October 18 2007  
 Effective Date: October 18 2007  
 Rental Due Date:   
 Expiration Date: October 18 2010  
 Lease Status: Non-Producing  
 Recording Data:  Book  Page  Journal/Inst. #  
 Bonus Amount: \$49,908.00 (166.36 acres @ \$300.00 per nma)  
 Draft/Check #:   
 Renewal  Extension of Lease No.   Additional Interest to Lease No.

**Ownership:**

Gross Acres	Lessor Mineral Interest	Lessor Net Acres	Overlap Acres	COPC Net Acres	Chargeable Acres
166.36	100%	166.36		166.360000	

Working Interest  
 ConocoPhillips Company: 100  
 Partner Name:   
 Partner Name:   
 Partner Name:   
 Lease Payments to be made by:

NOTES: Include all contract numbers for cross reference, special/unusual obligations, information that exceeds any of the sections above, etc.

Ruth Raney Trust Phone# 262-784-9785. Lease prepared by: Crain and Sheppard, 106 S. Gonzales, Cuero, Texas 77954. Phone (361) 275-5111

Original Copy of Draft  Fully executed W-9

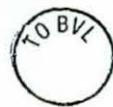
Original Lease  
 Copy of Lease  
 Lessor's address and SSN/TIN, if not on lease:  
 Ruth Raney 1966   
 Recording Instructions  
 Region will record. Lease sent for recording on:   
 Recording Remarks:

Original Assignment  
 Copy of Assignment  
 Recording Instructions  
 Region will record. Assignment sent for recording on:

Plat (leased acreage depicted in yellow)  
 Reference Deed (if used in description)  
 RDO  
 Ownership Report  
 Instruments to be transmitted at later date? When?   
 Instruments filed for approval with governmental agency?   
 REMARKS:   
 Recorded Memorandum to follow:   
 RPA to file?

Prepared By: Tasha David Date: November 27 2007

Lease Entry	Loaded	Verified	Mapping
SR 12.19.07 (Initials)	SDH (Initials)	QJR 7.10.08 (Initials)	QJR 7.10.08 (Initials)



REAL PROPERTY ADMIN'

439296 DEC 11 8

**The Following Documents are Poor Quality**

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C-204507

57508

COPY

ASSIGNMENT

STATE OF TEXAS                   §  
  §     KNOW ALL MEN BY THESE PRESENTS, THAT:  
COUNTY OF DE WITT           §

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, HAWKE ENTERPRISES, whose address is 5959 West Loop South, Suite 202, Bellaire, Texas 77401 (hereinafter referred to as "Assignor"), has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto BURLINGTON RESOURCES OIL & GAS COMPANY LP, whose mailing address is 600 N. Dairy Ashford Drive, Houston, Texas 77079 (hereinafter referred to as "Assignee"), subject to the covenants and conditions hereinafter contained, all of Assignor's right, title and interest in and to those certain oil, gas and mineral leases covering land situated in DeWitt County, Texas, more particularly described in Exhibits "A" attached hereto and incorporated herein (the leases described in the attached Exhibits "A" being referred to herein as the "Leases")

The provisions hereof shall extend to and be binding upon the successors, legal representatives and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the Leases, subject to the terms hereof, unto Assignee, its successors, its legal representatives and assigns, against the lawful claims of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

File Number: L-305329-000  
Left Side     Right Side  
rdk         11-12-08  
Initial         Date

DATED this January 9, 2008.

ASSIGNOR:

HAWKE ENTERPRISES

By: R. D. P.

Printed Name: ROBERT D. PORTMAN

ASSIGNEE:

BURLINGTON RESOURCES OIL & GAS  
COMPANY LP

By: BROG GP Inc., its sole General Partner

By: M. B. Carlisle

<sup>TLT</sup> Printed Name: MARK B. CARLISLE

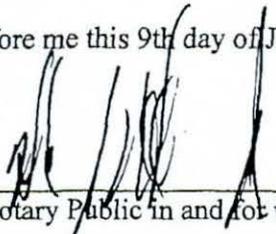
Title: Attorney-in-Fact

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 9<sup>th</sup> day of January, 2008, by ROBERT D. PORTMAN.



Notary Public in and for the State of Texas

Notary's Printed Name: Hugh J Hawkins Jr

(SEAL)



THE STATE OF TEXAS

§  
§  
§

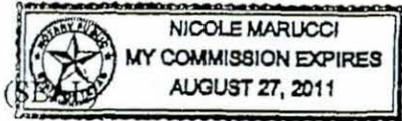
COUNTY OF HARRIS

This instrument was acknowledged before me this 27<sup>th</sup> day of February, 2008, by mark B. Carlisle, Attorney-in-Fact for BROG GP Inc., the Sole General Partner for Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, on behalf of said partnership.



Notary Public in and for the State of Texas

Notary's Printed Name: Nicole Marucci



After recording return to:

Hawke Enterprises  
330 Rayford Road, Suite 196  
Spring, Texas 77386

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304158-000	Hooks Properties, LTD., a Florida Limited Partnership	Hawke Enterprises	2/16/2007	TX	DeWitt	222	497
304065-000	Lackey Land Limited, a Limited Partnership	Hawke Enterprises	2/23/2007	TX	DeWitt	222	489
304328-000	SCHMIEDLIN, Jerry Wayne ETUX	Hawke Enterprises	2/21/2007	TX	DeWitt	222	505
304061-000	JALUFKA, Alton Ray ETUX	Hawke Enterprises	2/21/2007	TX	DeWitt	222	485
304063-000	ARONSTEIN, Sarah ETUX	Hawke Enterprises	2/27/2007	TX	DeWitt	222	483
304056-000	BRASWELL, Larry L. ETUX	Hawke Enterprises	3/9/2007	TX	DeWitt	222	476
304083-000	RIEDELSE, Leona	Hawke Enterprises	3/1/2007	TX	DeWitt	222	487
304327-000	BAKER, Hollis	Hawke Enterprises	3/1/2007	TX	DeWitt	222	507
304156-000	BARGMANN Family Trust	Hawke Enterprises	2/14/2007	TX	DeWitt	222	499
304157-000	BARGMANN Family Trust	Hawke Enterprises	2/14/2007	TX	DeWitt	222	501
304140-000	CRAIN, James K. ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	493
304093-000	CRAIN, James K. ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	491
304329-000	LUKES, Karen Kay	Hawke Enterprises	3/15/2007	TX	DeWitt	222	509
304330-000	HARTMAN, Wayne ETUX	Hawke Enterprises	3/15/2007	TX	DeWitt	222	511
303701-000	ROSSOW, Edwin ETUX	Hawke Enterprises	3/7/2007	TX	DeWitt	236	415
304331-000	JALUFKA, Alton Ray ETUX	Hawke Enterprises	3/15/2007	TX	DeWitt	222	503
304044-000	MUELLER, Arlen ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	495
305370-001	MARALDO, Michele ETUX	Hawke Enterprises	9/11/2007	TX	DeWitt	236	427
303860-000	AVEN, Teddy ETUX	Hawke Enterprises	4/3/2007	TX	DeWitt	226	358
303857-000	HODGE, Andrew M.	Hawke Enterprises	4/3/2007	TX	DeWitt	222	481

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
303859-000	Walter Wagner and wife, Billie Jo Wagner, Robert Reed Wagner, Walter Richard Wagner, Sandra Fay Campbell	Hawke Enterprises	4/3/2007	TX	DeWitt	222	513
303974-000	KONCZEWSKI, Herman	Hawke Enterprises	4/11/2007	TX	DeWitt	222	353
303973-000	KONCZEWSKI, Florian	Hawke Enterprises	4/11/2007	TX	DeWitt	222	360
304081-000	HARDESTY, Jennie Lynn	Hawke Enterprises	4/17/2007	TX	DeWitt	226	362
304082-000	WOLTER, Martin Luther ETUX	Hawke Enterprises	4/17/2007	TX	DeWitt	226	366
304147-000	The Leske Living Trust	Hawke Enterprises	4/20/2007	TX	DeWitt	226	368
304150-000	Granberry Partners,LTD	Hawke Enterprises	4/26/2007	TX	DeWitt	226	364
304148-000	Jack Wesley Wallis, Sheryl Katherine Wallis Winslow and Mary Sue Wallis	Hawke Enterprises	4/19/2007	TX	DeWitt	233	712
304221-000	Roy J. Lott, Cherly Parkinson and Fay Norton	Hawke Enterprises	4/27/2007	TX	DeWitt	236	450
304219-000	WILD, Johanna	Hawke Enterprises	5/3/2007	TX	DeWitt	226	372
304220-000	WILD, Jerome R.	Hawke Enterprises	5/3/2007	TX	DeWitt	236	417
304252-000	MILLER, Arthur	Hawke Enterprises	4/25/2007	TX	DeWitt	226	418
304226-000	WILMETH, Virginia	Hawke Enterprises	5/7/2007	TX	DeWitt	226	357
305932-001	PARKER, Clifford Dwayne ETUX	Hawke Enterprises	7/30/2007	TX	DeWitt	233	723
304246-000	PARKER, Clifford Dwayne ETUX	Hawke Enterprises	7/30/2007	TX	DeWitt	233	722
304234-000	GRAY, Paul V.	Hawke Enterprises	5/8/2007	TX	DeWitt	236	423
304318-000	JALUFKA, Cody	Hawke Enterprises	4/26/2007	TX	DeWitt	226	370
304262-001	KOENNING, Otto Lee	Hawke Enterprises	5/29/2007	TX	DeWitt	236	421

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304262-002	DICKERSON, Margie Ann	Hawke Enterprises	5/29/2007	TX	DeWitt	236	419
304266-001	SEIDEL, Brad Edward	Hawke Enterprises	4/26/2007	TX	DeWitt	236	425
304266-002	CLAMPIT, Melissa Ann Seidel	Hawke Enterprises	3/26/2007	TX	DeWitt	226	412
304267-001	SEIDEL, Warren A.	Hawke Enterprises	4/26/2007	TX	DeWitt	226	416
304267-001	SEIDEL, Warren A.	Hawke Enterprises	4/26/2007	TX	DeWitt	243	899
304260-001	BORCHARDT, Rinehold	Hawke Enterprises	5/16/2007	TX	DeWitt	243	889
304531-000	BORCHARDT, Rinehold	Hawke Enterprises	5/16/2007	TX	DeWitt	243	841
304280-000	MUELLER, Darwin	Hawke Enterprises	5/11/2007	TX	DeWitt	236	374
304280-000	MUELLER, Judy	Hawke Enterprises	5/11/2007	TX	DeWitt	236	376
304280-000	MUELLER, Larry	Hawke Enterprises	5/11/2007	TX	DeWitt	236	378
304415-000	KLEIN, Michael ETUX	Hawke Enterprises	6/5/2007	TX	DeWitt	236	452
304581-000	DRABEK, Bennie ETUX	Hawke Enterprises	6/13/2007	TX	DeWitt	233	725
304583-000	RESPONDEK, Leon J. ETUX	Hawke Enterprises	6/15/2007	TX	DeWitt	233	729
304584-000	RESPONDEK, Leon J. ETUX	Hawke Enterprises	6/15/2007	TX	DeWitt	233	727
304585-000	WARZECHA, Francis	Hawke Enterprises	6/20/2007	TX	DeWitt	233	724
304589-000	SIEVERS, Steven L.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	721
304589-000	SIEVERS, Arden D.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	766
304589-000	SIEVERS, L.C.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	720
304699-000	IBROM, Eugene	Hawke Enterprises	7/13/2007	TX	DeWitt	233	737
304707-000	IBROM, Daniel ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	739

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304705-000	IBROM, Robert Lee	Hawke Enterprises	7/13/2007	TX	DeWitt	233	735
304703-000	KOLODZIEJCYK, Catherine ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	745
304702-000	IBROM, David	Hawke Enterprises	7/3/2007	TX	DeWitt	233	716
304701-000	BAKER, Hollis	Hawke Enterprises	7/11/2007	TX	DeWitt	233	743
304723-000	KOOPMAN, Marvin C.	Hawke Enterprises	7/17/2007	TX	DeWitt	233	754
304771-001	KULIK, Frank ETUX	Hawke Enterprises	7/20/2007	TX	DeWitt	233	733
304783-000	Evelyn Motl, Robert Motl, & Kenneth Motl	Hawke Enterprises	7/23/2007	TX	DeWitt	243	833
304865-000	VAN BEVEREN, Isabell Ann	Hawke Enterprises	7/27/2007	TX	DeWitt	233	752
304922-000	IBROM, David A. (separate property) Patricia Ibrom	Hawke Enterprises	7/31/2007	TX	DeWitt	236	405
304868-000	JENDRY, James	Hawke Enterprises	8/1/2007	TX	DeWitt	236	384
304871-001	GRUNDER, Michael R. ETUX	Hawke Enterprises	11/29/2007	TX	DeWitt	243	852
304889-001	CIELENCKI, Alton ETUX	Hawke Enterprises	8/2/2007	TX	DeWitt	236	407
304887-000	BIGGS, Elna	Hawke Enterprises	8/29/2007	TX	DeWitt	234	392
305603-000	BIGGS, Elna	Hawke Enterprises	8/29/2007	TX	DeWitt	234	394
304888-000	STUBBLEFIELD, Barbara J.	Hawke Enterprises	9/6/2007	TX	DeWitt	236	435
304886-000	STUBBLEFIELD, David A. ETUX	Hawke Enterprises	9/6/2007	TX	DeWitt	236	437
304885-000	WEIBYE, Carolyn S.	Hawke Enterprises	7/27/2007	TX	DeWitt	233	747
304929-000	VAN BEVEREN, Morris M. ETUX	Hawke Enterprises	7/27/2007	TX	DeWitt	233	718
304945-000	HAHN, Charles T. ETUX	Hawke Enterprises	8/7/2007	TX	DeWitt	236	411

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304950-00	Leon James Srubar, Jr., Christine Ann Srubar Kalinowski, Dennis Ray Srubar, Monica Sue Srubar Sauer, Ramona Lyrne Srubar Sample	Hawke Enterprises	8/8/2007	TX	DeWitt	243	830
304949-000	IBROM, Eugene James	Hawke Enterprises	8/6/2007	TX	DeWitt	236	409
305787-001	Edwin Earl Gaida	Hawke Enterprises	11/1/2007	TX	DeWitt	243	893
305787-001	George Lowman	Hawke Enterprises	11/1/2007	TX	DeWitt	243	897
305787-001	Hedy Stakes	Hawke Enterprises	11/1/2007	TX	DeWitt	243	895
304951-001	THAMM, Rueben Wayne ETUX	Hawke Enterprises	8/18/2007	TX	DeWitt	236	402
304956-000	HAHN, Irene	Hawke Enterprises	8/7/2007	TX	DeWitt	236	447
304959-001	SCOTT, Steven ETUX	Hawke Enterprises	8/10/2007	TX	DeWitt	236	388
305236-000	PAWLK JR., Raymond W.	Hawke Enterprises	9/5/2007	TX	DeWitt	236	380
305235-000	WATSON, Bobby G. aka Robert G. Watson ETUX	Hawke Enterprises	9/5/2007	TX	DeWitt	236	413
305228-000	PEREZ, Jose G. ETUX	Hawke Enterprises	9/1/2007	TX	DeWitt	236	445
305245-000	ROBINSON, Karen B.	Hawke Enterprises	8/24/2007	TX	DeWitt	243	819
305246-000	BAROS, David W.	Hawke Enterprises	9/24/2007	TX	Dewitt	243	820
305247-000	BAROS, Ella	Hawke Enterprises	9/24/2007	TX	DeWitt	243	824
305248-000	BAROS, Edwin A.	Hawke Enterprises	9/10/2007	TX	DeWitt	243	826
305261-001	BORCHARD, Richard H.	Hawke Enterprises	8/28/2007	TX	DeWitt	236	394
305262-001	BORCHARD, Ralph ETUX	Hawke Enterprises	8/28/2007	TX	DeWitt	236	443
305311-000	DAVIDSON, Cecil M. ETUX	Hawke Enterprises	9/13/2007	TX	DeWitt	236	429
305312-000	YANCEY, Quentin L. ETUX	Hawke Enterprises	10/5/2007	TX	DeWitt	243	808

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305314-000	CASTILLO, Martin Alvarez ETUX	Hawke Enterprises	11/20/2007	TX	DeWitt	243	867
305313-000	LOVEL Merelon ETUX	Hawke Enterprises	9/7/2007	TX	DeWitt	236	382
305310-000	BAROS, Kendrick ETUX	Hawke Enterprises	9/24/2007	TX	DeWitt	243	825
305328-000	Huebner Trust, Robert B. Huebner and John C. Huebner	Hawke Enterprises	9/10/2007	TX	DeWitt	243	806
305384-000	VAN BEVEREN, Isabell Ann	Hawke Enterprises	9/26/2007	TX	DeWitt	243	815
305533-000	HILBRICH, Kent Edward ETUX	Hawke Enterprises	11/16/2007	TX	DeWitt	243	865
305545-000	CHESNEY, LOIS B.	Hawke Enterprises	9/20/2007	TX	DeWitt	238	291
305598-000	ORTIZ, Amelia	Hawke Enterprises	10/17/2007	TX	DeWitt	243	832
305631-000	Estate of Carl H. Schlenker, Jr. deceased Harland Schlenker & Tommy Schlenker, Co-Independent Executors	Hawke Enterprises	10/26/2007	TX	DeWitt	243	879
305631-000	SCHLENKER, Harland	Hawke Enterprises	10/26/2007	TX	DeWitt	243	869
305635-000	SCHLENKER, Harland ETUX	Hawke Enterprises	10/26/2007	TX	DeWitt	243	871
305774-000	LAMB III, G.W. ETUX	Hawke Enterprises	11/1/2007	TX	DeWitt	243	856
305774-000	HILEMAN, Debbie Lynn	Hawke Enterprises	11/21/2007	TX	DeWitt	243	885
305774-000	HILBRICH, Melvin R. ETUX	Hawke Enterprises	10/19/2007	TX	DeWitt	243	839
305774-000	CHENEY, Richard A.	Hawke Enterprises	11/19/2007	TX	DeWitt	243	912
304709-000	IBROM, Patricia Gail	Hawke Enterprises	7/3/2007	TX	DeWitt	233	714
304711-000	STRAUBE, Melvin ETUX	Hawke Enterprises	7/11/2007	TX	DeWitt	233	750
304710-000	CRAIN, Shirley R.	Hawke Enterprises	7/11/2007	TX	DeWitt	233	758
304700-000	IBROM, Robert Lee ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	741

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304772-000	LEMKE, Warren ETUX	Hawke Enterprises	7/20/2007	TX	DeWitt	233	760
304842-000	STANCHOS, Alvin	Hawke Enterprises	7/27/2007	TX	DeWitt	233	756
304870-001	ERLER, David ETUX	Hawke Enterprises	8/1/2007	TX	DeWitt	233	762
304909-000	BURGE, Loretta Fay	Hawke Enterprises	8/2/2007	TX	DeWitt	236	396
304893-000	Marcellus W. Weischwill Residuary Trust	Hawke Enterprises	8/2/2007	TX	DeWitt	236	400
304911-000	STRAUBE, Scott	Hawke Enterprises	8/2/2007	TX	DeWitt	233	749
304944-000	THEDIN, Barbara	Hawke Enterprises	10/18/2007	TX	DeWitt	243	858
304958-000	KOEHLER, Kermit C. ETUX	Hawke Enterprises	9/5/2007	TX	DeWitt	236	386
304999-000	Patrick G. Crain, James K. Crain, III & Christopher M. Crain	Hawke Enterprises	9/10/2007	TX	DeWitt	236	439
305000-000	Troy H. Stuart, Randall Kurt Stuart & Craig Alan Stuart	Hawke Enterprises	8/10/2007	TX	DeWitt	238	398
305232-000	MUELLER, Phil E. ETUX	Hawke Enterprises	8/10/2007	TX	DeWitt	236	390
305234-000	KOOPMAN, William O. and Hilmer E. Koopman	Hawke Enterprises	9/4/2007	TX	DeWitt	243	827
305230-000	SHOCKLEY, Patricia Ann	Hawke Enterprises	8/8/2007	TX	DeWitt	238	449
305260-001	CONNORS, Elizabeth	Hawke Enterprises	8/30/2007	TX	DeWitt	236	433
305260-002	Catherine Clark Ralston aka Catherine Dhu Clark Cayce	Hawke Enterprises	8/30/2007	TX	DeWitt	236	431
305258-000	KOOPMAN, Hilmer E.	Hawke Enterprises	9/4/2007	TX	DeWitt	243	812
305309-000	BARRETT, Isabella Nelson	Hawke Enterprises	10/4/2007	TX	DeWitt	243	818
305331-000	STANCHOS, Marvin	Hawke Enterprises	9/6/2007	TX	DeWitt	243	811
305317-001	WRIGHT, David A. ETUX	Hawke Enterprises	9/10/2007	TX	DeWitt	236	441
305329-000	Ruth W. Raney 1996 Trust	Hawke Enterprises	10/18/2007	TX	DeWitt	243	863

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305374-000	HUGHES, Fred ETUX	Hawke Enterprises	9/26/2007	TX	DeWitt	243	829
305392-001/002	James Lincke and Marjorie Breeden	Hawke Enterprises	10/25/2007	TX	DeWitt	243	854
305393-001/002	James Lincke and Marjorie Breeden	Hawke Enterprises	10/25/2007	TX	DeWitt	243	850
305387-000	MCADAMS, Jerry ETUX	Hawke Enterprises	10/22/2007	TX	DeWitt	243	865
305467-000	QUINN, Douglas R. ETUX	Hawke Enterprises	10/15/2007	TX	DeWitt	243	881
305480-000	KOENIG, Karen Koopmann	Hawke Enterprises	10/22/2007	TX	DeWitt	243	875
305486-000	KOOPMANN, Lorene H.	Hawke Enterprises	10/22/2007	TX	DeWitt	243	876
305482-000	KOOPMAN, Ralph	Hawke Enterprises	10/22/2007	TX	DeWitt	243	874
305466-001	URBAN, David L.	Hawke Enterprises	9/26/2007	TX	DeWitt	243	810
305466-002	URBAN, Wayne D.	Hawke Enterprises	9/26/2007	TX	DeWitt	243	809
305471-001	SMITH, Joel P. ETUX	Hawke Enterprises	10/3/2007	TX	DeWitt	243	816
305469-001	JANSKY, Donald ETUX	Hawke Enterprises	9/1/2007	TX	DeWitt	243	804
305518-000	Sandra Hilbrich, Deanna Wolf, Lauren Jackson, Naomi Aldis	Hawke Enterprises	10/22/2007	TX	DeWitt	243	872
305529-000	BARGMANN, William George	Hawke Enterprises	10/10/2007	TX	DeWitt	243	814
305530-000	KLAEVEMANN, Elenora Stratmann	Hawke Enterprises	10/10/2007	TX	DeWitt	243	862
305534-001	KLAEVEMANN, Elenora Stratmann	Hawke Enterprises	10/10/2007	TX	DeWitt	243	891
305616-000	MARON, Michael Anthony	Hawke Enterprises	10/10/2007	TX	DeWitt	238	288
305639-000	Bill Schendel, Pat Schendel, Robert Schendel & Richard Schendel	Hawke Enterprises	10/15/2007	TX	DeWitt	243	903

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE	24
305640-000	Non-Exempt Schendel Family Trust	Hawke Enterprises	10/15/2007	TX	DeWitt	243	901	
305641-000	Exempt Schendel Family Trust	Hawke Enterprises	10/15/2007	TX	DeWitt	243	906	
305638-000	S&S Dairy	hawke Enterprises	10/15/2007	TX	DeWitt	243	908	
305678-000	GUERRIERO, Jeanne E.	Hawke Enterprises	10/22/2007	TX	DeWitt	243	877	
305939-000	MUMME, W.T., ETUX	Hawke Enterprises	11/1/2007	TX	DeWitt	243	886	

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

END OF EXHIBIT "A"

After recording, please return to:  
Hawke Enterprises  
330 Rayford Road, Suite 198  
Spring, Texas 77386

57508

Filed for Record

This was filed on day of March 20 08

at 3:35 o'clock P M

ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas

*Chanda Tetler*  
Deputy

Return: Hawke Enterprises

STATE OF TEXAS  
COUNTY OF DEWITT

ASSIGNMENT

STATE OF TEXAS                   §  
   §     KNOW ALL MEN BY THESE PRESENTS, THAT:  
 COUNTY OF DE WITT           §

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, HAWKE ENTERPRISES, whose address is 5959 West Loop South, Suite 202, Bellaire, Texas 77401 (hereinafter referred to as "Assignor"), has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto BURLINGTON RESOURCES OIL & GAS COMPANY LP, whose mailing address is 600 N. Dairy Ashford Drive, Houston, Texas 77079 (hereinafter referred to as "Assignee"), subject to the covenants and conditions hereinafter contained, all of Assignor's right, title and interest in and to those certain oil, gas and mineral leases covering land situated in DeWitt County, Texas, more particularly described in Exhibits "A" attached hereto and incorporated herein (the leases described in the attached Exhibits "A" being referred to herein as the "Leases").

The provisions hereof shall extend to and be binding upon the successors, legal representatives and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the Leases, subject to the terms hereof, unto Assignee, its successors, its legal representatives and assigns, against the lawful claims of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

DATED this January 9, 2008.

ASSIGNOR:

HAWKE ENTERPRISES

By: R. D. P.

Printed Name: ROBERT D. PORTMAN

ASSIGNEE:

BURLINGTON RESOURCES OIL & GAS  
COMPANY LP

By: BROG GP Inc., its sole General Partner

By: M. B. Carlisle

<sup>TLT</sup>  
Printed Name: MARK B. CARLISLE

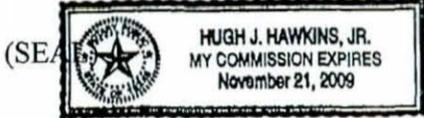
Title: Attorney-in-Fact

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 9<sup>th</sup> day of January, 2008, by ROBERT D. PORTMAN.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

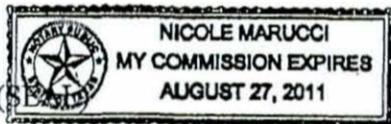
Notary's Printed Name: Hugh J Hawkins Jr

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 27<sup>th</sup> day of February, 2008, by mark B. Carlisle, Attorney-in-Fact for BROG GP Inc., the Sole General Partner for Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, on behalf of said partnership.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Notary's Printed Name: Nicole Marucci

After recording return to:

Hawke Enterprises  
330 Rayford Road, Suite 196  
Spring, Texas 77386

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304158-000	Hooks Properties, LTD., a Florida Limited Partnership	Hawke Enterprises	2/16/2007	TX	DeWitt	222	497
304065-000	Lackey Land Limited, a Limited Partnership	Hawke Enetrprises	2/23/2007	TX	DeWitt	222	489
304328-000	SCHMIEDLIN, Jerry Wayne ETUX	Hawke Enterprises	2/21/2007	TX	DeWitt	222	505
304061-000	JALUFKA, Alton Ray ETUX	Hawke Enterprises	2/21/2007	TX	DeWitt	222	485
304063-000	ARONSTEIN, Sarah ETUX	Hawke Enterprises	2/27/2007	TX	DeWitt	222	483
304056-000	BRASWELL, Larry L. ETUX	Hawke Enterprises	3/9/2007	TX	DeWitt	222	476
304083-000	RIEDESEL, Leona	Hawke Enterprises	3/1/2007	TX	DeWitt	222	487
304327-000	BAKER, Hollis	Hawke Enterprises	3/1/2007	TX	DeWitt	222	507
304156-000	BARGMANN Family Trust	Hawke Enterprises	2/14/2007	TX	DeWitt	222	499
304157-000	BARGMANN Family Trust	Hawke Enterprises	2/14/2007	TX	DeWitt	222	501
304140-000	CRAIN, James K. ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	493
304093-000	CRAIN, James K. ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	491
304329-000	LUKES, Karen Kay	Hawke Enterprises	3/15/2007	TX	DeWitt	222	509
304330-000	HARTMAN, Wayne ETUX	Hawke Enterprises	3/15/2007	TX	DeWitt	222	511
303701-000	ROSSOW, Edwin ETUX	Hawke Enterprises	3/7/2007	TX	DeWitt	236	415
304331-000	JALUFKA, Alton Ray ETUX	Hawke Enterprises	3/15/2007	TX	DeWitt	222	503
304044-000	MUELLER, Arlen ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	495
305370-001	MARALDO, Michele ETUX	Hawke Enterprises	9/11/2007	TX	DeWitt	236	427
303860-000	AVEN, Teddy ETUX	Hawke Enterprises	4/3/2007	TX	DeWitt	226	358
303857-000	HODGE, Andrew M.	Hawke Enterprises	4/3/2007	TX	DeWitt	222	481

File Number: \_\_\_\_\_  
 Right Side \_\_\_\_\_  
 Left Side \_\_\_\_\_  
 Initials \_\_\_\_\_  
 date \_\_\_\_\_

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
303859-000	Walter Wagner and wife, Billie Jo Wagner, Robert Reed Wagner, Walter Richard Wagner, Sandra Fay Campbell	Hawke Enterprises	4/3/2007	TX	DeWitt	222	513
303974-000	KONCZEWSKI, Herman	Hawke Enterprises	4/11/2007	TX	DeWitt	222	353
303973-000	KONCZEWSKI, Florian	Hawke Enterprises	4/11/2007	TX	DeWitt	222	360
304081-000	HARDESTY, Jennie Lynn	Hawke Enterprises	4/17/2007	TX	DeWitt	226	362
304082-000	WOLTER, Martin Luther ETUX	Hawke Enterprises	4/17/2007	TX	DeWitt	226	366
304147-000	The Leske Living Trust	Hawke Enterprises	4/20/2007	TX	DeWitt	226	368
304150-000	Granberry Partners,LTD	Hawke Enterprises	4/26/2007	TX	DeWitt	226	364
304148-000	Jack Wesley Wallis, Sheryl Katherine Wallis Winslow and Mary Sue Wallis	Hawke Enterprises	4/19/2007	TX	DeWitt	233	712
304221-000	Roy J. Lott, Cherly Parkinson and Fay Norton	Hawke Enterprises	4/27/2007	TX	DeWitt	236	450
304219-000	WILD, Johanna	Hawke Enterprises	5/3/2007	TX	DeWitt	226	372
304220-000	WILD, Jerome R.	Hawke Enterprises	5/3/2007	TX	DeWitt	236	417
304252-000	MILLER, Arthur	Hawke Enterprises	4/25/2007	TX	DeWitt	226	418
304226-000	WILMETH, Virginia	Hawke Enterprises	5/7/2007	TX	DeWitt	226	357
305932-001	PARKER, Clifford Dwayne ETUX	Hawke Enterprises	7/30/2007	TX	DeWitt	233	723
304246-000	PARKER, Clifford Dwayne ETUX	Hawke Enterprises	7/30/2007	TX	DeWitt	233	722
304234-000	GRAY, Paul V.	Hawke Enterprises	5/8/2007	TX	DeWitt	236	423
304318-000	JALUFKA, Cody	Hawke Enterprises	4/26/2007	TX	DeWitt	226	370
304262-001	KOENNING, Otto Lee	Hawke Enterprises	5/29/2007	TX	DeWitt	236	421

Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304262-002	DICKERSON, Margie Ann	Hawke Enterprises	5/29/2007	TX	DeWitt	236	419
304266-001	SEIDEL, Brad Edward	Hawke Enterprises	4/26/2007	TX	DeWitt	236	425
304266-002	CLAMPIT, Melissa Ann Seidel	Hawke Enterprises	5/26/2007	TX	DeWitt	226	412
304267-001	SEIDEL, Warren A.	Hawke Enterprises	4/26/2007	TX	DeWitt	226	416
304267-001	SEIDEL, Warren A.	Hawke Enterprises	4/26/2007	TX	DeWitt	243	899
304260-001	BORCHARDT, Rinehold	Hawke Enterprises	5/16/2007	TX	DeWitt	243	889
304531-000	BORCHARDT, Rinehold	Hawke Enterprises	5/16/2007	TX	DeWitt	243	841
304280-000	MUELLER, Darwin	Hawke Enterprises	5/11/2007	TX	DeWitt	236	374
304280-000	MUELLER, Judy	Hawke Enterprises	5/11/2007	TX	DeWitt	236	376
304280-000	MUELLER, Larry	Hawke Enterprises	5/11/2007	TX	DeWitt	236	378
304415-000	KLEIN, Michael ETUX	Hawke Enterprises	6/5/2007	TX	DeWitt	236	452
304581-000	DRABEK, Bennie ETUX	Hawke Enterprises	6/13/2007	TX	DeWitt	233	725
304583-000	RESPONDEK, Leon J. ETUX	Hawke Enterprises	6/15/2007	TX	DeWitt	233	729
304584-000	RESPONDEK, Leon J. ETUX	Hawke Enterprises	6/15/2007	TX	DeWitt	233	727
304585-000	WARZECHA, Francis	Hawke Enterprises	6/20/2007	TX	DeWitt	233	724
304589-000	SIEVERS, Steven L.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	721
304589-000	SIEVERS, Arlen D.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	766
304589-000	SIEVERS, L.C.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	720
304699-000	IBROM, Eugene	Hawke Enterprises	7/13/2007	TX	DeWitt	233	737
304707-000	IBROM, Daniel ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	739

Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304705-000	IBROM, Robert Lee	Hawke Enterprises	7/13/2007	TX	DeWitt	233	735
304703-000	KOLODZIEJCYK, Catherine ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	745
304702-000	IBROM, David	Hawke Enterprises	7/3/2007	TX	DeWitt	233	716
304701-000	BAKER, Hollis	Hawke Enterprises	7/11/2007	TX	DeWitt	233	743
304723-000	KOOPMAN, Marvin C.	Hawke Enterprises	7/17/2007	TX	DeWitt	233	754
304771-001	KULIK, Frank ETUX	Hawke Enterprises	7/20/2007	TX	DeWitt	233	733
304783-000	Evelyn Motl, Robert Motl, & Kenneth Motl	Hawke Enterprises	7/23/2007	TX	DeWitt	243	833
304865-000	VAN BEVEREN, Isabell Ann	Hawke Enterprises	7/27/2007	TX	DeWitt	233	752
304922-000	IBROM, David A. (separate property) Patricia Ibrom	Hawke Enterprises	7/31/2007	TX	DeWitt	236	405
304868-000	JENDRY, James	Hawke Enterprises	8/1/2007	TX	DeWitt	236	384
304871-001	GRUNDER, Michael R. ETUX	Hawke Enterprises	11/29/2007	TX	DeWitt	243	852
304889-001	CIELENCKI, Alton ETUX	Hawke Enterprises	8/2/2007	TX	DeWitt	236	407
304887-000	BIGGS, Elna	Hawke Enterprises	8/29/2007	TX	DeWitt	234	392
305603-000	BIGGS, Elna	Hawke Enterprises	8/29/2007	TX	DeWitt	234	394
304888-000	STUBBLEFIELD, Barbara J.	Hawke Enterprises	9/6/2007	TX	DeWitt	236	435
304886-000	STUBBLEFIELD, David A. ETUX	Hawke Enterprises	9/6/2007	TX	DeWitt	236	437
304885-000	WEIBYE, Carolyn S.	Hawke Enterprises	7/27/2007	TX	DeWitt	233	747
304929-000	VAN BEVEREN, Morris M. ETUX	Hawke Enterprises	7/27/2007	TX	DeWitt	233	718
304945-000	HAHN, Charles T. ETUX	Hawke Enterprises	8/7/2007	TX	DeWitt	236	411

## Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304950-00	Leon James Srubar, Jr., Christine Ann Srubar Kalinowski, Dennis Ray Srubar, Monica Sue Srubar Sauer, Ramona Lynne Srubar Sample	Hawke Enterprises	8/8/2007	TX	DeWitt	243	830
304949-000	IBROM, Eugene James	Hawke Enterprises	8/6/2007	TX	DeWitt	236	409
305787-001	Edwin Earl Gaida	Hawke Enterprises	11/1/2007	TX	DeWitt	243	893
305787-001	George Lowman	Hawke Enterprises	11/1/2007	TX	DeWitt	243	897
305787-001	Hedy Stakes	Hawke Enterprises	11/1/2007	TX	DeWitt	243	895
304951-001	THAMM, Rueben Wayne ETUX	Hawke Enterprises	8/16/2007	TX	DeWitt	236	402
304956-000	HAHN, Irene	Hawke Enterprises	8/7/2007	TX	DeWitt	236	447
304959-001	SCOTT, Steven ETUX	Hawke Enterprises	8/10/2007	TX	DeWitt	236	388
305236-000	PAWLIK JR., Raymond W.	Hawke Enterprises	9/5/2007	TX	DeWitt	236	380
305235-000	WATSON, Bobby G. aka Robert G. Watson ETUX	Hawke Enterprises	9/5/2007	TX	DeWitt	236	413
305228-000	PEREZ, Jose G. ETUX	Hawke Enterprises	9/1/2007	TX	DeWitt	236	445
305245-000	ROBINSON, Karen B.	Hawke Enterprises	9/24/2007	TX	DeWitt	243	819
305246-000	BAROS, David W.	Hawke Enterprises	9/24/2007	TX	Dewitt	243	820
305247-000	BAROS, Ella	Hawke Enterprises	9/24/2007	TX	DeWitt	243	824
305248-000	BAROS, Edwin A.	Hawke Enterprises	9/10/2007	TX	DeWitt	243	826
305261-001	BORCHARD, Richard H.	Hawke Enterprises	8/28/2007	TX	DeWitt	236	394
305262-001	BORCHARD, Ralph ETUX	Hawke Enterprises	8/28/2007	TX	DeWitt	236	443
305311-000	DAVIDSON, Cecil M. ETUX	Hawke Enterprises	9/13/2007	TX	DeWitt	236	429
305312-000	YANCEY, Quentin L. ETUX	Hawke Enterprises	10/5/2007	TX	DeWitt	243	808

## Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305314-000	CASTILLO, Martin Alvarez ETUX	Hawke Enterprises	11/20/2007	TX	DeWitt	243	867
305313-000	LOVEL Merelon ETUX	Hawke Enterprises	9/7/2007	TX	DeWitt	236	382
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305384-000	VAN BEVEREN, Isabell Ann	Hawke Enterprises	9/26/2007	TX	DeWitt	243	815
305533-000	HILBRICH, Kent Edward ETUX	Hawke Enterprises	11/16/2007	TX	DeWitt	243	865
305545-000	CHESNEY, LOIS B.	Hawke Enterprises	9/20/2007	TX	DeWitt	238	291
305598-000	ORTIZ, Amelia	Hawke Enterprises	10/17/2007	TX	DeWitt	243	832
305631-000	Estate of Carl H. Schlenker, Jr. deceased Harland Schlenker & Tommy Schlenker, Co-Independent Executors	Hawke Enterprises	10/26/2007	TX	DeWitt	243	879
305631-000	SCHLENKER, Harland	Hawke Enterprises	10/26/2007	TX	DeWitt	243	869
305635-000	SCHLENKER, Harland ETUX	Hawke Enterprises	10/26/2007	TX	DeWitt	243	871
305774-000	LAMB III, G.W. ETUX	Hawke Enterprises	11/1/2007	TX	DeWitt	243	856
305774-000	HILEMAN, Debbie Lynn	Hawke Enterprises	11/21/2007	TX	DeWitt	243	885
305774-000	HILBRICH, Melvin R. ETUX	Hawke Enterprises	10/19/2007	TX	DeWitt	243	839
305774-000	CHENEY, Richard A.	Hawke Enterprises	11/19/2007	TX	DeWitt	243	912
304709-000	IBROM, Patricia Gail	Hawke Enterprises	7/3/2007	TX	DeWitt	233	714
304711-000	STRAUBE, Melvin ETUX	Hawke Enterprises	7/11/2007	TX	DeWitt	233	750
304710-000	CRAIN, Shirley R.	Hawke Enterprises	7/11/2007	TX	DeWitt	233	758
304700-000	IBROM, Robert Lee ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	741

## Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304772-000	LEMKE, Warren ETUX	Hawke Enterprises	7/20/2007	TX	DeWitt	233	760
304842-000	STANCHOS, Alvin	Hawke Enterprises	7/27/2007	TX	DeWitt	233	756
304870-001	ERLER, David ETUX	Hawke Enterprises	8/1/2007	TX	DeWitt	233	762
304909-000	BURGE, Loretta Fay	Hawke Enterprises	8/2/2007	TX	DeWitt	236	396
304893-000	Marcellus W. Weischwill Residuary Trust	Hawke Enterprises	8/2/2007	TX	DeWitt	236	400
304911-000	STRAUBE, Scott	Hawke Enterprises	8/2/2007	TX	DeWitt	233	749
304944-000	THEDIN, Barbara	Hawke Enterprises	10/18/2007	TX	DeWitt	243	858
304958-000	KOEHLER, Kermit C. ETUX	Hawke Enterprises	9/5/2007	TX	DeWitt	236	386
304999-000	Patrick G. Crain, James K. Crain, III & Christopher M. Crain	Hawke Enterprises	9/10/2007	TX	DeWitt	236	439
305000-000	Troy H. Stuart, Randall Kurt Stuart & Craig Alan Stuart	Hawke Enterprises	8/10/2007	TX	DeWitt	236	398
305232-000	MUELLER, Phil E. ETUX	Hawke Enterprises	8/10/2007	TX	DeWitt	236	390
305234-000	KOOPMAN, William O. and Hilmer E. Koopman	Hawke Enterprises	9/4/2007	TX	DeWitt	243	827
305230-000	SHOCKLEY, Patricia Ann	Hawke Enterprises	8/8/2007	TX	DeWitt	236	449
305260-001	CONNORS, Elizabeth	Hawke Enterprises	8/30/2007	TX	DeWitt	236	433
305260-002	Catherine Clark Ralston aka Catherine Dhu Clark Cayce	Hawke Enterprises	8/30/2007	TX	DeWitt	236	431
305258-000	KOOPMAN, Hilmer E.	Hawke Enterprises	9/4/2007	TX	DeWitt	243	812
305309-000	BARRETT, Isabella Nelson	Hawke Enterprises	10/4/2007	TX	DeWitt	243	818
305331-000	STANCHOS, Marvin	Hawke Enterprises	9/6/2007	TX	DeWitt	243	811
305317-001	WRIGHT, David A. ETUX	Hawke Enterprises	9/10/2007	TX	DeWitt	236	441
305329-000	Ruth W. Raney 1996 Trust	Hawke Enterprises	10/18/2007	TX	DeWitt	243	863

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305374-000	HUGHES, Fred ETUX	Hawke Enterprises	9/26/2007	TX	DeWitt	243	829
305392-001/002	James Lincke and Marjorie Breeden	Hawke Enterprises	10/25/2007	TX	DeWitt	243	854
305393-001/002	James Lincke and Marjorie Breeden	Hawke Enterprises	10/25/2007	TX	DeWitt	243	850
305387-000	MCADAMS, Jerry ETUX	Hawke Enterprises	10/22/2007	TX	DeWitt	243	865
305467-000	QUINN, Douglas R. ETUX	Hawke Enterprises	10/15/2007	TX	DeWitt	243	881
305480-000	KOENIG, Karen Koopmann	Hawke Enterprises	10/22/2007	TX	DeWitt	243	875
305486-000	KOOPMANN, Lorene H.	Hawke Enterprises	10/22/2007	TX	DeWitt	243	876
305482-000	KOOPMAN, Ralph	Hawke Enterprises	10/22/2007	TX	DeWitt	243	874
305466-001	URBAN, David L.	Hawke Enterprises	9/26/2007	TX	DeWitt	243	810
305466-002	URBAN, Wayne D.	Hawke Enterprises	9/26/2007	TX	DeWitt	243	809
305471-001	SMITH, Joel P. ETUX	Hawke Enterprises	10/3/2007	TX	DeWitt	243	816
305469-001	JANSKY, Donald ETUX	Hawke Enterprises	9/1/2007	TX	DeWitt	243	804
305518-000	Sandra Hilbrich, Deanna Wolf, Lauren Jackson, Naomi Aldi	Hawke Enterprises	10/22/2007	TX	DeWitt	243	872
305529-000	BARGMANN, William George	Hawke Enterprises	10/10/2007	TX	DeWitt	243	814
305530-000	KLAEVEMANN, Elenora Stratmann	Hawke Enterprises	10/10/2007	TX	DeWitt	243	862
305534-001	KLAEVEMANN, Elenora Stratmann	Hawke Enterprises	10/10/2007	TX	DeWitt	243	891
305616-000	MARON, Michael Anthony	Hawke Enterprises	10/10/2007	TX	DeWitt	238	268
305639-000	Bill Schendel, Pat Schendel, Robert Schendel & Richard Schendel	Hawke Enterprises	10/15/2007	TX	DeWitt	243	903

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305640-000	Non-Exempt Schendel Family Trust	Hawke Enterprises	10/15/2007	TX	DeWitt	243	901
305641-000	Exempt Schendel Family Trust	Hawke Enterprises	10/15/2007	TX	DeWitt	243	906
305638-000	S&S Dairy	hawke Enterprises	10/15/2007	TX	DeWitt	243	908
305678-000	GUERRIERO, Jeanne E.	Hawke Enterprises	10/22/2007	TX	DeWitt	243	877
305939-000	MUMME, W.T., ETUX	Hawke Enterprises	11/1/2007	TX	DeWitt	243	886

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

END OF EXHIBIT "A"

After recording, please return to:  
 Hawke Enterprises  
 330 Rayford Road, Suite 196  
 Spring, Texas 77386

57508

Filed for Record  
 This, the 3rd day of March 20 08  
 at 3:35 o'clock P. M.  
 ELVA PETERSEN, COUNTY CLERK OF  
 DeWitt County, Texas  
*Janis Brando Deeter*  
 Deputy

Return: Hawke Enterprises

STATE OF TEXAS  
 COUNTY OF DEWITT

I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co. Texas.



Date MAR 03 2008  
 ELVA PETERSEN, COUNTY CLERK  
 BY *Janis Brando Deeter*  
 Vol. 250 Page 822-833



**Hawke Enterprises**  
 330 Rayford Road, Suite 196  
 Spring, TX 77386  
 (281) 292-1363

**PROSPERITY BANK**  
 WOODCREEK BANKING CENTER, 2828 FM 1960 E.  
 HOUSTON, TX 77073 (281) 443-7600  
 88-2265/1131

1421

10/30/2007

PAY TO THE ORDER OF Ruth W. Raney 1996 Trust

\$\*\*49,908.00

Forty-Nine Thousand Nine Hundred Eight Only\*\*\*\*\*

DOLLARS 

Ruth W. Raney 1996 Trust  
 Richard W. Raney, Jr., Trustee  
 13455 Marquette Avenue  
 Elm Grove, WI 53122  
 (Bonus Consideration)  
 166.36 acres, DeWitt County, TX/Burlington/Cuero-West

*Andree Newton* 

⑈001421⑈ 



(Paid up Lease)  
With 40/640 Acres Pooling Provision

**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.**

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

THIS AGREEMENT made this 16th day of April, 2008, between Lackey Land Limited, a limited partnership, acting herein through Hanging Tree Management, LLC, its general partner, acting through Page Saunders, its duly authorized representative, Lessor (whether one or more), whose address is: 9357 State Highway 119 N, Yorktown, Texas 78164, and HAWKE ENTERPRISES, whose address is: 330 Rayford Road, Suite 196, Spring, Texas 77386, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core, test, gravity, and magnetic methods, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over, and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in DeWitt County, Texas, to-wit:

**TRACT 1:** 990.857 acres of land, more or less, being out of that certain 1000.6 acres of land, more or less in the E. J. Blair Survey, Abstract No. 83, the T. J. Kilgore Survey, Abstract No. 291, the Stapleton Townsend Survey, Abstract No. 461, the Indianola Railroad Survey, No. 39, Abstract No. 257, and the Indianola Railroad Survey, No. 41, Abstract No. 258 and being more particularly described in that certain Deed dated August 20, 1902, executed by and between Sophia D. Weldon, as Grantor, to Mrs. M. C. Blake, as Grantee, and recorded in Volume 53, at Page 175, of the Deed Records of DeWitt County, Texas; LESS AND EXCEPT: 9.743 acres of land, more or less in the Indianola Railroad Survey, No. 39, Abstract No. 257, and being more particularly described in that certain Deed dated February 18, 1939, from D. B. Blake, Jr., F. J. Blake, R. E. Blake, J. V. Blake, V. W. Blake, Mrs. Kate B. Hodgson, Mary W. Pearce, accompanied by her husband, Rufus B. Pearce, and Sophie B. Cotner, accompanied by her husband, Robert A. Cotner, being the heirs at law and all the heirs at law of Mrs. Mollie C. Blake and Dr. D. B. Blake, both deceased, as Grantors, to the State of Texas, as Grantee, and recorded in Volume 119, Page 307 of the Deed Records of DeWitt County, Texas.

**TRACT 2:** 9.743 acres of land, more or less in the Indianola Railroad Survey, No. 39, Abstract No. 257 and being more particularly described that certain Deed dated February 18, 1939 from D. B. Blake, Jr., F. J. Blake, R. E. Blake, J. V. Blake, V. W. Blake, Mrs. Kate B. Hodgson, Mary W. Pearce, accompanied by her husband, Rufus B. Pearce, and Sophie B. Cotner, accompanied by her husband, Robert A. Cotner, being the heirs at law and all the heirs at law of Mrs. Mollie C. Blake and Dr. D. B. Blake, both deceased, as Grantors, to the State of Texas, as Grantee, and recorded in Volume 119, Page 307 of the Deed Records of DeWitt County, Texas.

~~This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys although not included within the boundaries of the land particularly described above.~~

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein.

3.1 The royalties to be paid by Lessee are:

(a) on oil, 1/5th of the production produced and saved from said land, the same to be delivered, free of all costs and expenses to the Lessor into the pipeline, or other receptacle to which the Lessee may connect its wells or the market value thereof, at the option of the Lessor, such value to be determined by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively of a like type and gravity for the field where produced and when run, or (2) the gross proceeds of the sale thereof, whichever is greater.

(b) on gas, including casinghead gas or other gaseous substance, produced from said land, 1/5th of the greater of (1) the market value at the wellhead of such gas, paid to Lessor free of all costs and expenses, or (2) the gross proceeds realized from the sale of such gas, free of all costs and expenses, to the first non-affiliated third party purchaser under a bona fide arms length sale or contract. "Gross proceeds" (for royalty payment purposes) shall mean the total monies and other consideration accruing to or paid the Lessee or received by Lessee for disposition or sale of all unprocessed gas proceeds, residue gas, gas plant products or other products. Gross proceeds shall include, but is not limited to advance payments, take-or-pay payments (whether paid pursuant to contract, in settlement or received by judgment) reimbursement for production or severance taxes and any and all other reimbursements or payments

(c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be \$3.00 per long ton. Lessee shall have free use of oil, gas, coal and water from said

land, except water from Lessor's wells, creeks and watering places for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

3.2 If any disposition, contract or sale of oil or gas shall include any reduction or charge for the expenses or costs of production, treatment, transportation, manufacturing, process or marketing of the oil or gas, then such deduction, expense or cost shall be added to the market value or gross proceeds so that Lessor's royalty shall never be chargeable directly or indirectly with any costs or expenses other than its pro rata share of severance or production taxes.

3.3 While there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty to the credit of the owner or owners of royalty hereunder in to Lessor at address set out above at \_\_\_\_\_, Texas, (which bank and its successors are the royalty owner or owner's agent, and shall continue as depository for all such sums which Lessee may pay hereunder, regardless of changes in ownership of royalties) on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals, the sum **\$25.00 per mineral acre**, and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the rules or regulations of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Such pooling shall be into a unit or units not exceeding forty (40) acres plus an acreage tolerance of ten percent (10%) thereof for oil, and units not exceeding six hundred forty (640) acres each plus an acreage tolerance of ten percent (10%) thereof for gas, provided that, should governmental authority having jurisdiction prescribe or permit the creation of any drilling, spacing or proration units larger than those specified above, such units may be created or enlarged to conform in size to the drilling or spacing units so prescribed or permitted or to the proration units as may be authorized for obtaining the maximum allowable production from one well. Lessee may pool the acreage or interests above described, or any portion thereof, as above provided, as to oil or gas in any one or more zones, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other zone, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall 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. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable 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. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty 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 as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall **remain in force only** if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit

designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or within six months after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Thereafter same become the property of Lessor. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no operations shall be conducted within 500 feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but 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; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to all of Lessor's interest in said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

SEE ADDENDUM, PARAGRAPHS A THROUGH AA, ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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

Lackey Land Limited, LLC

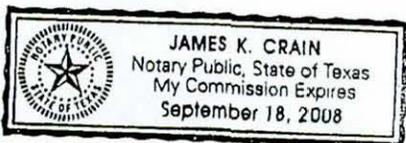
By: Hanging Tree Management, LLC, General Partner

By: *Page Saunders*  
Page Saunders, Representative

STATE OF TEXAS §

COUNTY OF DeWitt §

This instrument was acknowledged before me on this 23 day of April, 2008, by Page Saunders, representative of Hanging Tree Management, LLC, General Partner of Lackey Land Limited, LLC, a limited partnership, on behalf of said partnership.



*James K. Crain*  
Notary Public, State of Texas

#### ADDENDUM

THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL AND GOVERN OVER ANYTHING HEREIN ABOVE PROVIDED WHICH MAY BE IN CONFLICT HEREWITH.

A. PUGH CLAUSE: Notwithstanding anything to the contrary herein contained, drilling operations on or production from a pooled unit or units established under the provision of Paragraph 4 or Paragraph X hereof, embracing land covered hereby and other land, shall maintain this lease in force only as to land included in such unit or units. The lease may be maintained in force as to the remainder of the land in any manner herein provided for.

B. INGRESS & EGRESS: In the event any of the acreage covered by this lease is released by operation of the terms of Paragraphs A or H hereof, Lessee shall have the right of ingress and egress for production purposes across the released acreage to the acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage.

C. LAND USE: (REFERENCE HEREIN TO LESSOR ALSO REFERS TO SURFACE OWNER)

(a) Should Lessor or tenants on the leased premises suffer loss of, or damage to, crops, trees, turf, livestock, water wells, fences, roads, other personal property, buildings or other improvements, as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor or such tenants the actual amount of their said loss or damage. It is expressly understood and provided that the damages provided to be paid under the terms of this lease shall be payable within 60 days after written notice by Lessor to Lessee of the accrual of such damages and if such damages are not paid within 60 days from the receipt of any such notice then such damages shall bear interest at the rate of 10% per annum from the date of accrual of such damages.

(b) Within a reasonable time after Lessee's need therefor shall have ceased, Lessee shall fill all pits and other excavations made by Lessee upon the leased premises, level off all mounds made by Lessee upon the lease premises, and remove all debris and rubbish placed by Lessee upon the leased premises and restore the surface to its original pre-drilling condition as nearly as possible. Lessee shall erect and maintain around all open pits a fence capable of turning livestock. To protect Lessor's livestock, Lessee and those conducting surface and/or seismic operations on the lease premises must not allow trash, debris, or refuse from such operation to exist on the ground, including, but not limited to, flagging material, wire, plastics, chemical residue, or other foreign objects or materials that would endanger or injure livestock. Upon cessation of use thereof by Lessee, it will notify Lessor of such cessation and at the option of the Lessor will leave on the premises as part of the property of Lessor all cattle guards, water wells, bridges and roads placed thereon by Lessee, its successors or assigns. If requested by Lessor, Lessee must place all road and pad gravel in piles on the lease at locations designated by Lessor. A cattle guard with lock-bar shall be placed at the entrance onto the lease premises through which the Lessee will have access to the premises with regard to any well being drilled on the lease premises or land pooled therewith. Said lock-bar shall be kept closed and locked at all times except during times of entrance by Lessee, its agents and parties operating under the Lessee. Lessee agrees to maintain all roads and paths upon which it travels in a condition which is as good as or better than the condition of such road or pathway prior to lessee's entry upon the above-described tract. The location of any road installed by Lessee must be along a route requested by Lessor, however, Lessor must not make an unreasonable request. Any roads installed by Lessee and the drill site must be made up of at least six inches (6") of compacted gravel which gravel shall be composed of stones not in excess of two inches (2") in diameter. Adequate and ample drainage shall be provided on the roads and drill site to avoid standing water. Lessee must install a sixteen foot (16') galvanized tube gate in each of Lessor's fences through which it must pass during its operations.

(c) None of Lessor's fresh water may be used for secondary recovery methods of oil or gas production. Lessee is expressly given no right to dispose of any waste oil or salt water on or over the leased premises or land pooled therewith. All oil-based drilling mud, cuttings, and deleterious substances from the well or brought onto the premises by Lessee are to be hauled off the leased premises by Lessee. Lessee agrees that any oil based mud, drilling compound containing a hydrocarbon base or any material which is harmful to the soil used in Lessee's operations on said land will be placed in a portable steel storage container during drilling operations on said land, and Lessee shall remove all such muds, compounds, materials and storage containers from the land and dispose of it off the leased premises. Any water based drilling mud not containing any of said deleterious substances shall be spread, disced, and leveled by the Lessee near the location where the mud was used as directed by Lessor. The topsoil of the drill site must be removed before installing the drill site. After completion of its use by Lessee, all topsoil that has been removed must be returned to the original location and spread over the area, disced in, and appropriate grasses planted and re-sprigged according to the Lessor's requirements. The well equipment and location shall be kept as clean as possible at all times, and roads used by Lessee should be kept in good state of repair. Lessor reserves the right to inspect and check for accuracy all meters through which Lessor's royalty may be marketed.

(d) It is here agreed that Lessee will pay the Lessor for each surface acre used by the Lessee in its operations, whether it be for the drill site, pits, production facilities or roads, \$1,500.00 per acre as agreed surface damage, in addition to paying those amounts set forth with regard to oak trees and pipelines set out below. Lessee must pay the Lessor \$1.00 per foot in length for a sixty-foot (60') wide pipeline right-of-way for installing pipelines necessary for production of any well on the lease premises, which right-of-way shall reduce to a thirty-foot (30') right-of-way after construction and installation of the pipeline. Lessee must pay Lessor \$750.00 as a liquidated damage amount for any oak tree damaged or destroyed by Lessee which tree has a trunk diameter over twelve inches (12") when measured twenty-four inches (24") from ground level, to be increased \$100.00 per inch for each inch over 12 inches. Prior to commencing surface operations pertaining to any well to be drilled on the premises, Lessee shall pay Surface Owner all surface damages anticipated from such surface operations. Thereafter, if actual surface damages exceed the amount paid by Lessee to the surface owner, then Lessee shall pay all additional surface damages immediately.

(e) Notwithstanding the general terms of grant contained in this lease, the Lessee is not given the right to erect or maintain refining facilities, or any other extraction or treating facilities on the lease premises unless directly related to the production, treatment, and recovery of oil, gas, sulphur, and other leased minerals from this lease or from land pooled therewith, and such facilities, if any, shall be only those reasonably necessary for production, treatment and recovery of such leased substances from this lease and land pooled therewith.

(f) Upon termination of this lease, Lessee agrees, binds and obligates itself to plug in accordance with the Rules and Regulations of the Railroad Commission of Texas any well drilled by Lessee. In the event Lessee shall fail to plug such well in accordance with the foregoing provisions, then Lessor shall have the right to do so at Lessee's expense and shall be entitled to recover from Lessee all

expenses incurred in the plugging of any such well, together with a reasonable attorney's fee and venue for such action shall be in DeWitt County, Texas.

D. SHUT-IN LIMIT: It is expressly agreed and provided that this lease cannot be held, maintained, nor extended under and by virtue of the shut-in gas well provision of this lease for a longer term beyond the primary term than **two (2) consecutive years** immediately thereafter, or for shorter terms at various intervals not to exceed in the aggregate **two (2) years in all**.

E. MINERAL LIMITATION: It is expressly understood and provided that this lease covers oil and gas and liquid hydrocarbons, along with the products and by-products thereof, but this lease does not cover uranium, fissionable materials or any other minerals of any type, here making particular mention of water, the Lessee herein being given no right to explore for, nor develop any part of the land for production of water therefrom except with regard to producing water to be used solely with regard to Lessee's oil and gas drilling operations. Notwithstanding anything to the contrary in this lease contained, Lessee shall at all times protect the herein leased land from drainage of oil and gas from wells on adjoining lands.

F. POOLING LIMITATIONS:

(a) In the event Lessee exercises its option to pool as authorized by the terms and provisions of Paragraph 4 herein, the right to pool for gas including condensate and distillate, is hereby limited to 160 acres plus 10% tolerance as to all horizons from the surface of the ground to a depth of 5,000 feet below the surface of the ground and to 320 acres plus 10% tolerance as to all horizons from 5,000 feet below the surface of the ground to a depth of 9,000 feet below the surface of the ground, it being understood that Lessee shall have the right to pool or unitize the lands covered hereby for gas including condensate or distillate as to all depths below 9,000 feet below the surface of the ground in accordance with the terms and provisions set forth in said Paragraph 4 above. If Lessee exercises its right to pool a gas well located on the Lessor's land, it must place into the pool at least 50% of Lessor's land originally leased and described herein, unless the said land originally leased herein does not exceed 150 acres in such case all of the land must be included in said gas pool.

(b) Lessee acquires no rights or power to pool any of the above described land for oil, it being understood and agreed that pooling provisions as provided for herein are limited to gas and/or gas distillate only.

G. RELEASES: Lessee must furnish to Lessor within 60 days after the termination of this lease with regard to any part of the herein leased premises from any cause a duly executed and acknowledged instrument releasing or evidencing the termination of the lease as to that part of the land upon which the lease has terminated. Lessee agrees to pay Lessor \$10.00 per day as liquidated damages in DeWitt County, Texas, for Lessee's failure to furnish said release within the time provided. If the Lessee does so fail, such damages per day ARE to begin accruing on the 61<sup>st</sup> day after such termination. Said amount is agreed to be a reasonable amount to offset actual damages which are difficult to determine. Said liquidated damage amount is limited to a maximum amount of \$1,000.00.

H. NON-POOLED PUGH CLAUSE: Lessee must within 90 days after the completion of any well on the leased premises which is not pooled under the provisions of Paragraph 4 or Paragraph X hereof designate in writing and place of record with the County Clerk of DeWitt County and Gonzales County, Texas, a description of that part of the leased premises which shall be allotted to such well for production purposes, no more than 40 acres plus 10% tolerance to be allotted in and around each well classified as an oil well by the Railroad Commission of Texas if completed at a depth of 9,000 feet or less below the surface nor more than 80 acres plus 10% tolerance to such oil well if completed at a depth of more than 9,000 feet below the surface, and no more than 160 acres plus 10% tolerance to be allotted in and around each well classified as a gas well by the Railroad Commission of Texas if completed at a depth of 5,000 feet or less below the surface of the ground, nor more than 320 acres plus 10% tolerance if completed at a depth of more than 5,000 feet below the surface of the ground but less than 9,000 feet below the surface nor more than 640 acres plus 10% tolerance to such gas well if completed at a depth of 9,000 feet or more below the surface. Production or operations on said allotted area by the Lessee shall maintain this lease in effect only with regard to the land within the described area. This lease shall terminate at the end of the primary term as to such part or parts of the leased land lying outside the allotted area unless this lease is perpetuated as to such land outside the allotted area by operations conducted thereon or by production of oil or gas or any such operations and such production in accordance with the provisions hereof.

I. PAYMENT LOCATION: All royalties, surface damages, and other payments due under this lease shall be payable in DeWitt County, Texas, unless otherwise herein provided.

J. MINIMUM ROYALTY: If the royalties to be paid under this lease during 12-month periods as described below are less than the sum of \$25.00 per acre then leased ("minimum royalty"), and Lessor sends Lessee notice in writing of same, then this lease will terminate at the end of 90 days after Lessee receives written notice from Lessor, unless the Lessee pays to the royalty holders a sum of money equal to the difference between said minimum royalty per acre and the total of all royalty monies on production so paid during the applicable 12-month period. Said 12-month periods are the initial period beginning with the date of first production from the lease premises and each successive 12-month period thereafter. The payments set out in this paragraph do not relieve Lessee of the requirement of production in paying quantities to maintain this lease. Notice as to this paragraph will be deemed to be given when it is deposited in the mail, certified, return receipt requested. Notwithstanding anything contained herein to the contrary, all notices required of Lessor to Lessee under this paragraph shall be sent certified, return receipt requested, to the following address:  
Attn: Land Manager, ConocoPhillips Company, 600 North Dairy Ashford Street, Houston, Texas 77079-1100,  
or to such other address as Lessee, its successors and assigns shall hereafter provide Lessor.

K. INFORMATION PARAGRAPH: Lessor or his agent shall have access to any well being drilled on the premises but must not interfere with Lessee's operations. At Lessor's request, Lessee must furnish Lessor or his agent with copies of logs, electrical well formation surveys and analyses of formation samples used by Lessee with regard to any well on the premises within 30 days after well completion or request, whichever is later. Lessee must furnish Lessor on request copies of sale contract concerning oil, gas, and other minerals from any well on the land. All of the above are to be furnished Lessor at his address set out above. Lessor agrees to keep all information confidential for a period of twenty four (24) months from receipt, unless said information is necessary for a lawsuit.

L. ROYALTY PRODUCTION: Payments of royalty under the terms of this lease shall never bear or be charged with, either directly or indirectly, any part of the costs or expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating, post-production expenses, marketing or otherwise making the oil or gas ready for sale or use, nor any costs of

construction, operation or depreciation of any plant or other facilities for processing or treating said oil or gas. Anything to the contrary herein notwithstanding, it is expressly provided that the terms of this paragraph shall be controlling over the provisions of Paragraph 3.1(a), 3.1(b) and 3.3 of this lease to the contrary and this paragraph shall not be treated as surplusage despite the holding in the cases styled "Heritage Resources, Inc., v. Nationsbank, 939 S.W. 2d 118 (Tex. 1996) and "Judice v. Mewbourne Oil Co., 939 S.W. 2d 135-36 (Tex. 1996).

M. DEEP RIGHTS: At the end of the primary term hereof or the expiration of any extension or renewal of the primary term, whichever occurs later, this lease shall automatically expire as to all depths lying deeper than 100 feet below the deepest oil or gas strata found to be capable of producing in paying or commercial quantities during the term of this lease. Provided however, if Lessee is then engaged in drilling or reworking operations on the leased premises or lands pooled therewith, this lease shall remain in full force as to all depths so long as such drilling or reworking operations are prosecuted with no cessation of more than sixty (60) consecutive days.

N. ROYALTY PAYMENT DUE DATE: All royalty payments on actual production are due and payable within 60 days after the end of the month in which the production occurred. In the event Lessee becomes delinquent in such payment, the Lessor must notify the Lessee of the default and if Lessee does not pay the delinquent amount within 15 days after Lessor has sent such notice of the delinquency to Lessee by certified mail at its address set out above, Lessee must pay interest on the delinquent royalty amount and on all other royalties subsequently becoming delinquent until all delinquent payments have been paid, the interest rate to be 12% per year and computed as to each of the delinquent amounts beginning with the date each becomes due. Lessee's obligations to pay royalties under this lease shall be secured by a first lien under the provisions of Section 9.319 of the Texas Business and Commerce Code extending to all of Lessor's royalty share of all oil and gas production and the proceeds of such share of the production from the premises. Lessee's sale of the royalty oil and gas shall not extinguish this lien, which lien is thereby impressed on the monies received for the royalty oil and gas. In the event of Lessee's bankruptcy, Lessor shall possess a lien on all proceeds from the sale of the royalty oil and gas.

O. REPORTS: In the event of production of oil, gas, and other liquid hydrocarbons from the leased premises or land pooled therewith, the Lessee must deliver to the Lessor herein after Lessor's written request copies of all monthly oil and gas production reports required to be filed with the Texas Railroad Commission concerning the well or wells on the leased premises or land pooled therewith, such delivery to be at the same time as the filing time therefor required by said Commission.

P. NOTIFICATION: The Lessee must notify Lessor not less than 48 hours prior to any entrance on the leased premises, of the date it will enter the land, including in such notice the purpose of the entry and, if applicable, the specific location of any well to be drilled on the leased premises. This will not apply, however, to normal well inspection operations (gaugers, etc.)

Q. DEFINITIONS USED IN THIS LEASE:

(1) The terms "drilling operations" or "operations for drilling" shall mean that the drilling rig is in position with the bit on the ground and rotating.

(2) A well is "completed" under the provisions of this lease (1) five days after the well reaches total depth and no attempt is made to complete the well as a producer of oil and/or gas by running of production casing, or (2) thirty days after the date production casing is cemented in the well (as reflected by the cementing affidavit required to be filed with the Railroad Commission of Texas) in the event an attempt is made to complete the well as a producer of oil and/or gas. Any later work done on the well will be deemed to be reworking operations.

(3) A well is deemed "abandoned" at the earlier of (a) when permanently plugged, or (b) when temporarily plugged by installation of a dry-hole tree or by welding a steel plate at the top of the casing.

R. Taken Out(Negligent Loss)

S. POLLUTION AND CONTAMINATION:

(1) It is agreed and understood between the Lessor and the Lessee that the Lessee will in its operations on the leased premises comply with all Federal and State laws, rules and regulations with regard to the avoidance of pollution and contamination, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource, Conservation and Recovery Act ("RCRA"), The Texas Health and Safety Code, Rules and Regulations of any State or Federal administrative agency and all amendments thereto as and when they become effective.

(2) Lessee assumes all responsibility to protect, defend, indemnify, and save Lessor harmless from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly from any and all pollution or contamination which may occur during the conduct of operation hereunder whether above the land surface or below, including, but not limited to, those which result from spills of materials and/or garbage, or which may result from fire, blowout, cratering, seepage, or flow of oil, gas, water or other substance, as well as from the use or disposition of oils, fluids, contaminated cuttings, lost circulation and fish recovery materials and fluid.

(3) Lessee must control and remove all polluting or contaminating substances it brings or causes to be brought on the land. If a third party performing work for the Lessee commits an act or omission which results in such pollution or contamination or failure to comply with the aforementioned laws governing same, the Lessee shall be responsible therefor to the Lessor under this paragraph.

(4) This is an ongoing obligation on the part of the Lessee which survives the termination of the lease unless the Lessee furnishes to the Lessor at Lessee's expense an Environmental Audit at the termination of the lease showing that there is no pollution or contamination from Lessee's operations under this lease then in existence on the leased land or land pooled therewith. Said audit shall be conducted by a person agreed upon by Lessor and Lessee who is qualified to conduct such audit.

(5) Lessee must immediately notify Lessor upon learning or suspecting that any environmental contamination or pollution has occurred on the lease premises.

(6) Lessee must maintain in effect at all times during its operations under this lease a liability insurance policy in amount of not less than \$1,000,000.00 protecting Lessor against all claims arising by virtue of the Lessee's failure to comply with the provisions of this Paragraph S, and must furnish Lessor prior to beginning such operations with proof of the existence of such policy.

T. INDEMNIFICATION: Lessee agrees to indemnify, hold harmless and defend Lessor at Lessee's cost against all claims for damages to person or property arising out of or connected with Lessee's operations on or occupancy of the leased premises. Lessee will comply with all environmental protection and pollution laws.

U. DIVISION ORDER: Neither the Lessee nor any other party disbursing oil or gas royalty as provided under this lease or through agreement of the third party with the Lessee may require Lessor to execute a division order as a requisite for the Lessor being paid royalties with the exception that a division order that provides only a stipulation of the Lessor's royalty interest may be required of the Lessor.

V. RATIFICATION: Prior to exercising its right to pool or unitize any part of the lease premises, Lessee must obtain ratification of this lease by all holders of outstanding royalty, if any, thereby protecting Lessor from claims of such royalty holders. Lessee must bear any excess royalty occasioned by Lessee's failure to obtain such ratification.

W. 3-D SEISMIC OPERATIONS: No authority is herein granted to Lessee to conduct seismic operations using 3-D method unless Lessee pays the surface owner prior to beginning of such operations \$25.00 per acre for the entire land above described. After completion of such operations, Lessee must restore the land to its original condition just prior to such operations and must pay the surface owner and any tenants the actual amount of damages arising from such operations.

X. HORIZONTAL DRILLING: In the event a well is drilled in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length ("horizontal completion well"), pooling shall be on a surface acreage basis (defined below) to include the length of the horizontal drainhole beginning at a point where the horizontal drainhole penetrates the correlative interval and extending to the terminus of such horizontal drainhole. For the purpose of this provision, "terminus", "horizontal drainhole" and "correlative interval" shall be defined in accordance with the Rules and Regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The diagonal of said units shall comply with the Rules and Regulations of said Authority, including but not limited to, Statewide Rule 86. "Surface acreage basis" means the production on which the Lessor's royalty is calculated shall be that portion of total unit production which the surface acreage covered by this lease and included in the unit bears to the total surface acreage in the unit. The size of the unit for a horizontal completion well with a drill site located on the above described property or in which the above described property is pooled where the drill site is located off the leased premises shall not exceed the unit size permitted by the Railroad Commission of Texas. In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, as to any horizontally completed well, Lessee shall have ninety (90) days from initial completion in which to amend such written designation of unit to increase or decrease the acreage, include or exclude specific leases or tracts as well as redefine the vertical limits of the productive zone in order to conform to the well spacing or density prescribed by the Railroad Commission of Texas. If such unit is filed and amended within such period of time, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent 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 under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date of any unit formed for horizontal drainhole wells under this paragraph or any revision thereof shall be the date set forth as the effective date by lessee in the written declaration that is filed of record for such unit or revision thereof.

Y. ASSIGNMENT: Lessee must advise Lessor of the names and addresses of each assignee or transferee of all or any part of the lease premises or rights hereunder within thirty (30) days after the execution of such assignment.

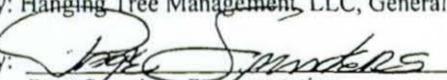
Z. EXTENSION: The Lessor herein grants to the Lessee the option to extend the primary term of this lease for an additional two (2) years beginning April 16, 2011, provided however for said extension to take effect, the Lessee must deliver to the Lessor on or prior to April 16, 2011, a cash amount of \$200.00 per net mineral acre. If said amount is not delivered to the Lessor within the time provided, this option shall automatically terminate. Should the extension option be exercised as herein provided, it shall be considered for all purposes as though this Lease originally provided for a primary term of five (5) years.

AA. HEADINGS: The paragraph and section headings appearing in this agreement are for convenience of reference only and are not intended, to any extent or purpose, to limit or define the text of any paragraph.

SIGNED FOR IDENTIFICATION:

Lackey Land Limited, LLC

By: ~~Hanging Tree Management~~, LLC, General Partner

By:   
Page Saunders, Representative

MEMORANDUM OF OIL AND GAS LEASE

307565-000

STATE OF TEXAS §
COUNTY OF DE WITT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THAT on the 16th day of April, 2008, Lackey Land Limited, a limited partnership, acting herein through Hanging Tree Management, LLC, its general partner, acting through Page Saunders, its duly authorized representative, whose address is, 9357 State Highway 119 N, Yorktown, Texas 78164, hereinafter called "LESSOR", did enter into and deliver unto HAWKE ENTERPRISES whose address is 330 Rayford Road, Suite 196, Spring, Texas 77386, hereinafter called "LESSEE", that certain Oil and Gas Lease, covering 1,000.6 acres of land, more or less, in DeWitt County, Texas, said lands being more fully described as follows, to wit:

TRACT 1: 990.857 acres of land, more or less, being out of that certain 1000.6 acres of land, more or less in the E. J. Blair Survey, Abstract No. 83, the T. J. Kilgore Survey, Abstract No. 291, the Stapleton Townsend Survey, Abstract No. 461, the Indianola Railroad Survey, No. 39, Abstract No. 257, and the Indianola Railroad Survey, No. 41, Abstract No. 258 and being more particularly described in that certain Deed dated August 20, 1902, executed by and between Sophia D. Weldon, as Grantor, to Mrs. M. C. Blake, as Grantee, and recorded in Volume 53, at Page 175, of the Deed Records of DeWitt County, Texas; LESS AND EXCEPT: 9.743 acres of land, more or less in the Indianola Railroad Survey, No. 39, Abstract No. 257, and being more particularly described in that certain Deed dated February 18, 1939, from D. B. Blake, Jr., F. J. Blake, R. E. Blake, J. V. Blake, V. W. Blake, Mrs. Kate B. Hodgson, Mary W. Pearce, accompanied by her husband, Rufus B. Pearce, and Sophie B. Cotner, accompanied by her husband, Robert A. Cotner, being the heirs at law and all the heirs at law of Mrs. Mollie C. Blake and Dr. D. B. Blake, both deceased, as Grantors, to the State of Texas, as Grantee, and recorded in Volume 119, Page 307 of the Deed Records of DeWitt County, Texas.

TRACT 2: 9.743 acres of land, more or less in the Indianola Railroad Survey, No. 39, Abstract No. 257 and being more particularly described that certain Deed dated February 18, 1939 from D. B. Blake, Jr., F. J. Blake, R. E. Blake, J. V. Blake, V. W. Blake, Mrs. Kate B. Hodgson, Mary W. Pearce, accompanied by her husband, Rufus B. Pearce, and Sophie B. Cotner, accompanied by her husband, Robert A. Cotner, being the heirs at law and all the heirs at law of Mrs. Mollie C. Blake and Dr. D. B. Blake, both deceased, as Grantors, to the State of Texas, as Grantee, and recorded in Volume 119, Page 307 of the Deed Records of DeWitt County, Texas.

The abovementioned Oil and Gas Lease provides for a three (3) year primary term from April 16, 2008 (unless extended pursuant to the terms therein) and contains an option to extend the primary term for an additional two (2) years, and is subject to all other terms and provisions set forth in said Oil and Gas Lease. A copy of said Oil and Gas Lease is in the possession of Lessor and Lessee, named herein.

This Memorandum may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Memorandum. Should less than all the named Lessors execute this Memorandum, this Memorandum and its respective Oil and Gas Lease shall be binding on those who are signatories.

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

Lackey Land Limited, LLC

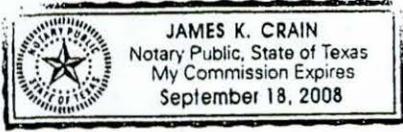
By: Hanging Tree Management, LLC, General Partner

By: [Signature]
Page Saunders, Representative

STATE OF TEXAS §

COUNTY OF DeWitt §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of April, 2008, by Page Saunders, representative of Hanging Tree Management, LLC, General Partner of Lackey Land Limited, LLC, a limited partnership, on behalf of said partnership.



*James K. Crain*  
Notary Public, State of Texas

58913

**Filed for Record**  
This, the 19<sup>th</sup> day of May 20 08  
at 2:45 o'clock P. M.  
ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas  
*Sam Brandstetter*  
Deputy

STATE OF TEXAS  
COUNTY OF DEWITT  
I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co. Texas.  
Date MAY 19 2008  
ELVA PETERSEN, COUNTY CLERK  
BY *Sam Brandstetter*  
Vol. 258 Page 398-399

\* After recording return to:

Hawke Enterprises  
330 Rayford Road, Suite 196  
Spring, Texas 77386

# LEASE TRANSMITTAL SHEET



DATE: August 26 2008  
 COUNTY: DeWitt STATE: Texas  
 PROSPECT NAME: Cote D'or-Cuero West (AA50069)  
 LEASE NO. 307565-000 SUFFIX  
 BUSINESS UNIT: Expl & Bus. Dev. Land  
 PROSPECT NO. QUIET DEAL?

Lessor: Lackey Land Limited  
 9357 State Highway 119 N  
 Yorktown, Texas 78164  
 Lessee: Hawke Enterprises  
 330 Rayford Road, Suite 196  
 Spring, Texas 77386  
 Federal/State/Indian Serial #:   
 Lease Date: April 16 2008  
 Effective Date: April 16 2008  
 Rental Due Date:   
 Expiration Date: April 16 2011  
 Lease Status: Non-Producing  
 Recording Data: Book Page Journal/Inst. #  
 Bonus Amount: \$250,150.00 (1000.6 acres @ \$250.00 per nma)  
 Draft/Check #:   
 Renewal  Extension of Lease No.  Additional Interest to Lease No:

**Ownership:**

Gross Acres	Lessor Mineral Interest	Lessor Net Acres	Overlap Acres	COPC Net Acres	Chargeable Acres
1000.6	100%	1000.6		1000.6000000	

Working Interest  
 ConocoPhillips Company: 100  
 Partner Name:   
 Partner Name:   
 Partner Name:   
 Lease Payments to be made by:

NOTES: Include all contract numbers for cross reference, special/unusual obligations, information that exceeds any of the sections above, etc.  
 Lessors' Phone Number 361-564-2976. Lease Prepared by Crain and Sheppard, 106 S. Gonzales, Cuero, Texas 77954. (361) 275-5111.

Original Copy of Draft  Fully executed W-9

Original Lease  
 Copy of Lease  
 Lessor's address and SSNTIN, if not on lease:  
 Lackey Land LTD.   
 Recording Instructions  
 Region will record. Lease sent for recording on:  
 Recording Remarks: Memorandum filed for record under Vol. 258, page 398, Official Public Records, DeWitt County, Texas

Original Assignment  
 Copy of Assignment  
 Recording Instructions  
 Region will record. Assignment sent for recording on:

Plat (leased acreage depicted in yellow)  
 Reference Deed (if used in description)  
 RDO  
 Ownership Report  
 Instruments to be transmitted at later date? When?  
 Instruments filed for approval with governmental agency?  
 REMARKS  
 RPA to file?

Prepared By: Jessica Dees Date: August 26 2008

Lease Entry	Loaded	Verified	Mapping
RPA Routing: 10-21-08 SIV	rdk 10-24-08		
(Initials)	(Initials)	(Initials)	(Initials)

11-24-08

REAL PROPERTY ADMIN

519029 OCT 10 8

ASSIGNMENT

STATE OF TEXAS                   §  
   §     KNOW ALL MEN BY THESE PRESENTS, THAT:  
 COUNTY OF DE WITT           §

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, HAWKE ENTERPRISES, whose address is 5959 West Loop South, Suite 202, Bellaire, Texas 77401 (hereinafter referred to as "Assignor"), has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto BURLINGTON RESOURCES OIL & GAS COMPANY LP, whose mailing address is 600 N. Dairy Ashford Drive, Houston, Texas 77079 (hereinafter referred to as "Assignee"), subject to the covenants and conditions hereinafter contained, all of Assignor's right, title and interest in and to those certain oil, gas and mineral leases covering land situated in DeWitt County, Texas, more particularly described in Exhibits "A" attached hereto and incorporated herein (the leases described in the attached Exhibits "A" being referred to herein as the "Leases").

The provisions hereof shall extend to and be binding upon the successors, legal representatives and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the Leases, subject to the terms hereof, unto Assignee, its successors, its legal representatives and assigns, against the lawful claims of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

DATED this 19th day of May, 2009.

ASSIGNOR:

**HAWKE ENTERPRISES**

By: R. D. P.

Printed Name: ROBERT D. PORTMAN

ASSIGNEE:

**BURLINGTON RESOURCES OIL & GAS COMPANY LP**

By: BROG GP Inc., its sole General Partner

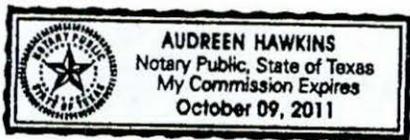
By: M. B. Carlisle

TL7 Printed Name: Mark B. Carlisle

Title: Attorney-in-Fact

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

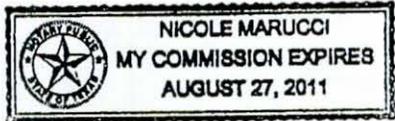
This instrument was acknowledged before me this 19th day of May, 2009,  
by ROBERT D. PORTMAN.



Audreen Hawkins  
Notary Public in and for the State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me this 21st day of May, 2009,  
by Mark B. Carlisle, Attorney-in-Fact for BROG GP  
Inc., the Sole General Partner for Burlington Resources Oil & Gas Company LP, a Delaware  
limited partnership, on behalf of said partnership.



Nicole Marucci  
Notary Public in and for the State of Texas

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated May 19, 2009, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
306371-002	CHUMCHAL Family Revocable Living Trust Lanier J. Chumchal & Anna Marie Chumchal, Co-Trustees	Hawke Enterprises	10/1/2008	TX	DeWitt	275	763
306466-000	POTYKA, Sherri Jill, formally known as Sherri Jill Lee, a single woman	Hawke Enterprises	12/3/2007	TX	DeWitt	249	674
306925-001	ZAIONTZ, Robert L., a single man	Hawke Enterprises	12/7/2007	TX	DeWitt	252	351
306927-001	ZAIONTZ, William, a single man	Hawke Enterprises	1/10/2008	TX	DeWitt	252	353
307415-000	JANCA, William L. and wife, Frances Ann Janca	Hawke Enterprises	2/6/2008	TX	DeWitt	268	770
307487-002	WEST, Kenneth A. and wife, Barbara C. West	Hawke Enterprises	6/26/2008	TX	DeWitt	266	511
307565-000	LACKEY Land Limited, acting herein through Hanging Tree Management, LLC, its general partner	Hawke Enterprises	4/16/2008	TX	DeWitt	258	398
307818-000	FOXELL, Lois Individually and as Independent Executor of the Est. of Oscar Ray Foxell s/k/a O. R. Foxell, deceased	Hawke Enterprises	4/9/2008	TX	DeWitt	267	4
						259	750
						259	759
						259	753
						259	762
307975-000	GAULT, James E., Susan Krause, Sandra Bitner, William Gault & Nancy Callegari	Hawke Enterprises	4/7/2008	TX	DeWitt	259	756
308044-003	McGOVERN, Margaret S.	Hawke Enterprises	4/23/2008	TX	DeWitt	268	186
308045-003	SAUNDERS, Donald W.	Hawke Enterprises	4/23/2008	TX	DeWitt	268	180
308047-002	SAUNDERS, Donald W.	Hawke Enterprises	4/23/2008	TX	DeWitt	268	171
308047-003	McGOVERN, Margaret S.	Hawke Enterprises	4/23/2008	TX	DeWitt	268	183
308152-000	CHUMCHAL, Lonnie R. and wife, Cynthia A. Chumchal	Hawke Enterprises	4/3/2008	TX	DeWitt	268	176
308153-000	CHUMCHAL, Lonnie J.	Hawke Enterprises	4/3/2008	TX	DeWitt	268	179

## Exhibit "A"

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Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
308154-000	CHUMCHAL, Steven J., Lonnie J, and Lonnie R. Chumchal and wife, Cynthia A. Chumchal	Hawke Enterprises	4/3/2008	TX	DeWitt	268	177
308156-000	VALDEZ, Osvaldo G., also known as Osvaldo Garcia Valdez and wife, Toby Valdez	Hawke Enterprises	4/23/2008	TX	DeWitt	269	576
308164-002	SCHMIDT, Fredrick	Hawke Enterprises	9/8/2008	TX	DeWitt	281	68
308171-000	WENSKE, Eugene, Jr. and wife, Irene Wenske	Hawke Enterprises	5/2/2008	TX	DeWitt	259	765
308511-000	RESSMAN, Mary Beth	Hawke Enterprises	6/11/2008	TX	DeWitt	270	720
308512-000	GUNN, R. L.	Hawke Enterprises	5/22/2008	TX	DeWitt	268	189
308554-000	TAYLOR, III, Thomas J., an unmarried man and Nancy Taylor and Sally Christine Loner, Independent Co- Executors of the Estate of Christine Taylor, deceased	Hawke Enterprises	5/7/2008	TX	DeWitt	273	537
308647-002	CIBOROWSKI, Crayton E.	Hawke Enterprises	5/19/2008	TX	DeWitt	266	512
308710-000	KING, Evelyn L.	Hawke Enterprises	6/1/2008	TX	DeWitt	264	69
308711-000	HOERMANN, Steven V. and wife, Karen Hoermann	Hawke Enterprises	5/13/2008	TX	DeWitt	266	507
308713-001	CRITES, Edwin Andy and wife, Joy Ellen	Hawke Enterprises	5/2/2008	TX	DeWitt	264	84
308713-002	VOGT, Thomas A.	Hawke Enterprises	5/13/2008	TX	DeWitt	275	756
308713-003	VOGT, Harry Lee	Hawke Enterprises	5/13/2008	TX	DeWitt	275	754
308714-001	VOGT, Jeffery Lee and wife, Hillary Vogt	Hawke Enterprises	5/13/2008	TX	DeWitt	275	761
308714-002	VOGT, Matthew Wade and wife, Maria Vogt	Hawke Enterprises	5/13/2008	TX	DeWitt	275	758
308714-003	SWANEY, Amy Christine	Hawke Enterprises	5/13/2008	TX	DeWitt	275	760

## Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
308715-000	Edwin Andy Crites and James Edwin Crites	Hawke Enterprises	6/26/2008	TX	DeWitt	264	82
308724-000	BITTERLY, John W., also known as John Bitterly	Hawke Enterprises	5/13/2008	TX	DeWitt	266	498
308725-000	SHIMEK, Mary L.	Hawke Enterprises	6/2/2008	TX	DeWitt	275	752
308726-001	JANSSEN, David A.	Hawke Enterprises	7/1/2008	TX	DeWitt	266	518
308727-000	GRIFFIN, Bill (Life Estate) & Barbara Casal (Remainder)	Hawke Enterprises	7/2/2008	TX	DeWitt	264	81
308728-000	DROZD, Anita	Hawke Enterprises	7/1/2008	TX	DeWitt	264	86
308729-001	STEEN, Claude Lee and wife, Delores A. Steen	Hawke Enterprises	5/13/2008	TX	DeWitt	266	509
308729-002	The Donald D. Powers & Leslie E. Powers Charitable Remainder Unitrust	Hawke Enterprises	6/3/2008	TX	DeWitt	266	897
308730-000	HARDIN, Doris Ann	Hawke Enterprises	7/1/2008	TX	DeWitt	264	72
308775-000	BROWN, Nathan H. and wife, Nancy I.	Hawke Enterprises	7/1/2008	TX	DeWitt	266	513
308776-000	ZABRANSKY, Janet A.	Hawke Enterprises	5/19/2008	TX	DeWitt	266	514
308777-000	PFUHL, Arno W. and wife, Estelle L. Pfuhl	Hawke Enterprises	5/19/2008	TX	DeWitt	266	515
308818-000	FISSELER, Michael A. and wife, Brenda Lincke Fisseler	Hawke Enterprises	7/10/2008	TX	DeWitt	266	896
308819-001	IMMENHAUSER, Roger William, Jr. and wife, Denise Immenhauser	Hawke Enterprises	6/1/2008	TX	DeWitt	266	899
308820-000	BROWN, Lynda M.	Hawke Enterprises	5/28/2008	TX	DeWitt	266	495
308884-000	KLOESEL, Alice f/k/a Alice M. Legler	Hawke Enterprises	7/1/2008	TX	DeWitt	266	891

## Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
308888-001	DRYER, Jo Anne Poth	Hawke Enterprises	7/1/2008	TX	DeWitt	267	3
308889-000	KLOESEL, Edward	Hawke Enterprises	7/1/2008	TX	DeWitt	266	895
308890-000	KLOESEL, Edward	Hawke Enterprises	7/1/2008	TX	DeWitt	266	893
308891-001	McKAY, Elizabeth Immenhauser	Hawke Enterprises	6/1/2008	TX	DeWitt	267	1
308892-001	JANSSEN, Donald J.	Hawke Enterprises	6/1/2008	TX	DeWitt	267	2
308893-000	TOWERS, James C. and wife, Merrilee Towers	Hawke Enterprises	7/1/2008	TX	DeWitt	266	496
308894-000	CALDERON, Rose Lee	Hawke Enterprises	7/1/2008	TX	DeWitt	266	508
308927-001	MILLSPAUGH, Gayle Brunkenhoefer, also known as Gailyn Brunkenhoefer Millspaugh	Hawke Enterprises	7/1/2008	TX	DeWitt	266	517
308953-001	GRAY, Larry D. and wife, Debby T. Gray	Hawke Enterprises	7/1/2008	TX	DeWitt	268	174
308992-001	LENK, Barbara Lou Hoch Lenk	Hawke Enterprises	8/1/2008	TX	DeWitt	268	191
308992-002	BRUNASSO, Betty Sue Hoch McKnight	Hawke Enterprises	8/1/2008	TX	DeWitt	268	192
308992-003	BERGEY, William and wife, Sandra Boening Bergey	Hawke Enterprises	8/1/2008	TX	DeWitt	273	528
308993-000	DISMUKE, Joel and wife, Claudia Dismuke	Hawke Enterprises	8/1/2008	TX	DeWitt	268	773
309001-000	GERDES, Kenneth R.	Hawke Enterprises	8/1/2008	TX	DeWitt	268	198
309002-001	GERDES, Kenneth R. and wife, Benigna Gerdes	Hawke Enterprises	8/1/2008	TX	DeWitt	268	194
309003-001	GERDES, Herbert and wife, Doris N. Gerdes	Hawke Enterprises	8/1/2008	TX	DeWitt	268	196

## Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
309011-001	GABBERT, Kenneth K. and wife, Amy Jo Gabbert	Hawke Enterprises	7/18/2008	TX	DeWitt	275	736
309015-000	BARTA, Melvin and Clara Janota	Hawke Enterprises	8/1/2008	TX	DeWitt	268	780
309017-000	NOLTE, James V. and wife, Delores Schmidt Nolte and Russell Nolte, a single person	Hawke Enterprises	6/1/2008	TX	DeWitt	268	775
309056-000	DIERINGER, Allen H.	Hawke Enterprises	8/1/2008	TX	DeWitt	268	782
309064-000	MORENO, Leonard Ray	Hawke Enterprises	8/1/2008	TX	DeWitt	268	193
309066-000	MORENO, Ronald Earl	Hawke Enterprises	8/1/2008	TX	DeWitt	268	772
309173-000	BUENTEO, Ruben and Carlos Rene Buenteo and Raymond R. Buenteo	Hawke Enterprises	8/1/2008	TX	DeWitt	270	708
309216-000	KNIPPA, Darnell and wife, Lynette R. Knippa	Hawke Enterprises	9/15/2008	TX	DeWitt	270	718
309226-000	DeBORD, James	Hawke Enterprises	9/1/2008	TX	DeWitt	268	777
309227-000	MORENO, Richard R.	Hawke Enterprises	8/1/2008	TX	DeWitt	269	577
309228-000	STRONG, James Otis and wife, Carolyn Jo Strong	Hawke Enterprises	9/1/2008	TX	DeWitt	268	778
309290-001	JOSLIN, Sarah L.	Hawke Enterprises	9/1/2008	TX	DeWitt	270	706
309290-002	HOLSTER, Joyce, a single woman	Hawke Enterprises	10/1/2008	TX	DeWitt	270	722
309291-001	TOBECK, Grace Ann, formally known as Grace Ann Darsey	Hawke Enterprises	9/1/2008	TX	DeWitt	270	714
309292-001	DARSEY, Fred R., a single man	Hawke Enterprises	9/1/2008	TX	DeWitt	270	716
309330-000	LANGHOFF, John A. and wife, Nancy D. Langhoff	Hawke Enterprises	8/1/2008	TX	DeWitt	273	543

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
309356-000	CULPEPPER, Robert Wayne and wife, Margie C. Culpepper	Hawke Enterprises	10/1/2008	TX	DeWitt	271	761
309357-000	CULPEPPER, Margie nee Jansky, wyo is the same person as Margie C. Culpepper and husband, Robert W. Culpepper, who is sometimes known as Robert Wayne Culpepper	Hawke Enterprises	10/1/2008	TX	DeWitt	271	759
309361-001	BRUNASSO, Betty Sue Hoch McKnight	Hawke Enterprises	10/1/2008	TX	DeWitt	273	514
309361-002	LENK, Barbara Lou Hoch	Hawke Enterprises	10/1/2008	TX	DeWitt	270	719
309420-001	STEINMANN, W.C., also known as W. Corlyss Steinmann	Hawke Enterprises	10/1/2008	TX	DeWitt	273	532
309421-000	CRAWFORD, James J., a single man	Hawke Enterprises	10/1/2008	TX	DeWitt	270	721
309423-001	McCOY, Effie	Hawke Enterprises	10/3/2008	TX	DeWitt	273	545
309424-000	LOGUE, Cecilia B. and Joseph James Braden and Phillip J. Braden and Frances B. Wilson	Hawke Enterprises	9/29/2008	TX	DeWitt	273	540
309425-001	JOHNSON, Rayford Dane, also known as Rayford D. Johnson, a single man	Hawke Enterprises	10/1/2008	TX	DeWitt	273	526
309426-001	JOHNSON, Bobbie J., a single woman	Hawke Enterprises	10/1/2008	TX	DeWitt	273	524
309427-001	BOENING, Jr., Louis F. and wife, Aileen D. Boening	Hawke Enterprises	8/1/2008	TX	DeWitt	273	530
309450-000	RATHKAMP, Monroe	Hawke Enterprises	8/1/2008	TX	DeWitt	273	529
309477-000	MUSSELMAN Ranches, Inc.	Hawke Enterprises	10/1/2008	TX	DeWitt	273	515
309495-000	ADAMEK, Alan, also known as Alan Ray Adamek and wife, Paula Adamek	Hawke Enterprises	10/14/2008	TX	DeWitt	273	534
309524-000	NOBLES, Stephen and wife, Donna L. Nobles	Hawke Enterprises	10/1/2008	TX	DeWitt	273	520

Exhibit "A"

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Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
309590-000	POWERS, Leslie Elaine and husband, Don Powers	Hawke Enterprises	10/28/2008	TX	DeWitt	281	55
309591-000	AHRENS, Erwin, a single man	Hawke Enterprises	10/1/2008	TX	DeWitt	273	536

Exhibit "A"

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Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
309592-000	The Musselman 1994 Family Trust, Jo Lynne Musselman Meador, Larry Jack Musselman and Jamie Boothe Musselman, Co-Trustees	Hawke Enterprises	10/1/2008	TX	DeWitt	273	517
309593-000	RILEY, Cheryl Brunkenhoefer	Hawke Enterprises	10/1/2008	TX	DeWitt	273	546
309595-000	LANGFORD, Kay	Hawke Enterprises	10/1/2008	TX	DeWitt	281	65
309596-001	KOLM, Orline Kuck, a single woman	Hawke Enterprises	10/1/2008	TX	DeWitt	273	522
309626-000	HAGENS, Donna Sue, a single woman	Hawke Enterprises	10/1/2008	TX	DeWitt	273	539
309703-001	CRAWFORD, John and wife, Natalya Crawford	Hawke Enterprises	11/5/2008	TX	DeWitt	281	57
309778-000	CHILEK, Joseph Lyndon and wife, Sharon Chilek	Hawke Enterprises	10/1/2008	TX	DeWitt	271	510
309779-000	CHILEK, Travis Victor and wife, Leslie Gayle Chilek	Hawke Enterprises	11/1/2008	TX	DeWitt	273	512
310076-000	GRAY, Ruth Fay	Hawke Enterprises	12/31/2008	TX	DeWitt	281	66
310078-000	HAEFEN, Gary Wayne Von	Hawke Enterprises	10/1/2008	TX	DeWitt	281	67
40150-000	EBROM, Julious James	Hawke Enterprises	2/14/2008	TX	DeWitt	251	640

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

64732

END OF EXHIBIT "A"

**Filed for Record**  
This, the 17<sup>th</sup> day of June 2009  
at 2:35 o'clock P M  
ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas  
Kathleen Beth  
DEPUTY

After recording, please return to:  
Hawke Enterprises  
330 Rayford Road, Suite 196  
Spring, TX 77386

STATE OF TEXAS  
COUNTY OF DEWITT  
I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co., Texas.  
Date JUN 17 2009  
ELVA PETERSEN, COUNTY CLERK  
BY KATHLEEN BETH  
Vol. 288 Page 410-420





**Hawke Enterprises**  
 330 Rayford Road, Suite 196  
 Spring, TX 77386  
 (281) 292-1363

**PROSPERITY BANK**  
 WOODCREEK BANKING CENTER, 2828 FM 1960 E.  
 HOUSTON, TX 77073 (281) 443-7600  
 88-2265/1131

1668

5/1/2008

PAY TO THE ORDER OF Lackey Land Limited

\$ \*\*250,150.00

Two Hundred Fifty Thousand One Hundred Fifty Only\*\*\*\*\*

DOLLARS  

Lackey Land Limited  
 c/o Page Saunders  
 9357 North State Highway 119  
 Yorktown, TX 78164  
 (Bonus Consideration)  
 1000.6 acres, DeWitt County, TX(Burlington/Cuero/West)

*Audrien J. Jenkins* <sup>TM</sup>

MEMO

⑈00 1668⑈

**DUPLICATE**

Surface Provisions YES PAR 6, C, S  
 Surrender Notice (# NO DYS  
 Termination: Removal YES PAR 6  
 Top Lease - Option t NO  
 Water Use Restrictio YES PAR 3

CROSS REFERENCES:

XREF TO	IDENTIFIER DESCRIPTION	FILE TYPE FILE STATUS
BR Company Name	BR OIL AND GAS CO LP BR OIL AND GAS CO LP	
New Lease Status	To be loaded New lease received in RPA	
New Lease Status	To be verified New lease ready to be verified	
Schedule Remarks	Option to renew/extend See Obligation Remark	

PAYMENT INFORMATION

Payment Type...: Lease Extension Bonus  
 Description....:  
 Payment Status..: No Pay Freq: One Time Only  
 First Call.....: 04/16/2011 Last Call: 04/16/2011  
 Payor.....: BURLINGTON RESOURCES O&G CO LP We Pay? Y  
 Payment Amount.: \$200,120.00 Arrears? N  
 Account Number.:

PAYEE S:

DEPOSITORY NAME/ADDRESS PAYEE NUM PAYEE NAME/ADDRESS	PAYEE AMOUNT	SERVICE CHARGE	O W R H
Direct Pay (0298961001) LACKEY LAND LIMITED 9357 N STATE HWY 119 YORKTOWN, TX 78164 Acct Num:	\$200,120.00	\$0.00	N

BILLING INTEREST

NUMBER	BILLING PARTNER NAME	INTEREST	SHARE
0216600005	BURLINGTON RESOURCES O&G CO LP 22342 NETWORK PL CHICAGO, IL 60673-1223	1.00000000	\$200,120.00

TRACT PAYMENT ASSIGNMENT

TRACT #	HELD BY	STATUS	NET ACRES
1	Paid Up	Active	1,000.600

PAYMENT VERIFICATION: New Setup Changes  
 1st: rdk 10-24-08 date  
 Initials date  
 2nd: Initials date

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 PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## PAID UP OIL AND GAS LEASE

PROD 88

THIS LEASE AGREEMENT is made as of the 16<sup>th</sup> day of January, 2008 between Ismael A. Perez, a married man, dealing herein with his sole and separate property, as this property constitutes no portion of his homestead, either commercial or residential, as Lessor (whether one or more), whose mailing address is 408 North Gohmer, Yorktown, Texas 78164, and HAWKE ENTERPRISES, as Lessee, whose mailing address is 330 Rayford Road, Suite 196, Spring, Texas 77386. 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. **Grant of Leased Premises.** 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:

**71.283 acres of land, more or less, being a part of the Indianola Railroad Company Survey, Section No. 55, A-265, DeWitt County, Texas, being all of that certain 71.613 acre tract of land described as FIRST TRACT and SECOND TRACT in that certain Warranty Deed dated March 9, 1998, from Ismael Perez, Attorney-in-Fact for Leona R. Alonzo, as Grantor, to Ismael Perez, as Grantee, and being recorded in Volume 34, page 252, Official Public Records, DeWitt County, Texas. LESS AND EXCEPT: .33 acres of land, more or less, being a part of the Indianola Railroad Company Survey, Section No. 55, A-265, DeWitt County, Texas, and being described in that certain Deed dated December 16, 1927, from Albina Hranick, as Grantor, to DeWitt County, as Grantee, and being recorded in Volume 97, page 144, Deed Records, DeWitt County, Texas.**

**For additional provisions to this lease please see ADDENDUM attached hereto and made a part hereof.**

in the County of DeWitt, State of Texas, containing 71.283 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 ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, 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 explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression and water disposal. 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 or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, 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 or unitized 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 of Lessor used by Lessee hereunder, without Lessor's 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.

3. **Term of Lease.** This lease shall be in force for a primary term of 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 or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

4. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized 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 this lease 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 further 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 or unitized therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 90 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized 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 or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

5. **Shut-in Royalty.** If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances 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 sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90-day period and thereafter on or before each anniversary 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 under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90-day period after the end of the period next following the cessation of such operations or production, as the case may be. 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.

**6. Royalty Payment.** For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive as its royalty 20% of the sales proceeds actually received by lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale.

Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arms-length transaction that is utilized.

**7. Pooling.** 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 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 allowed, 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 governmental 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 a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. 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 on 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 acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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 allowed, prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent 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.

**8. Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production from a unit. 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.

**9. Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**10. Ownership Changes.** 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 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. 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 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.

**11. Release of Lease.** 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 less than all of the interest or 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.

**12. Regulation and Delay.** 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

**13. Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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.

**14. Warranty of Title.** 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.

15. **Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

16. **Other Provisions.** Additional terms of this Lease are set forth on Exhibit A attached hereto and incorporated herein by reference.

**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)**

Ismael A. Perez  
Ismael A. Perez

**ACKNOWLEDGEMENTS**

STATE OF TEXAS §

COUNTY OF Hewitt §

This instrument was acknowledged before me on the 21<sup>st</sup> day of February, 2008, by **Ismael A. Perez.**

Janice Gaida  
Notary Public, State of Texas

(Notary Stamp Here)



## ADDENDUM

Addendum attached hereto for the Oil, Gas and Mineral Lease dated **January 16, 2008**, from **Ismael A. Perez, a married man, dealing herein with his sole and separate property, as this property constitutes no portion of his homestead, either commercial or residential**, as Lessor, to **Hawke Enterprises**, as Lessee,

17. There is excepted from the lease and reserved to Lessor, their heirs and assigns, all vanadium, uranium, plutonium, thorium, fissionable minerals, as well as coal and lignite, and it is understood and expressly provided that the terms "mineral", "minerals", "other minerals", and "other mineral", whenever and wherever used in this lease, shall not refer to and shall not include vanadium, uranium, plutonium, thorium, fissionable minerals and materials, as well as coal and lignite.

18. In the event, after the expiration of the primary term, Lessee shall exercise the right to pool as provided for herein, production, drilling, reworking operations or shut-in royalty payments made on any unit in which acreage covered by this lease is placed, it is agreed production, drilling, reworking operations or shut-in royalty payments made shall be applicable only to the acreage pooled in such units and shall not be considered as production, drilling, reworking or shut-in royalty payments made on any acreage covered by this lease and not placed in said unit or units. During any period in which part of the land covered by this lease is placed in one or more pooling units and one or more of which is maintained by production, drilling, reworking operations or shut-in royalty payments made, the remainder of the acreage not so pooled may be maintained only by production, drilling or reworking operations thereon or by shut-in royalty payments made thereon. The provisions of this paragraph shall control over all other provisions of this lease, whether printed or typed, insofar as the subject matter of this paragraph is concerned.

19. Notwithstanding anything herein to the contrary, it is expressly agreed and understood that in the event production of oil, gas or other mineral is obtained from the above described land, or lands pooled herewith, and the aggregate of the royalties paid to Lessor therefrom during any annual period, calculated from the date of the first sale, amounts less than \$10.00 per acre per annum for each acre subject to this lease during such twelve month period, then, in such event, the Lessee, his heirs and assigns, agree to pay to Lessor (within 60 days after the expiration of such twelve month period by depositing same to Lessor's credit in the depository hereinabove named) the difference, if any, between the total amount of royalties paid to Lessor from this lease during such twelve month period and the aggregate of \$10.00 per acre for the acreage subject to this lease during such twelve month period.

20. Three years after the expiration of the original primary term hereof, Lessee covenants and agrees to execute and deliver to Lessor a written release of any and all portions of this lease save and except lands pooled or unitized as provided in paragraph 4 hereof, and save and except forty (40) acres plus ten percent (10%) acreage tolerance around each oil well producing or capable of producing or being reworked from horizons or strata wholly located within the interval from the surface of the ground to 9,000 feet below the surface of the ground; eight (80) acres plus ten percent (10%) acreage tolerance around each oil well producing or capable of producing or being reworked from horizons or strata below 9,000 feet below the surface of the ground; three hundred twenty (320) acres plus ten percent acreage tolerance around each gas well producing or capable of producing or being reworked from horizons or strata wholly located within the interval from the surface of the ground down to and including 9,000 feet below the surface of the ground; and six hundred forty (640) acres plus ten percent (10% acreage tolerance around each gas well producing or capable of producing or being reworked from horizons or strata below 9,000 feet below the surface of the ground, except that in the event special field rules are adopted by the Railroad Commission of Texas or other regulating authority for any field on this lease which provides for a spacing or proration establishing larger units of acreage per well, then such established larger units shall be held under the lease by such production from this lease or by lands in which this lease has been pooled, in lieu of the 40, 80, 320, 640 (plus acreage tolerances) acre units above mentioned; provided however that if at the date such releases are otherwise required, Lessee is engaged in drilling or reworking operations on the land covered hereby or has drilled a well thereon within a period of ninety (90) days prior to such date, then the date for execution and delivery of such release shall be postponed and the entire lease shall remain in force so long as operations on said well or wells are prosecuted with reasonable diligence, and if, after the completion or abandonment of any such well, Lessee commences the drilling of an additional well within ninety (90) days from the completion or abandonment of the preceding well, or continuously conducts drilling operations in good faith and with reasonable diligence on said lease without any cessation for longer than ninety (90) days, said lease shall remain in full force and effect during such drilling operations and until the end of ninety (90) days after the completion of abandonment of the final well, at which time Lessee shall execute and deliver to Lessor said written release, releasing all portions of the lease not then so developed.

21. Lessee will make every reasonable effort to market said gas at a price consistent with the current market value at the mouth of the well during the applicable month of production for comparable sales of gas in that part of DeWitt County for the purpose of computing the royalty on gas.

22. As a consideration for this lease, it is hereby agreed that Lessee will furnish, upon written request by Lessor, all log runs and all information and data in regard to wells drilled hereon or on lands pooled herewith. Such information shall be delivered no less than six (6) months from the completion or abandonment of any well drilled. Lessor shall have the right to have derrick floor privileges, subject to Lessee's safety policy and procedures, copies of Railroad Commission production reports on a monthly basis, and access privileges to all operations, which access privileges and derrick floor privileges shall be at Lessor's sole risk and expense, except and excluding, however, information which is of a proprietary or

interpretive nature. It is also understood that any information provided by Lessee to Lessor under the provisions of this paragraph will be held in strict confidence by Lessor. Lessor shall indemnify and hold Lessee harmless against any and all claims, demands, losses or damages which result from the failure of Lessor to maintain the confidential nature of such information.

23. It is expressly understood and agreed that Lessee shall have the right to conduct geophysical surveys by seismograph on the leased premises and on lands one mile beyond the boundaries of this lease, as to any adjacent lands owned by Lessor and not under mineral lease to a third party at the date of this lease. In the event such adjacent lands are leased, lessee will only be required to obtain such third party Lessee's permission prior to conducting such seismic operations and such seismic exploration will be subject to the same conditions and obligations as are applicable to those conducted on the leased premises. Lessee agrees that any senders constructed hereunder to be terraced to prevent any erosion and doglegged at boundaries. Lessee agrees to indemnify and hold Lessor harmless from any and all claims or damages that may be caused by virtue of this survey. Prior to commencing operations for this survey, Lessee agrees to pay Lessor the sum of \$10.00 per acre for each acre actually utilized in the conduct of such survey as liquidated damages resulting from the seismic survey across the leased land.

24. Lessor's royalty shall never bear any part of the costs or expense of production, gathering, dehydration, compression, manufacturing, processing, treating or marketing of the oil and/or gas from the leased premises. Lessor shall bear Lessor's share of any production, severance and ad valorem taxes.

25. Notwithstanding the general terms of grant contained in this lease, it is not intended to and does not include the right and privilege of Lessee to erect and maintain refining facilities, or any other extracting or treating facilities not directly related to the production, treatment, and recovery of oil, gas, sulphur, and other leased minerals from this lease or lands pooled therewith only, and all such facilities shall be only those reasonably necessary for production, treatment and recovery of such leased substances from this lease or lands pooled therewith.

26. Lessee agrees that all pipelines, flowlines 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.

27. Lessee agrees not to permit any of its employees, agents, contractors or subcontractors to hunt or fish or to carry firearms on any portion of the herein leased land.

28. Lessee agrees to defend, protect, indemnify and hold harmless Lessor from and against any and all losses, liabilities, claims or demands including but not limited for damages of an environmental nature and causes of action of every character and kind on account of personal injury, illness, death of persons or damage to or loss of property (including but not limited to damage to any property of Lessor) occurring, growing out of, incident to or resulting directly from operations by Lessee, its employees, agents, licenses, representatives, contractors or subcontractors, unless the personal injury, illness, death of persons or damage to or loss of property is caused by or wholly or partially attributable to the negligence of Lessor, his agents, servants, employees, representatives or contractors.

29. If a well is drilled on the leased premises and the surface of the land has been disturbed or damaged by Lessee, or any operations conducted by Lessee on the leased premises, within six (6) months of the completion of any such well, either as a producer or as a dry hole, or within six (6) months of the termination of this lease, whichever is later in time, weather conditions permitting, Lessee shall level and restore as near reasonably as possible the previous level, or contour, of the surface of the land, refilling all holes and slush pits, as nearly as is practicable. Lessee agrees to pay Lessor, or the Surface Owner, or any Tenant of Surface Owner, as their respective interest may appear for any and all damages to cattle, crops, fences, terraces, water wells, tanks, the surface of said leased premises and all other property of Lessor, Surface Owner or Tenant situated on the leased premises resulting from Lessee's operations under the terms of this lease.

30. Lessee shall, after the cessation of any water well drilled by Lessee on said lands, and prior to the plugging or removing the casing therefrom, tender such water well or wells to the surface owner, and if the surface owner shall elect to accept the same, such water wells shall be and become the property of the surface owner, provided, however that Lessee shall have the right to use such well or wells at anytime during the continuance of this lease in connection with Lessee's operations and on such lands, except said water well cannot be used for water injection without Lessor's permission. As a condition of Lessor taking over a water well drilled by Lessee, Lessor and Lessee agree to execute a mutually agreeable instrument relieving Lessee of further liability with Lessor further agreeing to indemnify and hold harmless Lessee from any and all claims and damages with respect to such water well, and/or surface facilities taken over by Lessor which claims and damages thereafter arise as a result of occurrences and/or events that occur in a point in time after Lessor took over possession of such water well, and/or surface facilities and, upon the occurrence of such events and requirements set forth above, such water well and/or surface facilities related to such well shall be and become the property of Lessor.

31. On the abandonment of any well drilled hereunder, whether the same shall have produced or not, well shall be plugged and abandoned in strict conformance with the rules and regulations of the Railroad Commission of the State of Texas, and the casing cut off at least thirty-six (36) inches below the normal surface of the land, and the Lessor herein shall be protected and held harmless from any and all claims of every sort and nature by reason of the plugging and abandonment of any such well.

32. In using the gates and other entrances, Lessee and employees shall keep all gates closed and shall not permit any cattle or other livestock to get into or escape from the leased premises.

33. Lessee shall not enter the above described land except through gates constructed on said land by Lessee with Lessor's permission, or through gates already constructed on said land by Lessor, and, in no event, shall Lessee cut any fence on or around such land without the express consent of the Lessor. Lessee shall keep the gates through which Lessee, his agents, his employees, and his licensees enter the above described land securely locked at Lessee's own expense, and shall furnish keys to such locks to Lessor.

34. In the event, Lessee, his agents, his employees, or his invitees shall use any roads or roads on the above described land, Lessee shall keep such roads in the same good repair and condition as they are now in, at Lessee's expense, and any damage or injury done to any such road by Lessee, his agents, his employees, or his licensees, shall be promptly repaired by Lessee at Lessee's expense.

35. This lease covers only oil, gas and other related hydrocarbons and constituent elements (including sulphur) which may be produced with oil or gas, any reference to "other minerals" is hereby deleted.

36. The right to maintain this lease by the payment of shut-in royalty under Paragraph 5 hereof is hereby limited as follows: After the expiration of the primary term, this lease may not be maintained by the payment of shut-in royalty for more than two (2) years, except from time to time thereafter for non-consecutive periods of not more than one (1) year each.

37. The foregoing agreements and provisions shall supersede and govern the provisions in the printed text of this lease and shall inure to the benefit of, and binding upon the parties hereto and their respective heirs, representatives, successors or assigns.

38. Notwithstanding anything 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, Lessee is hereby given the option to extend the primary term of this lease for an additional **two (2) years** from the expiration of the original term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying a one time sum of **\$200.00** per net mineral acre for each acre so extended to Lessor or to Lessor's credit in any depository named in this lease and set out below and payment or tender to any participant of his portion of the payment hereunder shall maintain this lease as to such participant. All of the provisions of this lease relating to any payment based on acreage shall be made in accordance with the number of net acres then covered by the lease as extended. Should this option be exercised as herein provided, it shall be considered as though this lease originally provided for a primary term of five (5) years for the acreage so extended, though to the extent all provisions hereof should be harmonized.

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

  
Ismael Perez

STATE OF TEXAS §  
COUNTY OF DeWitt §

This instrument was acknowledged before me on the 21<sup>st</sup> day of February, 2008, by Ismael Perez.



  
NOTARY PUBLIC, STATE OF TEXAS

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF DE WITT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THAT on the 16th day of January, 2008, Ismael Perez, a married man, dealing herein with his sole and separate property, as this property constitutes no portion of his homestead, either commercial or residential, whose address is 408 North Gohmer, Yorktown, Texas 78164, hereinafter called "LESSOR", did enter into and deliver unto HAWKE ENTERPRISES whose address is 330 Rayford Road, Suite 196, Spring, Texas 77386, hereinafter called "LESSEE", that certain Oil and Gas Lease, covering 71.283 acres of land, more or less, in DeWitt County, Texas, said lands being more fully described as follows, to wit:

71.283 acres of land, more or less, being a part of the Indianola Railroad Company Survey, Section No. 55, A-265, DeWitt County, Texas, being all of that certain 71.613 acre tract of land described as FIRST TRACT and SECOND TRACT in that certain Warranty Deed dated March 9, 1998, from Ismael Perez, Attorney-in-Fact for Leona R. Alonzo, as Grantor, to Ismael Perez, as Grantee, and being recorded in Volume 34, page 252, Official Public Records, DeWitt County, Texas. LESS AND EXCEPT: .33 acres of land, more or less, being a part of the Indianola Railroad Company Survey, Section No. 55, A-265, DeWitt County, Texas, and being described in that certain Deed dated December 16, 1927, from Albina Hranick, as Grantor, to DeWitt County, as Grantee, and being recorded in Volume 97, page 144, Deed Records, DeWitt County, Texas.

The abovementioned Oil and Gas Lease provides for a three (3) year primary term from January 16, 2008 (unless extended pursuant to the terms therein) and contains an option to extend the primary term for an additional two (2) years, and is subject to all other terms and provisions set forth in said Oil and Gas Lease. A copy of said Oil and Gas Lease is in the possession of Lessor and Lessee, named herein.

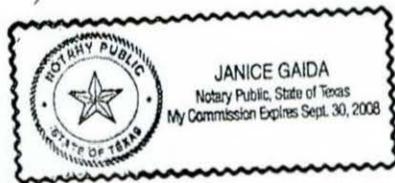
This Memorandum may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Memorandum. Should less than all the named Lessors execute this Memorandum, this Memorandum and its respective Oil and Gas Lease shall be binding on those who are signatories.

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

Signature of Ismael Perez
Ismael Perez

STATE OF TEXAS §
COUNTY OF DeWitt §

This instrument was acknowledged before me on this 21st day of February, 2008, by Ismael Perez.



Signature of Janice Gaida
Notary Public, State of Texas

57674

Filed for Record
This, the 11th day of March 20 08
at 1:35 o'clock P. M
ELVA PETERSEN, COUNTY CLERK OF
DeWitt County, Texas
Signature of Elva Petersen
Deputy

STATE OF TEXAS
COUNTY OF DEWITT
I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co. Texas.
Date MAR 11 2008
ELVA PETERSEN, COUNTY CLERK
BY Signature of Elva Petersen
Vol. 251 Page 637

After recording return to:

Hawke Enterprises
330 Rayford Road, Suite 196
Spring, Texas 77386

**NOTICE OF EXERCISE OF OPTIONS TO EXTEND MINERAL LEASES**

STATE OF TEXAS

COUNTIES OF DEWITT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Louisiana Land and Exploration Company, a Maryland corporation, whose address is P. O. Box 2197, Houston, Texas, 77252-2197 (herein referred to as "Lessee") is the owner of those certain oil, gas and mineral leases identified on Exhibit "A" attached hereto and made a part hereof for all purposes (herein referred to as "Mineral Leases"); and

WHEREAS, effective January 1, 2011, The Louisiana Land and Exploration Company, a Maryland corporation, merged with and into The Louisiana Land and Exploration Company LLC, a Maryland limited liability company, with The Louisiana Land and Exploration Company LLC being the surviving company; and

WHEREAS, each of the Mineral Leases provide that the primary term may be extended at any time prior to the expiration of the original primary term period by tendering to the respective lessor(s) the option bonus prescribed in the lease via check or draft tendered to the depository bank named in the lease or mailed to the lessor(s) at the addresses provided in said Mineral Lease (or such other address as lessor may subsequently furnish Lessee via written notice); and

WHEREAS, the Mineral Leases further provide that should the option to extend the primary term be exercised, it shall be considered for all purposes as if the original primary term in each of such Mineral Leases was for a period of five (5) years; and

WHEREAS, Lessee has elected to exercise the option to extend the primary term of each of the Mineral Leases identified in Exhibit "A" attached hereto by tendering payment by check or draft as set forth in said Mineral Leases.

NOW, THEREFORE, Lessee hereby places third parties on notice that it has exercised the option to extend the primary term of the Mineral Leases described on Exhibit "A" attached hereto to a total of five (5) years in each of such leases by tendering the consideration recited in the respective Mineral Leases by check or draft in accordance with the terms, conditions and provisions of the respective Mineral Leases.

IN WITNESS WHEREOF, this Notice of Exercise of Options to Extend Mineral Leases has been executed on this 4<sup>th</sup> day of April, 2011.

**The Louisiana Land and Exploration Company LLC**

By: *Mark B. Carlisle*  
Mark B. Carlisle, Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 4<sup>th</sup> day of April, 2011, by Mark B. Carlisle, Attorney-in-Fact for The Louisiana Land and Exploration Company LLC, a Maryland limited liability company, on behalf of said company.

My commission expires:  
8/27/2011

*Nicole Marucci*  
Notary Public in and for the State of Texas

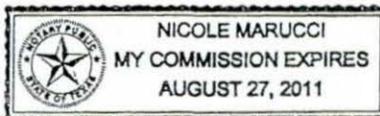


EXHIBIT "A"  
TO  
NOTICE OF EXERCISE OF OPTIONS TO EXTEND MINERAL LEASES

LEASE NUMBER	LESSOR	EFFECTIVE DATE	ORIGINAL LESSEE	STATE	COUNTY	RECORDING BOOK	INFORMATION PAGE
307700-000	Alfred W. Santiago and wife, Rhonda G. Santiago	March 4, 2008	Hawke Enterprises	TEXAS	DE WITT	253	517
304959-002	Belinda Winkler Bowers	February 6, 2008	Hawke Enterprises	TEXAS	DE WITT	253	529
305677-000	Leo V. Rucka and wife, Lillian S. Rucka	January 9, 2008	Hawke Enterprises	TEXAS	DE WITT	249	663
306974-000	Lenora Victoria Roberts and husband Thomas Anthony Roberts	January 4, 2008	Hawke Enterprises	TEXAS	DE WITT	249	636
306975-000	Robert Dedear	January 14, 2008	Hawke Enterprises	TEXAS	DE WITT	253	526
306978-000	Dennis Dedear	January 14, 2008	Hawke Enterprises	TEXAS	DE WITT	251	635
306980-001	Robert H Morrison et ux	January 10, 2008	Hawke Enterprises	TEXAS	DE WITT	249	641
306993-002	Gary L Slusher et ux	April 18, 2008	The Louisiana Land and Exploration Company	TEXAS	DE WITT	264	77
306998-000	Wayne L. Hartman et ux	January 4, 2008	Hawke Enterprises	TEXAS	DE WITT	251	636
307133-000	Douglas S. Daniel, et ux	January 2, 2008	Hawke Enterprises	TEXAS	DE WITT	251	631
307134-000	Janet Ann Daniel	January 2, 2008	Hawke Enterprises	TEXAS	DE WITT	251	633
307151-000	Rosemary Trevino Edwards	January 30, 2008	Hawke Enterprises	TEXAS	DE WITT	251	634
307184-000	Elizabeth Blake Haas	January 29, 2008	Hawke Enterprises	TEXAS	DE WITT	251	630
307185-000	Harry L. Zimmerman and wife, Wilma Zimmerman	January 24, 2008	Hawke Enterprises	TEXAS	DE WITT	253	543
307186-000	Christine Hilscher Caraway	February 4, 2008	Hawke Enterprises	TEXAS	DE WITT	253	567
307187-000	George Patrick Davidson and wife, Mary M. Davidson	January 21, 2008	Hawke Enterprises	TEXAS	DE WITT	253	555
307188-000	James Arthur Hall and wife, Rosemary Hall	January 23, 2008	Hawke Enterprises	TEXAS	DE WITT	253	581

307256-000	Phyllis Ann Fields	February 5, 2008	Hawke Enterprises	TEXAS	DE WITT	250	840
307259-000	Patricia E. DeBault Dedear	January 29, 2008	Hawke Enterprises	TEXAS	DE WITT	250	839
307261-000	Victor J. Kahlich and wife, Leala Mae Kahlich	January 29, 2008	Hawke Enterprises	TEXAS	DE WITT	252	345
307306-001	Arthur G. Hermann, III and wife, Janis Hermann	January 10, 2008	Hawke Enterprises	TEXAS	DE WITT	252	349
307338-000	Brian G. Knezek & Abbie K. Knezek	January 18, 2008	Hawke Enterprises	TEXAS	DE WITT	252	347
307340-000	Herbert Rudolph Krause, Sr. and wife, Valeta Joy Krause	February 13, 2008	Hawke Enterprises	TEXAS	DE WITT	251	641
307341-000	Ismael Perez	January 16, 2008	Hawke Enterprises	TEXAS	DE WITT	251	637
307342-000	Roy Allan Koenning	January 30, 2008	Hawke Enterprises	TEXAS	DE WITT	252	343
307378-000	David E. Lam and wife, Mary Alicia Leggett Lam	February 6, 2008	Hawke Enterprises	TEXAS	DE WITT	253	533
307379-001	Gladys Speed	February 21, 2008	Hawke Enterprises	TEXAS	DE WITT	253	530
307379-002	Jerry Speed	February 21, 2008	Hawke Enterprises	TEXAS	DE WITT	253	531
307416-000	Gerald Sedlacek and wife, Jeanette Sedlacek	February 27, 2008	Hawke Enterprises	TEXAS	DE WITT	253	522
307419-000	Alloyd Speed and wife, Claudia Speed	February 27, 2008	Hawke Enterprises	TEXAS	DE WITT	253	527
307487-001	David Hinojosa and Gilma Hinojosa	February 27, 2008	Hawke Enterprises	TEXAS	DE WITT	253	532
307488-000	Sofia G. Garcia Trust, Antonio Garcia, Jr. and Raul Garcia, Trustees	January 28, 2008	Hawke Enterprises	TEXAS	DE WITT	253	539
307490-001	Colleen Snider	March 6, 2008	Hawke Enterprises	TEXAS	DE WITT	253	535
307490-002	Tracy Nickel	April 1, 2008	Hawke Enterprises	TEXAS	DE WITT	255	671
307507-000	Jeannette Knezek and Ernest Knezek	January 28, 2008	Hawke Enterprises	TEXAS	DE WITT	253	520
307512-000	Vernon Rathkamp and wife, Margaret Rathcamp	February 21, 2008	Hawke Enterprises	TEXAS	DE WITT	253	524
307513-000	Margie L. Gormley	March 5, 2008	Hawke Enterprises	TEXAS	DE WITT	253	541
307560-000	Michael R. Chumchal and wife, Peggy Chumchal	March 14, 2008	Hawke Enterprises	TEXAS	DE WITT	255	133
307562-000	Larry Lehnert and wife, Darlene Lehnert	March 14, 2008	Hawke Enterprises	TEXAS	DE WITT	255	124

307563-000	Robert Lange and wife, Dolores	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	255	119
307564-000	Lackey Land Limited	April 16, 2008	Hawke Enterprises	TEXAS	DE WITT	258	397
307603-001	Robert and Carol Jungman	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	255	122
307625-000	Mary Lou Kocian	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	255	121
307640-001	Joyce Word	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	255	135
307641-000	James W. Moore	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	255	128
307682-000	Benjamin Joseph Jendrzey	March 27, 2008	Hawke Enterprises	TEXAS	DE WITT	258	394
307690-001	Robert J. Kroeger and wife, Johanna E. Kroeger	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	255	668
307691-001	George N. Hahn	March 4, 2008	Hawke Enterprises	TEXAS	DE WITT	255	666
307691-002	Charles Hahn	March 7, 2008	Hawke Enterprises	TEXAS	DE WITT	261	234
307692-001	George N. Hahn	March 4, 2008	Hawke Enterprises	TEXAS	DE WITT	255	667
307692-002	Kenneth Hahn	March 6, 2008	Hawke Enterprises	TEXAS	DE WITT	258	880
307692-003	Charles Hahn	May 1, 2008	Hawke Enterprises	TEXAS	DE WITT	261	232
✓307700-000	Alfred W. Santiago and wife, Rhonda G. Santiago	March 4, 2008	Hawke Enterprises	TEXAS	DE WITT	253	517
307808-001	Robert L. Grunder	March 27, 2008	Hawke Enterprises	TEXAS	DE WITT	255	670
307819-000	Jason P. Zissa	March 13, 2008	Hawke Enterprises	TEXAS	DE WITT	258	885
307954-001	Mark Cerny et al	April 15, 2008	Hawke Enterprises	TEXAS	DE WITT	258	404
307955-000	Wilburn D Meredith et ux	April 8, 2008	Hawke Enterprises	TEXAS	DE WITT	258	396
307976-000	Jim Frank Loos et al	April 9, 2008	Hawke Enterprises	TEXAS	DE WITT	261	235
307988-000	James D. DeBord and wife, Arnetta L. Debord	March 11, 2008	Hawke Enterprises	TEXAS	DE WITT	258	412
308033-000	Alois F Janak et ux	April 15, 2008	Hawke Enterprises	TEXAS	DE WITT	258	413
308036-000	Thomas G Barre et ux	April 7, 2008	Hawke Enterprises	TEXAS	DE WITT	258	406

308038-000	Mary Alyce Briggs Martin et al	April 16, 2008	Hawke Enterprises	TEXAS	DE WITT	258	402
308044-001	Page Saunders	April 23, 2008	Hawke Enterprises	TEXAS	DE WITT	261	255
308044-002	Lackey Land Limited	April 23, 2008	Hawke Enterprises	TEXAS	DE WITT	261	257
308045-001	Page Saunders	April 23, 2008	Hawke Enterprises	TEXAS	DE WITT	262	716
308045-002	Lackey Land Limited	April 23, 2008	Hawke Enterprises	TEXAS	DE WITT	261	258
308047-001	Lackey Land Limited	April 23, 2008	Hawke Enterprises	TEXAS	DE WITT	261	259
308123-000	Evelyn E McCarty	April 7, 2008	Hawke Enterprises	TEXAS	DE WITT	258	888
308125-000	Jim F Loos & Margaret M Loos Rev Liv Tr	April 9, 2008	Hawke Enterprises	TEXAS	DE WITT	258	890
308126-000	Phil Arlen Steen	April 21, 2008	Hawke Enterprises	TEXAS	DE WITT	261	231
308127-000	Richard W Alexander et ux	April 16, 2008	Hawke Enterprises	TEXAS	DE WITT	258	892
308128-001	Clifton Vinklarek et ux	April 21, 2008	Hawke Enterprises	TEXAS	DE WITT	258	886
308151-000	Kolm Family Limited Partnership	May 1, 2008	Hawke Enterprises	TEXAS	DE WITT	258	897
308161-001	David W DeBord et ux	April 21, 2008	Hawke Enterprises	TEXAS	DE WITT	258	898
308163-001	Charles Hahn	March 7, 2008	Hawke Enterprises	TEXAS	DE WITT	261	233
308164-001	Lackey Land Limited	April 23, 2008	Hawke Enterprises	TEXAS	DE WITT	261	256
308170-000	Ira Dale Arent et ux	May 16, 2008	Hawke Enterprises	TEXAS	DE WITT	264	68
308234-000	Charles Hull et ux	May 2, 2008	Hawke Enterprises	TEXAS	DE WITT	261	243
308235-001	Dwayne Kelley	May 12, 2008	Hawke Enterprises	TEXAS	DE WITT	261	245
308236-001	Lex A Painter et ux	May 2, 2008	Hawke Enterprises	TEXAS	DE WITT	261	240
308238-001	Rudolph C Martinez et ux	May 2, 2008	Hawke Enterprises	TEXAS	DE WITT	261	241
308239-000	Tommy J Smith et ux	May 12, 2008	Hawke Enterprises	TEXAS	DE WITT	261	252
308240-001	Karen Coward et vir	April 15, 2008	Hawke Enterprises	TEXAS	DE WITT	261	239

308241-001	3H Cattle Co Ltd	May 2, 2008	Hawke Enterprises	TEXAS	DE WITT	261	254
308286-000	Helen Janak	April 15, 2008	The Louisiana Land and Exploration Co	TEXAS	DE WITT	289	380
308317-000	Jim Ray et ux	May 13, 2008	Hawke Enterprises	TEXAS	DE WITT	261	237
308484-000	Mark Drozd et ux	May 19, 2008	Hawke Enterprises	TEXAS	DE WITT	262	721
308515-000	Leslie C Kaiser et ux	May 13, 2008	Hawke Enterprises	TEXAS	DE WITT	261	246
308517-000	Lawrence M Leahy et ux	May 19, 2008	Hawke Enterprises	TEXAS	DE WITT	264	63
308551-001	John C & Kathryn R Langhoff Trust	May 2, 2008	Hawke Enterprises	TEXAS	DE WITT	261	248
308553-000	Pilgrim Lake Ltd	May 30, 2008	The Louisiana Land & Exploration Co	TEXAS	DE WITT	265	518
308578-000	Michael Kuck et ux	April 21, 2008	Hawke Enterprises	TEXAS	DE WITT	262	731
308601-000	Glenn E Braden	June 5, 2008	Hawke Enterprises	TEXAS	DE WITT	262	727
308610-000	Doyle Greeson et al	May 12, 2008	Hawke Enterprises	TEXAS	DE WITT	262	737
308618-000	Henry Crawford Jr et ux	April 21, 2008	Hawke Enterprises	TEXAS	DE WITT	262	735
308619-000	Billy Beldin	June 9, 2008	Hawke Enterprises	TEXAS	DE WITT	262	712
308620-001	Iris K Smith	May 21, 2008	Hawke Enterprises	TEXAS	DE WITT	262	728
308620-002	Robert Earl Boze et ux	June 1, 2008	Hawke Enterprises	TEXAS	DE WITT	264	64
308621-000	Anthony J Kutac et ux	May 19, 2008	Hawke Enterprises	TEXAS	DE WITT	262	714
308622-001	Mark L DeBord et ux	May 22, 2008	Hawke Enterprises	TEXAS	DE WITT	262	729
308645-001	William R Leske Sr Family Tr et al	June 1, 2008	Hawke Enterprises	TEXAS	DE WITT	264	66
308647-001	Michael Ross Pizalate	June 2, 2008	Hawke Enterprises	TEXAS	DE WITT	262	723
308648-001	William Arthur Steen	June 2, 2008	Hawke Enterprises	TEXAS	DE WITT	262	725
308649-000	Donald G Bitterly et ux	May 1, 2008	Hawke Enterprises	TEXAS	DE WITT	264	60
308651-000	Janice M Boehm	May 1, 2008	Hawke Enterprises	TEXAS	DE WITT	264	61

308652-001	L Jack Musselman	June 2, 2008	Hawke Enterprises	TEXAS	DE WITT	262	733
308660-000	Donald G and Jeane Bitterly Family Tr	May 13, 2008	Hawke Enterprises	TEXAS	DE WITT	262	717
308709-000	Frank H Royal et ux	June 2, 2008	Hawke Enterprises	TEXAS	DE WITT	264	62
310146-000	Victor Rudolph Boehl et ux	January 2, 2008	Hawke Enterprises	TEXAS	DE WITT	249	632

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

75590

Filed for Record

This, the 7 day of Apr 2011  
at 1:55 o'clock P.M

NATALIE CARSON, COUNTY CLERK OF

DeWitt County, Texas

DEPUTY

*Maura J. [Signature]*  
Dolphin Resources

STATE OF TEXAS  
COUNTY OF DEWITT

I hereby certify that this instrument was filed on the  
date & time stamped hereon by me & was duly recorded  
in the Volume & Page of the Official Public Records of  
DeWitt Co, Texas.

Date APR 07 2011

NATALIE CARSON, COUNTY CLERK

BY [Signature]  
Vol. 345 Page 48-474



# LEASE TRANSMITTAL SHEET

ConocoPhillips

DATE: March 31 2008  
 COUNTY: DeWitt STATE: Texas  
 PROSPECT NAME: Cote D'or-Cuero West (AA50069)  
 LEASE NO. 307341 SUFFIX 000  
 BUSINESS UNIT: Expl & Bus. Dev. Land  
 PROSPECT NO. QUIET DEAL?

Lessor: Ismael Perez  
 408 North Gohmer  
 Yorktown, Texas 78164  
 Lessee: Hawke Enterprises  
 330 Rayford Road, Suite 196  
 Spring, Texas 77386  
 Federal/State/Indian Serial #: \_\_\_\_\_  
 Lease Date: January 16 2008  
 Effective Date: January 16 2008  
 Rental Due Date: \_\_\_\_\_  
 Expiration Date: January 16 2011  
 Lease Status: Non-Producing  
 Recording Data: 251 637  
 Book Page Journal/Inst. #  
 Bonus Amount: \$17,820.75 (71.283 acres @ \$250.00 per nma)  
 Draft/Check #: \_\_\_\_\_  
 Renewal  Extension of Lease No. \_\_\_\_\_  Additional Interest to Lease No: \_\_\_\_\_

**Ownership:**

Gross Acres	Lessor Mineral Interest	Lessor Net Acres	Overlap Acres	COPC Net Acres	Chargeable Acres
71.283	100%	71.283		71.2830000	

Working Interest  
 ConocoPhillips Company: 100

Partner Name: \_\_\_\_\_  
 Partner Name: \_\_\_\_\_  
 Partner Name: \_\_\_\_\_  
 Lease Payments to be made by: \_\_\_\_\_

**NOTES:** Include all contract numbers for cross reference, special/unusual obligations, information that exceeds any of the sections above, etc.  
 Ismael Perez Phone# 361-564-3999. Lease prepared by: Kevin Koerth, P.O. Box 2177, Victoria, TX 77902.

Original Copy of Draft  Fully executed W-9

Original Lease  
 Copy of Lease  
 Lessor's address and SSNTIN, if not on lease:  
 Ismael Perez \_\_\_\_\_

**Recording Instructions**  
 \_\_\_\_\_  
 Region will record. Lease sent for recording on:  
 \_\_\_\_\_  
 Recording Remarks: Memorandum filed for record under Volume 251, page 637, Official Public Records, DeWitt County, Texas

**Recording Instructions**  
 Original Assignment  
 Copy of Assignment  
 \_\_\_\_\_  
 Region will record. Assignment sent for recording on:  
 \_\_\_\_\_

Plat (leased acreage depicted in yellow)  
 Reference Deed (if used in description)  
 RDO  
 Ownership Report  
 Instruments to be transmitted at later date? When?  
 Instruments filed for approval with governmental agency? \_\_\_\_\_ RPA to file? \_\_\_\_\_

REMARKS: \_\_\_\_\_

Prepared By: Jessica Dees Date: March 31 2008

Lease Entry	Loaded	Verified	Mapping
502 5-19-08	9/29/08		
(Initials)	(Initials)	(Initials)	(Initials)

10-29-08

REAL PROPERTY ADMIN

473349 MAY-28

60367

ASSIGNMENT

STATE OF TEXAS                   §  
  §     KNOW ALL MEN BY THESE PRESENTS, THAT:  
COUNTY OF DeWITT           §

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Hawke Enterprises, whose address is 5959 West Loop South. Number 202, Bellaire, Texas 77401 (hereinafter referred to as "Assignor"), has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto The Louisiana Land and Exploration Company, an affiliate of ConocoPhillips Company, whose mailing address is 600 N. Dairy Ashford Road, Houston, Texas 77079 (hereinafter referred to as "Assignee"), subject to the covenants and conditions hereinafter contained, all of Assignor's right, title and interest in and to those certain oil, gas and mineral leases covering land situated in DeWitt County, Texas, more particularly described in Exhibits "A" attached hereto and incorporated herein (the leases described in the attached Exhibits "A" being referred to herein as the "Leases").

The provisions hereof shall extend to and be binding upon the successors, legal representatives and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the Leases, subject to the terms hereof, unto Assignee, its successors, its legal representatives and assigns, against the lawful claims of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

DATED this April 25, 2008, but effective as of JUNE 15, 2008.  
7

ASSIGNOR:

Hawke Enterprises

By: RD Portman

Printed Name: Robert D. Portman

ASSIGNEE:

The Louisiana Land and Exploration Company

By: Mark Carlisle

TEC B.  
Printed Name: Mark Carlisle

Title: Attorney-in-Fact

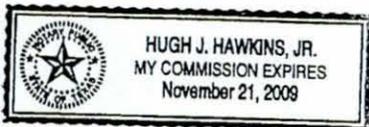
STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 15<sup>th</sup> day of June, 2008, by ROOBERT D. PORTMAN

(SEAL)



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

Notary's Printed Name: Hugh J. Hawkins Jr

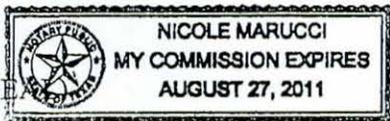
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 25<sup>th</sup> day of April, 2008, by Mark B. Carlisle Attorney-in-Fact for The Louisiana Land and Exploration Company.

(SEAL)



Nicole Marucci  
Notary Public in and for the State of Texas

Notary's Printed Name: Nicole Marucci

## Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated April 25, 2008, by and between  
Hawke Enterprises, Assignor, to The Louisiana Land and Exploration Company, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
306370-000	BAR INVERTED T.I., Ltd	Hawke Enterprises	12/5/2007	TX	DeWitt	249	699
306365-000	HUSER, Benedict F., ETUX	Hawke Enterprises	10/22/2007	TX	DeWitt	249	658
306388-000	EGGER, James L. ETUX	Hawke Enterprises	12/14/2007	TX	DeWitt	249	690
306362-000	MCCURDY, Robert W. & John R.	Hawke Enterprises	11/29/2007	TX	DeWitt	249	682
306507-001	PARKER, Robert L. ETUX	Hawke Enterprises	12/7/2007	TX	DeWitt	249	672
306464-000	POTYKA, Sherri Jill	Hawke Enterprises	12/3/2007	TX	DeWitt	249	677
306468-000	POTYKA, Sherri Jill	Hawke Enterprises	12/3/2007	TX	DeWitt	249	676
306469-000	POTYKA, Sherri Jill	Hawke Enterprises	12/3/2007	TX	DeWitt	249	673
306467-000	POTYKA, Sherri Jill	Hawke Enterprises	12/3/2007	TX	DeWitt	249	675
306471-001	POTYKA, Sherri Jill	Hawke Enterprises	12/3/2007	TX	DeWitt	249	678
304494-000	TREFFLICH, III, Charles E.	Hawke Enterprises	6/15/2007	TX	DeWitt	233	731
306406-000	VEIT, Irene L.	Hawke Enterprises	12/5/2007	TX	DeWitt	249	668
304074-000	ROBERT M. CRAIN EXEMPT TRUST, ROBERT M. CRAIN, TRUSTEE	Hawke Enterprises	11/15/2007	TX	DeWitt	249	656
304847-001	COPPS, Gretchen S.	Hawke Enterprises	12/11/2007	TX	DeWitt	249	666
306980-001	MORRISON, Robert H. ETUX	Hawke Enterprises	1/10/2008	TX	DeWitt	249	641
304951-003	GAIDA, Paul & Lisa Krueger	Hawke Enterprises	1/14/2008	TX	DeWitt	249	704
306483-001	BECKHAM, Glen	Hawke Enterprises	12/17/2007	TX	DeWitt	249	638

## Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated April 25, 2008, by and between  
Hawke Enterprises, Assignor, to The Louisiana Land and Exploration Company, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
306290-001	ESTATE OF LEONARD STEINMANN, NORMA STEINMANN, EDWIN W. STEINMANN & PHILLIP STEINMANN, CO-INDEPENDENT EXECUTORS	Hawke Enterprises	11/14/2007	TX	DeWitt	249	649
306297-000	BEDNORZ, Glenneth	Hawke Enterprises	12/6/2007	TX	DeWitt	249	662
306296-000	VOLKMER, Glenwood ETUX	Hawke Enterprises	12/5/2007	TX	DeWitt	249	659
307637-000	LAMB, SR., John	Hawke Enterprises	12/5/2007	TX	DeWitt	249	680
306369-000	LAMB, SR., John	Hawke Enterprises	12/5/2007	TX	DeWitt	249	679
306421-000	WARZECHA, Stanley F.	Hawke Enterprises	12/7/2007	TX	DeWitt	249	665
306423-000	WARZECHA, Stephen J.	Hawke Enterprises	12/7/2007	TX	DeWitt	249	664
306415-000	COBURN, Nancy	Hawke Enterprises	12/11/2007	TX	DeWitt	249	684
306461-001	CHEATHAM, Marilyn Jane	Hawke Enterprises	12/18/2007	TX	DeWitt	249	689
306823-000	TURBO CONTROLS CORPORATION	Hawke Enterprises	12/28/2007	TX	DeWitt	249	669
306826-001	ADAMS, Dennis ETUX	Hawke Enterprises	12/19/2007	TX	DeWitt	249	654
306825-000	MANN, Edward O. ETUX and STEPANSKI, Bonnie ETVIR	Hawke Enterprises	11/27/2007	TX	DeWitt	249	634
305677-000	RUCKA, Leo V. ETUX	Hawke Enterprises	1/9/2008	TX	DeWitt	249	663
306307-001	MOORE, Leonard K. ETUX	Hawke Enterprises	12/4/2007	TX	DeWitt	243	910
306295-000	POST, JR., F.F. ETUX	Hawke Enterprises	12/5/2007	TX	DeWitt	249	660
306824-000	ONKEN, Lawrence	Hawke Enterprises	12/19/2007	TX	DeWitt	249	671
306974-000	ROBERTS, Lenora Victoria ETVIR	Hawke Enterprises	1/4/2008	TX	DeWitt	249	636
306981-001	POE, Kurt T. ETUX	Hawke Enterprises	1/3/2008	TX	DeWitt	249	640
306781-000	CILIBRAISE, Dolores F.	Hawke Enterprises	12/10/2007	TX	DeWitt	249	637

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated April 25, 2008, by and between Hawke Enterprises, Assignor, to The Louisiana Land and Exploration Company, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
306979-000	BOSTON, Joe ETUX	Hawke Enterprises	1/17/2008	TX	DeWitt	249	643
306831-000	BOEHL, Ervin Edmond	Hawke Enterprises	12/21/2007	TX	DeWitt	249	651
306779-000	THE LEROY A. BOEHL AND MARGARET BOEHL REVOCABLE LIVING TRUST, LEROY A. BOEHL AND MARGARET BOEHL, TRUSTEES	Hawke Enterprises	1/2/2008	TX	DeWitt	249	645
306371-001	ALBERT, JR., Raymond C.	Hawke Enterprises	11/28/2007	TX	DeWitt	249	692
306997-000	MCKEE, Travis ETUX	Hawke Enterprises	1/21/2008	TX	DeWitt	249	647
306363-001	LEWIS, Charles P.	Hawke Enterprises	11/8/2007	TX	DeWitt	243	857
306208-001	BERKEY, Betty Nessly	Hawke Enterprises	9/1/2007	TX	DeWitt	236	392
306208-002	SORREL, III, Marcial	Hawke Enterprises	2/11/2008	TX	DeWitt	250	838
306299-001	MEDINA, Luis (separate property)	Hawke Enterprises	11/28/2007	TX	DeWitt	243	888
306225-000	FORBES, Harry Lynn ETUX	Hawke Enterprises	11/15/2007	TX	DeWitt	243	883
306298-000	ORSAK, Robert R. ETUX	Hawke Enterprises	12/5/2007	TX	DeWitt	243	913
306368-000	BUESING, Christopher Ray	Hawke Enterprises	11/28/2007	TX	DeWitt	249	693
306444-000	CASKEY, Leona	Hawke Enterprises	12/11/2007	TX	DeWitt	249	695
306448-000	BAROS, II, George T.	Hawke Enterprises	12/11/2007	TX	DeWitt	249	694
306833-000	MAURER, Herbie A. ETUX	Hawke Enterprises	12/7/2007	TX	DeWitt	251	628
<del>306993-001</del>	<del>FALES, Earl Thomas</del>	<del>Hawke Enterprises</del>	<del>1/11/2008</del>	<del>TX</del>	<del>DeWitt</del>	<del>249</del>	<del>633</del>
306978-000	DEDEAR, Dennis	Hawke Enterprises	1/14/2008	TX	DeWitt	251	635

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated April 25, 2008, by and between Hawke Enterprises, Assignor, to The Louisiana Land and Exploration Company, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
306995-000	HILEMAN, Carlette Winkler	Hawke Enterprises	1/10/2008	TX	DeWitt	250	835
306996-000	MYERS, Samuel Matthew & MYERS, Amanda Sue	Hawke Enterprises	1/11/2008	TX	DeWitt	250	836
307134-000	DANIEL, Janet Ann	Hawke Enterprises	1/2/2008	TX	DeWitt	251	633
307133-000	DANIEL, Douglas S. ETUX	Hawke Enterprises	1/2/2008	TX	DeWitt	251	631
307262-000	JANICE L. FAULKNER LIVING TRUST, JANICE L. FAULKNER, TRUSTEE	Hawke Enterprises	2/5/2008	TX	DeWitt	250	834
307259-000	DEDEAR, Patricia E. DeBault	Hawke Enterprises	1/29/2008	TX	DeWitt	250	839
307256-000	FIELDS, Phyllis Ann	Hawke Enterprises	2/5/2008	TX	DeWitt	250	840
307340-000	KRAUSE, SR., Herbert Rudolph ETUX	Hawke Enterprises	2/13/2008	TX	DeWitt	251	641
307151-000	EDWARDS, Rosemary Trevino	Hawke Enterprises	1/30/2008	TX	DeWitt	251	634
307184-000	HAAS, Elizabeth Blake	Hawke Enterprises	1/29/2008	TX	DeWitt	251	630
307341-000	PEREZ, Ismael	Hawke Enterprises	1/16/2008	TX	DeWitt	251	637
306998-000	HARTMAN, Wayne L. ETUX	Hawke Enterprises	1/4/2008	TX	DeWitt	251	636
307183-000	FAULKNER, Grace Z., SUTHERLAND, Ada Z., HARRISON, Nic M., HARRISON, Robert Mateer, THE WINSTON L. ZIRJACKS, JR., AND KAY R. ZIRJACKS FAMILY TRUST	Hawke Enterprises	1/2/2008	TX	DeWitt	251	638
305615-000	DUGAT, Raymond ETUX	Hawke Enterprises	10/11/2007	TX	DeWitt	249	696
306294-000	DAVIS, Rita Louise Ross, ROSS, Ralph Lee, ROSS, William R.	Hawke Enterprises	12/3/2007	TX	DeWitt	249	697
306372-001	WARM SPRINGS REHABILITATION FOUNDATION, INC.	Hawke Enterprises	12/4/2007	TX	DeWitt	249	700
307289-001	Leonard Ludwig Pokluda & Texas Veteran Land Board	Hawke Enterprises	11/1/2007	TX	DeWitt	251	627

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated April 25, 2008, by and between Hawke Enterprises, Assignor, to The Louisiana Land and Exploration Company, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
307261-000	KAHLICH, Victor J. ETUX	Hawke Enterprises	1/29/2008	TX	DeWitt	252	345
307306-001	HERMANN, II, Arthur G. ETUX	Hawke Enterprises	1/10/2008	TX	DeWitt	252	349
307342-000	KOENNING, Roy Allan	Hawke Enterprises	1/20/2008	TX	DeWitt	252	343
307338-000	KNEZEK, Brian G. ETUX	Hawke Enterprises	1/18/2008	TX	DeWitt	252	347

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

**END OF EXHIBIT "A"**

After recording, please return to:  
 Hawke Enterprises  
 330 Rayford Road, Suite 196  
 Spring, TX 77386

60367

**Filed for Record**  
 This, the 14th day of Aug 20 08  
 at 1:30 o'clock P. M  
 ELVA PETERSEN, COUNTY CLERK OF  
 DeWitt County, Texas  
*Pamela Brandstetter*  
 Deputy

Return: Hawke Enterprises  
 330 Rayford Rd- Suite 196  
 Spring, TX 77386

STATE OF TEXAS  
 COUNTY OF DEWITT

I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co., Texas.



Date: AUG 14 2008  
 ELVA PETERSEN, COUNTY CLERK  
 BY *[Signature]*  
 Vol. 266 Page 531-544

AMENDMENT TO ASSIGNMENT

STATE OF TEXAS                                   §  
   §    KNOW ALL MEN BY THESE PRESENTS, THAT:  
 COUNTY OF DeWITT                           §

Whereas, by Assignment dated April 25, 2008, effective June 15, 2007, recorded in Volume 266, Page 537, Official Public Records, DeWitt County, Texas ("the Assignment"), Hawke Enterprises, whose address is 5959 West Loop South, Number 202, Bellaire, Texas 77401, Assignor ("Hawke"), assigned certain lands and leases to The Louisiana Land and Exploration Company, with offices at 600 North Dairy Ashford Road, Houston, TX 77079, Assignee ("LL&E").

Whereas, Exhibit A attached to the Assignment contained a mistake in that a lease that was taken directly by Burlington Resources Oil & Gas Company LP should not have been assigned to LL&E.

Whereas, it is the desire of Hawke and LL&E to delete the referenced lease from Exhibit A of the Assignment in order to correct the mistake.

**NOW, THEREFORE**, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Hawke and LL&E do hereby amend and correct Exhibit A attached to the Assignment by deleting the following lease from Exhibit A:

**Earl Thomas Fales, Lessor and Burlington Resources Oil & Gas Company LP, Lessee, dated 1-11-08, recorded in Volume 249, Page 633, Official Public Records, DeWitt County, Texas.**

The provisions hereof shall extend to and be binding upon the successors, legal representatives and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the Leases, subject to the terms hereof, unto Assignee, its successors, its legal representatives and assigns, against the lawful claims of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

DATED this 21<sup>ST</sup> day of February, 2009, but effective as of June 15, 2007.

ASSIGNOR:

HAWKE ENTERPRISES

By: ROP  
Printed Name: Robert D. Portman

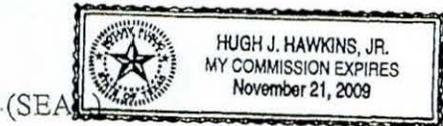
ASSIGNEE:

The Louisiana Land and Exploration Company

By: MB Carlisle  
Printed Name: Mark B. Carlisle  
Title: Attorney-in-Fact

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me this 21<sup>st</sup> day of February 2009, by Robert D. Portman on behalf of Hawke Enterprises.

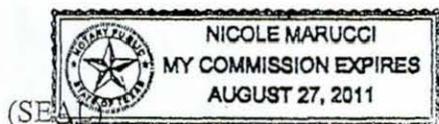


Hugh J. Hawkins Jr.  
Notary Public in and for the State of Texas

Notary's Printed Name: Hugh J. Hawkins Jr.

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me this 26 day of March, 2009, by Mark B. Carlisle, Attorney-in-Fact for The Louisiana Land and Exploration Company.



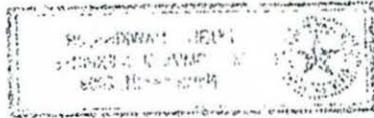
Nicole Marucci  
Notary Public in and for the State of Texas

Notary's Printed Name: Nicole Marucci

REAL PROPERTY ADMIN

585942 MAY 12 8

63711



**Filed for Record**

This, the 6 day of April, 2009  
at 1:15 o'clock P M

ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas

Patricia Mora  
DEPUTY

ret: Hawke Enterprises  
330 Rayford Rd, #196  
Spring, TX 77386

STATE OF TEXAS  
COUNTY OF DEWITT

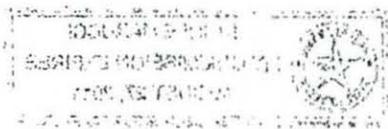
I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co. Texas.

Date APR 06 2009

ELVA PETERSEN, COUNTY CLERK

BY Patricia Mora

Vol. 283 Page 552-554



305469-001

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 PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### PAID UP OIL AND GAS LEASE

PROD 88

THIS LEASE AGREEMENT is made as of the 1st day of September, 2007 between Donald Jansky and wife, Carolyn Jansky, as Lessor (whether one or more), whose mailing address is 6034 North State Highway 119, Yorktown, Texas 78164, and HAWKE ENTERPRISES, as Lessee, whose mailing address is 330 Rayford Road, Suite 196, Spring, Texas 77386. 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. Grant of Leased Premises. 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:

435.48 acres of land, more or less, consisting of three tracts of land located in DeWitt County, Texas and being further described as follows:

**TRACT 1:** 35 acres of land, more or less, out of the Indianola Railroad Survey, Section 55, A-265, and the Indianola Railroad Survey, Section 56, which is also known as the J. W. Stayton Survey, A-675, and being the same land described in that certain Warranty Deed dated May 19, 1951, from Mrs. Adeline Wolf, widow of Henry Wulf, deceased, and Leslie Wulf, a single man, and Henry Wulf, Jr., a single man, as Grantor, to Charles A. Jansky, as Grantee, and being recorded in Volume 131, at Page 124, of the Deed Records of DeWitt County, Texas.

**TRACT 2:** 50 acres of land, more or less, out of the Indianola Railroad Survey, Section 55, A-265, and the Indianola Railroad Survey, Section 56, which is also known as the J. W. Stayton Survey, A-675, and being the same land described in that certain Warranty Deed dated November 17, 1949, from Henry Wulf and Adeline Wulf, husband and wife, as Grantor, to Charles A. Jansky, as Grantee, and being recorded in Volume 128, at Page 383, of the Deed Records of DeWitt County, Texas.

**TRACT 3:** 65 acres of land, more or less, out of the Indianola Railroad Survey, Section 56, which is also known as the Charles Fassett Survey, A-518, and being the same land described in that certain Warranty Deed dated October 21, 1949, from John Jansky and Amelia Jansky, husband and wife, as Grantor, to Charles A. Jansky and Edna Jansky, as Grantee, and being recorded in Volume 128, at Page 291, of the Deed Records of DeWitt County, Texas.

**TRACT 4:** 166.8 acres of land, more or less, out of the Indianola Railroad Survey, Section 55, A-265, and being the same land described in that certain Warranty Deed dated March 12, 1970, from Alma Richter, a single person, widow of Joe Richter, as Grantor, to Donald Jansky, a single person, as Grantee, and being recorded in Volume 180, at Page 442, of the Deed Records of DeWitt County, Texas.

**TRACT 5:** 66.18 acres of land, more or less, out of the Indianola Railroad Survey, 4-275, DeWitt County, Texas, and being the same land described in that certain Warranty Deed dated March 17, 2000, from Robert Lee Ibrom and wife, Shirley Ann Ibrom, as Grantor, to Donald Jansky and wife, Carolyn Jansky, as Grantee, and being recorded in Volume 71, page 307, of the Official Public Records of DeWitt County, Texas.

**TRACT 6:** 52.5 acres of land, more or less, out of the Indianola Railroad Survey No. 58, A-581, also being known as the Franklin Fassett Survey, A-581, DeWitt County, Texas, and being the same land described in that certain Warranty Deed dated April 28, 2003, from Daniel B. Blake, IV, as Grantor, to Donald Jansky and wife, Carolyn Jansky, as Grantee, and being recorded in Volume 129, page 102, of the Official Public Records of DeWitt County, Texas.

**For additional provisions to this lease please see ADDENDUM attached hereto and made a part hereof.**

in the **County of DeWitt**, State of Texas, containing 435.48 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 ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" 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 land, 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 payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Ancillary Rights. The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, 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 explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands pooled therewith. 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 or unitized therewith, the ancillary rights granted herein shall apply to the entire leased premises, notwithstanding any partial release or other partial termination of this lease. 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 500 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's 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.

3. Term of Lease. This lease shall be in force for a primary term of 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 or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

TOBVL

4. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized 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 this lease 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 further 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 or unitized therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 90 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized 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 or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

5. Shut-in Royalty. If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances 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 sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90-day period and thereafter on or before each anniversary 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 under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90-day period after the end of the period next following the cessation of such operations or production, as the case may be. 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.

6. Royalty Payment. For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive as its royalty 20% of the sales proceeds actually received by lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arm's-length transaction that is utilized.

7. Pooling. 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 drilling or 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 creation of a unit by such pooling shall be based on the following criteria (hereinafter called pooling criteria): A unit for an oil well (other than a horizontal completion) shall not exceed 40 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 allowed, 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 governmental 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 a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling, which date shall not be earlier than the actual filing of unit designation. 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 on 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 acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. 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 allowed, prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent 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.

8. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties 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. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

9. **Ownership Changes.** 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 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 in the credit of decedent or decedent's estate. 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 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.

10. **Release of Lease.** 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 less than all of the interest or 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.

11. **Regulation and Delay.** 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 regulation of the price or transportation 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 provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation 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. **Warranty of Title.** 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. **Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

15. **Other Provisions.** Additional terms of this Lease are set forth on Addendum Exhibit A attached hereto and incorporated herein by reference.

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.

*THIS DOCUMENT IS SIGNED AND EXECUTED ON THE ATTACHED ADDENDUM WHICH IS MADE A PART HEREOF FOR ALL PURPOSES*

## ADDENDUM Exhibit A

Attached to and by reference made a part of that certain Oil and Gas Lease dated September 1, 2007 by and between Donald Jansky and wife, Carolyn Jansky, Lessor, and Hawke Enterprises, Lessee.

It is hereby agreed between the parties hereto that the following provisions shall be incorporated in and become a part of the above described Oil and Gas Lease, to wit:

16. Notwithstanding anything in this Lease to the contrary, it is agreed and understood by Lessor and Lessee that all royalty on oil and gas referred to in this agreement as one-eighth (1/8th) shall be amended and changed to be twenty percent (20%).

17. It is understood and agreed that this Lease covers oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and reproduced therewith, including sulphur), and that all minerals other than oil and gas are excluded herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from Lessee are coal, uranium and lignite. Whenever used in this lease, the word "operations" shall mean only the actual drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in an endeavor to obtain production of oil or gas in paying quantities, conducted in good faith and with due diligence. In order to maintain this Lease past the primary term, a well must have actually been spudded on the leased premises or on land pooled therewith prior to the expiration of the primary term.

18. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon or production from such unit or units will not maintain this Lease in force as to any land not included in such unit or units. The Lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, but without regard to such unitized production or operations within such unitized area.

19. The right to maintain this lease in force beyond the primary term by paying shut-in gas royalty as set out in Paragraph 5 above, is a recurring right which may be exercised by the Lessee from time to time, but shall not exceed an aggregate or cumulative period of time of more than three (3) years. Lessee shall pay to Lessor \$25.00 per net mineral acre per year, during any period of shut in.

20. At the end of each drilling operation, or the cessation of production from a well on the premises including the removal of facilities in connection with production, the Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as practicable and Lessee shall level all pits or excavations made by it in its operations hereunder promptly after the termination of its use thereof and shall construct and maintain fences surrounding such pits or excavations to turn livestock until such time as said pits or excavations are leveled. Lessee shall pay for all injury or damage done or caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, trees, turf, cultivated lands, growing crops or other improvements on said land or to its livestock on said land and reasonable compensation for all use or damage to the surface estate. Also it is expressly agreed and provided that if any salt water or other deleterious substances shall come from or in any manner be extracted or produced from said well or as the result of any drilling operations then Lessee, his successors and/or assigns shall not permit the same to flow on and over Lessor's land, but shall confine the same in pits or excavations adjacent to the drill site. Lessee shall construct and maintain all livestock enclosures, whether boundary fences or cross fences, at such points where Lessee shall enter the premises or cross same, either by substantial gates or effective cattle guards and if cattle guards be used at any public road entrance, must warn by appropriate signs against trespassing and stating same to be a private entrance. Lessee shall have the right during or within six months after the expiration of this lease to remove all machinery and fixtures placed on the leased premises, including the right to draw and remove casing.

Lessee agrees to cooperate and consult with Lessor in all its operations on the surface estate so that Lessee's operations will interfere as little as possible with Lessor's use of the surface. Prior to conducting any operations on the leased premises, Lessee will consult with Lessor in the location of all wells, roads, pipelines, gates, pump stations, compressors, tank batteries, separators and other equipment so as to minimize disruption of Lessor's surface operations. Lessee agrees to bury all pipelines, flowlines, or salwater disposal lines laid for any purpose hereunder at least thirty six inches (36) below the surface of the earth.

Notwithstanding the general terms of grant contained in this lease, it is not intended to and does not include the right and privilege of Lessee to erect and maintain refining facilities, or any other extraction or treating facilities not directly related to the production, treatment, and recovery of oil, gas, sulphur and other leased minerals from this lease only, and all such facilities shall be only those reasonably necessary for production, treatment and recovery of such leased substances from this lease.

No hunting and fishing rights or privileges are granted or conveyed hereby. Lessee agrees not to permit any of its employees, agents, contractors, or subcontractors to hunt, fish, or carry any firearms on any part of the leased premises.

21. Lessee shall not have the right to use water from Lessor's tanks, ponds, wells, or facilities for any operations hereunder without Lessor's prior consent. Lessee shall, after the cessation of use of any water well drilled by Lessee on said lands, and prior to the plugging or removal of the casing therefrom, tender such water well or wells to the surface owner, and if the surface owner shall elect to accept said well, such water wells shall be and become the property of the surface owner; provided, however, that Lessee shall have the right to use such well or wells at any time during the continuance of this Lease in connection with Lessee's operations on such lands. If the surface owner elects to accept said well, the Lessee and surface owner shall both sign a water wellbore quitclaim assignment, bill of sale and release under which the Lessee shall convey the wellbore to the surface owner.

22. Lessee shall furnish Lessor with a copy of any assignment of this Lease or any interest therein within thirty (30) days after its execution.

23. Notwithstanding anything hereinabove to the contrary, it is expressly agreed and provided that units pooled for gas, distillate, and/or condensate shall not exceed one hundred sixty (160) acres plus a tolerance of ten percent (10%) from the surface down to four thousand (4,000') feet or three hundred twenty (320) acres plus a tolerance of ten (10%) percent for a depth of four thousand (4,000') feet down to nine thousand five hundred (9,500') feet below the surface of the earth, and shall not include more than six hundred forty (640) acres plus a tolerance of ten (10%) percent for any depth more than nine thousand five hundred (9,500') feet below the surface of the earth. Larger units may be formed only in the event a well or wells are drilled using horizontal drilling techniques which result in a horizontal well bore, as that term is defined by the Railroad Commission of the State of Texas, and such increased size is permitted or required by rule or order of said Railroad Commission for obtaining maximum allowable or for the drilling or operation of such specific well. If at the time of creation of any gas unit comprising all or a part of the herein leased premises, special Field Rules of the Railroad Commission of Texas applicable to said premises provide for spacing on the basis of less than maximum pooled acreage limitations as set forth in this paragraph, then the leased premises or portion or portions thereof may only be so pooled in order to create a unit or units in compliance with such rules and regulations.

24. If at the expiration of the primary term hereof, this Lease shall still be in effect, this Lease shall then terminate as to all undeveloped portions of the acreage covered by this Lease, except as hereinafter provided. It shall be conclusively deemed that each vertical well classified by law, rules, regulations or orders of the Railroad Commission of Texas, as either an "oil" well or "gas" well, Lessee shall earn, hold, and retain as developed acreage the number of acres plus a tolerance of ten (10%) percent in each instance provided for in the following schedule, viz: (i) For oil wells producing from a formation at a depth of less than four thousand (4,000') feet below the surface - forty (40) acres; (ii) For oil wells producing from a depth of less than nine thousand five hundred (9,500') feet below the surface but more than four thousand (4,000') feet below the surface - eighty (80) acres; (iii) For oil wells producing from a formation more than nine thousand five hundred (9,500') feet below the surface - one hundred sixty (160) acres; (iv) For gas wells producing from a

formation at a depth of less than four thousand (4,000') feet below the surface - one hundred (160) acres; (v) For gas wells producing from a formation at a depth of more than four thousand (4,000') feet and less than nine thousand five hundred (9,500') feet below the surface - three hundred twenty (320) acres; (vi) For gas wells producing from a formation at a depth of more than nine thousand five hundred (9,500') feet below the surface - six hundred forty (640) acres; (vii) the size and scope of the units above provided for may be increased to the largest configuration prescribed or permitted under applicable law or regulations pursuant to orders and field rules of the Railroad Commission of Texas as provided to obtain a maximum production allowable. Operations such as drilling or reworking wells, on the date of expiration of the primary term, resulting in a well capable of producing oil or gas (or both) in paying quantities, shall have conclusively deemed to have fully developed the same acreage as that above stated for wells completed as producers on or before such date of the expiration of the primary term. Wells producing both oil and gas shall be gas wells for the purpose of determining the acreage held. All acreage within a pool or unit, at the date of expiration of the primary term, shall be considered developed acreage. Lessee shall, within one hundred twenty (120) days after the expiration of the primary term or if operations such as drilling or reworking wells which may be in progress on the date of the expiration of the primary term, within one hundred twenty (120) days after such operations shall have ceased, file in the County Clerk's Office of the county the land is located, a designation of the area determined to be "developed acreage" and such designation shall, when filed, have the effect of maintaining this Lease as to such area defined as "developed acreage" only and releasing all such area not included in this designation or otherwise continued in force and effect by other designations or operations for wells on the leased premises or lands pooled with leased premises. Lessee may continue to use roads, storage facilities, pipelines, and other facilities established and installed for Lease production, even though Lessee shall release the acreage upon which same are situated under this paragraph, for Lessee's use as to the production from the unreleased premises.

25. Payments of royalty under the terms of this lease shall never bear or be charged with, either directly or indirectly, any part of the costs or expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating, post-production expenses, marketing or otherwise making the oil or gas ready for sale or use, nor any costs of construction, operation or depreciation of any plant or other facilities for processing or treating said oil or gas. Anything to the contrary herein notwithstanding, it is expressly provided that the terms of this paragraph shall be controlling over the provisions of Paragraph 3 of this lease to the contrary and this paragraph shall not be treated as surplusage despite the holding in the cases styled AHeritage Resources, Inc., v. Nationsbank, 939 S.W. 2d 118 (Tex. 1996) and AJudice v. Mewbourne Oil Co., 939 S.W. 2d 135-36 (Tex. 1996)..

26. At the end of the primary term hereof or if drilling or reworking operations are then being conducted, one hundred twenty (120) days after such operations have been completed with a lapse of no more than one hundred twenty (120) days between such periods of operations, this Lease shall automatically expire as to all depths lying deeper than one hundred (100) feet below the deepest depth drilled on the leased premises or acreage unitized therewith.

27. On all gas produced from said land including casinghead gas, residue gas sold at the tailgate of a plant, and other gaseous substances, Lessee shall pay to Lessor as royalty, one-fifth (1/5) of the Market Value of the gas so produced. For all gas, the royalty shall be paid on the basis of the calculated MMBtu's at the well. For the purposes of this Lease and subject to the provisions of Sections below, the term "Market Value" shall mean the index price per MMBtu published for Houston Ship Channel under the heading "East Texas" for Market Center Spot Gas Prices as published in the first of the month edition of Platt's Inside FERC's Gas Market Report ("Inside FERC") for the month of production (hereinafter referred to as the "Reference Price"), less \$0.15 per MMBtu.

As to royalty calculations under the above paragraph, it is agreed that if Inside FERC or a successor publication, is no longer reported or published, then Gas Daily (published by Financial Times Energy) shall be used as a substitute publication. The price used in Gas Daily shall be Houston Ship Channel, under the title "East-Houston-Katy" listed in the Monthly Contract Index Table published on the first business day of each month.

In no event shall royalty be calculated on oil or gas at a price less than that actually received and realized by Lessee, its successors or assigns, in a sale of the oil or gas, for its complimentary interest in such oil or gas

28. If oil or gas is discovered upon leased premises or acreage pooled therewith, then if during any calendar year (annual period) beginning on January 1st of the year immediately following the expiration of the primary term, the total royalty payments (including any shut-in payments) and rentals made to Lessor under this Lease amount to a sum which is less than Twenty-five dollars and No/100 (\$25.00) per acre to the number of acres as to which this Lease is in force at the commencement of such annual period, then within ninety (90) days following the end of any such annual period, Lessee shall pay or tender to Lessor or to Lessor's credit in the depository bank designated elsewhere in this Lease a sum equal to the difference between the total payments made under this Lease to Lessor during such annual periods and the herein designated minimum amount of Twenty-five and No/100 (\$25.00) per acre. The term "Lessor" within the meaning of this paragraph shall mean the aggregate of all parties to receive royalties hereunder. In the event this Lease covers less than the full fee simple estate in the oil, gas and other minerals covered by this Lease in the lands above described, then the aggregate amount of said guaranteed minimum annual royalty payments shall be reduced proportionately.

29. In the event a well is drilled in which the horizontal component of the gross completion interval exceeds one hundred fifty (150) feet in length ("horizontal completion well"), pooling shall be on a surface acreage basis (defined below) to include the length of the horizontal drainhole beginning at a point where the horizontal drainhole penetrates the correlative interval and extending to the terminus of such horizontal drainhole. For the purpose of this provision, "terminus", "horizontal drainhole" and "correlative interval" shall be defined in accordance with the Rules and Regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The diagonal of said units shall comply with the Rules and Regulations of said Authority. "Surface acreage basis" means the production on which the Lessor's royalty is calculated shall be that portion of total unit production which the surface acreage covered by this lease and included in the unit bears to the total surface acreage in the unit. The size of the unit for a horizontal completion well with a drill site located at the above described property or in which the above described property is pooled where the drill site is located off the leased premises shall not exceed the unit size permitted by the Railroad Commission of Texas. In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, as to any horizontally completed well, Lessee may amend such written designation of unit to increase or decrease the acreage, include or exclude specific leases or tracts as well as redefine the vertical limits of the productive zone. If such unit is filed and amended, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent 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 under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date for any unit formed for horizontal drainhole wells under this paragraph for any revision thereof shall be the date set forth as the effective date by lessee in the written declaration that is filed of record for such unit or revision thereof.

30. The payment of royalty shall be made within one hundred twenty 120 days following the first sale of production from, or the allocation of production to the leased premises, unless otherwise precluded by title examination and/or curative requirements, and in the event such, Lessee will advise Lessor. Thereafter, all royalty shall be payable monthly. Lessee agrees to pay, in addition to the royalties due Lessor, interest on said royalty payments at the rate of ten (10%) percent per annum from the date such royalty payments were due until payments are actually received by Lessor. In the event Lessee shall fail to deliver or mail such royalty payments timely, and payment shall not be made within ten (10) days after written demand by such royalty owner to Lessee, a late penalty in the amount of five (5%) percent of the delinquent amount shall be due and payable by Lessee to such royalty owner, on or before the next 20th day of the month. A bona fide dispute or question as to the title, entitlement or legal status of the royalty owner, or multiple claims of others where Lessee may be subject to duplicate liability shall excuse liability for the late penalty or delay of accrual of interest until such matter be resolved.

31. Lessee, its successors and assigns, shall be solely responsible and liable for dealing with, controlling and disposing of all pollutants and hazardous substances attributable to the Lessee, its successors and assigns, and will protect and defend Lessor against any claim, charge, assessment, damages, expense, fine or penalty incurred, along with reasonable attorney fees, incurred in defense of Lessor as a result of any operations of action taken under this easement or as a result of the right granted under this Lease.

32. If there are royalty interests in oil and gas in the leased premises now owned by parties other than Lessor, Lessor makes no warranty or representation that this lease grants Lessee the power or authority to pool such royalty interests, but in the event of pooling hereunder Lessor's royalty on production from the pooled unit shall be calculated and paid as if Lessee had the power, and had exercised the power to pool such royalty interests, whether or not Lessee in fact has such authority.

33. Lessee agrees to provide written notice to Lessor of Lessee's entry upon the leased premises to drill. Lessee agrees to furnish Lessor, upon request, copies of all title opinions covering the leased premises, copies of all filings made by Lessee with the Railroad Commission of Texas pertinent to drilling and completing wells on the leased premises or lands pooled therewith, and all log runs and all information and data in regard to wells drilled hereon or on lands pooled herewith. All such information shall be furnished within six months from the date of such request.

34. Lessee agrees to defend, indemnify and hold harmless, Lessor and Lessor's heirs, successors, representatives and assigns ("Indemnities") from and against all claims, demands and causes of action for injury (including death) or damage to persons or property arising out of or incidental to or resulting from the operations of or for Lessee or Lessee's servants, agents, employees, guests, licenses, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnities by reason of such claim or claims, including attorneys' fees, court costs, and costs of discovery; and each assignee of this lease or an interest therein agrees to indemnify and hold harmless indemnities in the same manner provided above. Such indemnity shall apply to any claim arising out of operations conducted under or pursuant to this lease, howsoever caused.

35. Lessee shall have the right to conduct geophysical and seismic operations on the leased premises. If such operations are conducted, Lessee shall be required to compensate the surface owner or tenant, but not both, for ordinary damages, if any, to the described lands resulting from said seismic operations, based on the rate of \$15.00 per acre for 3D seismic surveys. Ordinary damages shall not include damages that may result from Lessee or its agents' negligence, or damages to buildings, livestock, fences, tanks, water wells and, without limitation, all other property (hereafter "extraordinary damages") of the surface owner or tenant situated on the surface of the Leased Premises. Lessee shall pay the surface owner or tenant, as the case may be, in addition to ordinary damages for all extraordinary damages resulting from Lessee's operations on the Leased Premises. The surface owner or tenant shall be paid in advance of any seismic operations the estimated compensation for ordinary damages anticipated in relation to such seismic survey and upon completion of such operations, such compensation will be adjusted to account for any variations as to actual acreage or distances of lines, and will be supplemented with payment for any extraordinary damages occasioned by the surface owner or tenant by Lessee's operations. Lessee shall conduct said seismic operations and surveys or cause same to be conducted in accordance with standards and procedures generally accepted and applied in the industry, and in compliance with any applicable laws and regulations.

36. Notwithstanding anything 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, Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying one time sum of \$150.00 per net mineral acre for each acre so extended to Lessor or to Lessor's credit in any depository named in this lease and set out below and payment or tender to any participant of his portion of the payment hereunder shall maintain this lease as to such participant. All of the provisions of this lease relating to any payment based on acreage shall be made in accordance with the number of net acres then covered by the lease as extended. Should this option be exercised as herein provided, it shall be considered as though this lease originally provided for a primary term of five (5) years for the acreage so extended, though to the extent all provisions hereof should be harmonized

37. The foregoing agreements and provisions shall supersede and govern the provisions in the printed text of this Lease to the contrary and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease is effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties named herein as Lessor.

**LESSOR:**

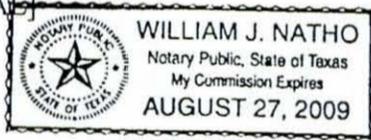
  
DONALD JANSKY

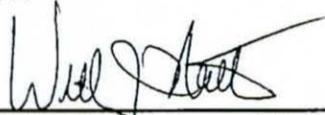
  
CAROLYN JANSKY

STATE OF TEXAS           §  
COUNTY OF               §

This instrument was acknowledged before me on the 3rd day of October, 2007, by DONALD JANSKY and CAROLYN JANSKY.

[SEAL]



  
Notary Public, State of Texas

AFTER RECORDING,  
PLEASE RETURN TO:

HAWKE ENTERPRISES  
330 RAYFORD ROAD #196  
SPRING, TX 77386

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF DE WITT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THAT on the 1st day of September, 2007, Donald Jansky and wife, Carolyn Jansky, whose address is, 6034 North State Highway 119, Yorktown, Texas 78164, hereinafter called "LESSOR", did enter into and deliver unto HAWKE ENTERPRISES whose address is 330 Rayford Road, Suite 196, Spring, Texas 77386, hereinafter called "LESSEE", that certain Oil and Gas Lease, covering 435.48 acres of land, more or less, in DeWitt County, Texas, said lands being more fully described as follows, to wit:

435.48 acres of land, more or less, consisting of three tracts of land located in DeWitt County, Texas and being further described as follows:

TRACT 1: 35 acres of land, more or less, out of the Indianola Railroad Survey, Section 55, A-265, and the Indianola Railroad Survey, Section 56, which is also known as the J. W. Stayton Survey, A-675, and being the same land described in that certain Warranty Deed dated May 19, 1951, from Mrs. Adeline Wulf, widow of Henry Wulf, deceased, and Leslie Wulf, a single man, and Henry Wulf, Jr., a single man, as Grantor, to Charles A. Jansky, as Grantee, and being recorded in Volume 131, at Page 124, of the Deed Records of DeWitt County, Texas.

TRACT 2: 50 acres of land, more or less, out of the Indianola Railroad Survey, Section 55, A-265, and the Indianola Railroad Survey, Section 56, which is also known as the J. W. Stayton Survey, A-675, and being the same land described in that certain Warranty Deed dated November 17, 1949, from Henry Wulf and Adeline Wulf, husband and wife, as Grantor, to Charles A. Jansky, as Grantee, and being recorded in Volume 128, at Page 383, of the Deed Records of DeWitt County, Texas.

TRACT 3: 65 acres of land, more or less, out of the Indianola Railroad Survey, Section 56, which is also known as the Charles Fassett Survey, A-518, and being the same land described in that certain Warranty Deed dated October 21, 1949, from John Jansky and Amelia Jansky, husband and wife, as Grantor, to Charles A. Jansky and Edna Jansky, as Grantee, and being recorded in Volume 128, at Page 291, of the Deed Records of DeWitt County, Texas.

TRACT 4: 166.8 acres of land, more or less, out of the Indianola Railroad Survey, Section 55, A-265, and being the same land described in that certain Warranty Deed dated March 12, 1970, from Alma Richter, a single person, widow of Joe Richter, as Grantor, to Donald Jansky, a single person, as Grantee, and being recorded in Volume 180, at Page 442, of the Deed Records of DeWitt County, Texas.

TRACT 5: 66.18 acres of land, more or less, out of the Indianola Railroad Survey, A-275, DeWitt County, Texas, and being the same land described in that certain Warranty Deed dated March 17, 2000, from Robert Lee Ibrom and wife, Shirley Ann Ibrom, as Grantor, to Donald Jansky and wife, Carolyn Jansky, as Grantee, and being recorded in Volume 71, page 307, of the Official Public Records of DeWitt County, Texas.

TRACT 6: 52.5 acres of land, more or less, out of the Indianola Railroad Survey No. 58, A-581, also being known as the Franklin Fassett Survey, A-581, DeWitt County, Texas, and being the same land described in that certain Warranty Deed dated April 28, 2003, from Daniel B. Blake, IV, as Grantor, to Donald Jansky and wife, Carolyn Jansky, as Grantee, and being recorded in Volume 129, page 102, of the Official Public Records of DeWitt County, Texas.

The abovementioned Oil and Gas Lease provides for a three (3) year primary term from August 9, 2007 (unless extended pursuant to the terms therein) and contains an option to extend the primary term for an additional two (2) years, and is subject to all other terms and provisions set forth in said Oil and Gas Lease. A copy of said Oil and Gas Lease is in the possession of Lessor and Lessee, named herein.

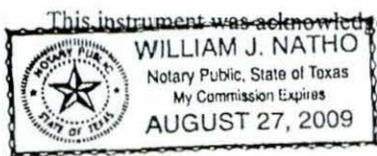
This Memorandum may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Memorandum. Should less than all the named Lessors execute this Memorandum, this Memorandum and its respective Oil and Gas Lease shall be binding on those who are signatories.

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

Donald Jansky signature and name

Carolyn Jansky signature and name

STATE OF TEXAS §
COUNTY OF Dewitt §

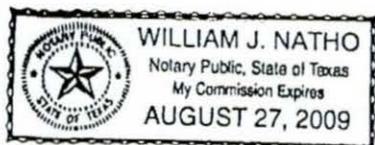


This instrument was acknowledged before me on this 3 day of October, 2007, by Donald Jansky.

Notary Public signature and name

STATE OF TEXAS §
COUNTY OF Dewitt §

This instrument was acknowledged before me on this 3 day of October, 2007, by Carolyn Jansky.



Notary Public signature and name



After recording return to:
Hawke Enterprises
330 Rayford Road, Suite 196
Spring, Texas 77386

56239

Filed for Record

This, the 14th day of Dec. 20 07  
at 1:30 o'clock P. M

ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas

*Sam Brandt*  
Deputy

Hawke Enterprises

STATE OF TEXAS  
COUNTY OF DEWITT  
I hereby certify that this instrument  
was filed on the date & time stamped  
hereon by me & was duly recorded  
in the Volume & Page of the Official  
Public Records of DeWitt Co. Texas.

DEC 14 2007

ELVA PETERSEN, CO. CLERK  
BY: *Sam Brandt*  
Vol. 243 Page 804-805

NOTICE OF EXERCISE OF OPTIONS TO EXTEND MINERAL LEASES

STATE OF TEXAS

COUNTY OF DEWITT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BURLINGTON RESOURCES OIL & GAS COMPANY LP, a Delaware limited partnership, whose address is PO Box 2197, Houston, Texas, 77252-2197 (herein referred to as "Lessee") is the owner of those certain oil, gas and mineral leases identified on Exhibit "A" attached hereto and made a part hereof for all purposes (herein referred to as "Mineral Leases"); and

WHEREAS, each of the Mineral Leases provide that the primary term may be extended at any time prior to the expiration of the original primary term period by tendering to the respective lessor(s) the option bonus prescribed in the lease via check or draft tendered to the depository bank named in the lease or mailed to the lessor(s) at the addresses provided in said Mineral Lease (or such other address as lessor may subsequently furnish Lessee via written notice); and

WHEREAS, the Mineral Leases further provide that should the option to extend the primary term be exercised, it shall be considered for all purposes as if the original primary term in each of such Mineral Leases was for a period of five (5) years; and

WHEREAS, Lessee has elected to exercise the option to extend the primary term of each of the Mineral Leases identified in Exhibit "A" attached hereto by tendering payment by check or draft as set forth in said Mineral Leases.

NOW, THEREFORE, Lessee hereby places third parties on notice that it has exercised the option to extend the primary term of the Mineral Leases described on Exhibit "A" attached hereto to a total of five (5) years in each of such leases by tendering the consideration recited in the respective Mineral Leases by check or draft in accordance with the terms, conditions and provisions of the respective Mineral Leases.

IN WITNESS WHEREOF, this Notice of Exercise of Options to Extend Mineral Leases has been executed on this 3rd day of March, 2010.

Burlington Resources Oil & Gas Company LP  
by BROG GP Inc., its sole General Partner

By: [Signature]  
Mark B. Carlisle, Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 3rd day of March, 2010, by Mark B. Carlisle, Attorney-in-Fact of BROG GP Inc., acting as sole general partner of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, on behalf of said limited partnership.

My commission expires:  
12-11-2010

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

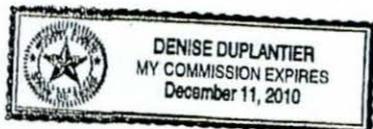


EXHIBIT "A"  
TO  
NOTICE OF EXERCISE OF OPTIONS TO EXTEND MINERAL LEASES

LEASE NUMBER	LESSOR	EFFECTIVE DATE	ORIGINAL LESSEE	STATE	COUNTY	RECORDING BOOK	INFORMATION PAGE
303680-000	John Paul Guidry	February 19, 2007	Premiere Land Services LLC	TEXAS	DE WITT	224	296
303701-000	Edwin O Rossow et ux	March 7, 2007	Hawke Enterprises	TEXAS	DE WITT	236	415
303750-000	William Dworaczyk	February 2, 2007	Premiere Land Services LLC	TEXAS	DE WITT	224	288
303857-000	Andrew M Hodge	April 9, 2007	Hawke Enterprises	TEXAS	DE WITT	222	481
303860-000	Teddy W Aven et ux	April 18, 2007	Hawke Enterprises	TEXAS	DE WITT	226	358
303973-000	Florian Konczewski et ux	April 11, 2007	Hawke Enterprises	TEXAS	DE WITT	226	360
303974-000	Herman Konczewski	April 11, 2007	Hawke Enterprises	TEXAS	DE WITT	226	353
304044-001	Arlen Mueller et ux	March 14, 2007	Hawke Enterprises	TEXAS	DE WITT	222	495
304061-000	Alton Ray Jalufka et ux	February 21, 2007	Hawke Enterprises	TEXAS	DE WITT	222	485
304063-000	Sarah Aronstein et al	February 27, 2007	Hawke Enterprises	TEXAS	DE WITT	222	483
304065-000	Lackey Land Limited	February 23, 2007	Hawke Enterprises	TEXAS	DE WITT	222	489
304081-000	Jennie Lynn Hardesty	April 17, 2007	Hawke Enterprises	TEXAS	DE WITT	226	362
304082-000	Martin Luther Wolter et ux	April 17, 2007	Hawke Enterprises	TEXAS	DE WITT	226	366
304083-000	Leona Riedesel	January 30, 2007	Hawke Enterprises	TEXAS	DE WITT	222	487
304150-000	Granberry Partners LTD	April 26, 2007	Hawke Enterprises	TEXAS	DE WITT	226	364
304155-000	Bargmann Family Trust	February 14, 2007	Hawke Enterprises	TEXAS	DE WITT	222	501
304156-000	Bargmann Family Trust	February 14, 2007	Hawke Enterprises	TEXAS	DE WITT	222	499
304160-000	L C Thiele et ux	February 21, 2007	Hawke Enterprises	TEXAS	DE WITT	270	406
304219-000	Johanna Wild	May 3, 2007	Hawke Enterprises	TEXAS	DE WITT	226	374
304220-000	Jerome R Wild et ux	May 3, 2007	Hawke Enterprises	TEXAS	DE WITT	236	417
304222-000	Robert H Meischen et ux	April 30, 2007	Premiere Land Services LLC	TEXAS	DE WITT	225	793
304224-000	Robert T Meischen et al	April 30, 2007	Premiere Land Services LLC	TEXAS	DE WITT	229	38
304226-000	Virginia Willmeth	May 7, 2007	Hawke Enterprises	TEXAS	DE WITT	226	357
304227-000	Robert T Meischen et ux	April 30, 2007	Premiere Land Services LLC	TEXAS	DE WITT	225	789
304228-000	Robert T Meischen et ux	April 30, 2007	Premiere Land Services LLC	TEXAS	DE WITT	225	791
304234-000	Paul V Gray et ux	May 8, 2007	Hawke Enterprises	TEXAS	DE WITT	236	423
304246-000	Clifford Dwayne Parker et ux	July 30, 2007	Hawke Enterprises	TEXAS	DE WITT	233	722
304252-000	Arthur Garrett Miller et ux	April 25, 2007	Hawke Enterprises	TEXAS	DE WITT	226	418
304253-000	Jerald J Rossett et ux	May 8, 2007	Premiere Land Services LLC	TEXAS	DE WITT	226	895
304254-000	Jerald J Rossett et ux	May 8, 2007	Premiere Land Services LLC	TEXAS	DE WITT	226	894
304255-001	Jerald J Rossett et ux	May 8, 2007	Premiere Land Services LLC	TEXAS	DE WITT	226	893

304255-002	Daoline Harms	May 8, 2007	Premiere Land Services LLC	TEXAS	DE WITT	229	037
304256-000	Jerald J Rossett et ux	May 8, 2007	Premiere Land Services LLC	TEXAS	DE WITT	243	846
304260-000	Rinehold Borchardt	May 16, 2007	Hawke Enterprises	TEXAS	DE WITT	243	889
304262-001	Otto Lee Koenning	May 29, 2007	Hawke Enterprises	TEXAS	DE WITT	236	421
304262-002	Margie Ann Dickerson	May 29, 2007	Hawke Enterprises	TEXAS	DE WITT	236	419
						236	374
						236	376
304280-000	Darvin Mueller et al	May 11, 2007	Hawke Enterprises	TEXAS	DE WITT	236	378
304318-000	Cody Jalufka	April 26, 2007	Hawke Enterprises	TEXAS	DE WITT	226	370
304327-000	Hollis Baker	March 1, 2007	Hawke Enterprises	TEXAS	DE WITT	222	507
304328-000	Jerry Wayne Schmiedlin et ux	February 21, 2007	Hawke Enterprises	TEXAS	DE WITT	222	505
304329-000	Karen Kay Lukes	March 15, 2007	Hawke Enterprises	TEXAS	DE WITT	222	509
304331-000	Alton Ray Jalufka et ux	March 15, 2007	Hawke Enterprises	TEXAS	DE WITT	222	503
304415-000	Michael P Klein et ux	June 5, 2007	Hawke Enterprises	TEXAS	DE WITT	236	452
304531-000	Rinehold Borchardt et al	May 16, 2007	Hawke Enterprises	TEXAS	DE WITT	243	841
304581-000	Bennie Drabek et ux	June 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	725
304583-000	Leon J Respondek et ux	June 15, 2007	Hawke Enterprises	TEXAS	DE WITT	233	727
304584-000	Leon J Respondek et ux	June 15, 2007	Hawke Enterprises	TEXAS	DE WITT	233	729
304585-000	Frances Warzecha	June 20, 2007	Hawke Enterprises	TEXAS	DE WITT	233	724
						233	720
						233	721
304589-000	L C Sievers et al	July 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	766
304699-000	Eugene Ibrom	July 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	737
304700-000	Robert Lee Ibrom et ux	July 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	741
304701-000	Hollis O Baker	July 11, 2007	Hawke Enterprises	TEXAS	DE WITT	233	743
304702-000	David Ibrom et ux	July 3, 2007	Hawke Enterprises	TEXAS	DE WITT	233	716
304703-000	Catherine Kolodziejcyk et vir	July 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	745
304705-000	Robert Lee Ibrom	July 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	735
304707-000	Daniel Ibrom et ux	July 13, 2007	Hawke Enterprises	TEXAS	DE WITT	233	739
304709-000	Patricia Gail Ibrom et vir	July 3, 2007	Hawke Enterprises	TEXAS	DE WITT	233	714
304710-000	Shirley R Crain	July 11, 2007	Hawke Enterprises	TEXAS	DE WITT	233	758
304711-000	Melvin Straube et ux	July 11, 2007	Hawke Enterprises	TEXAS	DE WITT	233	750
304723-000	Marvin C Koopmann	July 17, 2007	Hawke Enterprises	TEXAS	DE WITT	233	754
304771-001	Frank Kulik et ux	July 20, 2007	Hawke Enterprises	TEXAS	DE WITT	233	733
304772-000	Warren Lemke et ux	July 20, 2007	Hawke Enterprises	TEXAS	DE WITT	233	760
304783-000	Robert Edward Motl et al	July 23, 2007	Hawke Enterprises	TEXAS	DE WITT	243	833
304842-000	Alvin Stanchos Jr	July 27, 2007	Hawke Enterprises	TEXAS	DE WITT	233	756

304865-000	Isabell Ann Van Beveren	July 27, 2007	Hawke Enterprises	TEXAS	DE WITT	233	752
304868-000	James Jendry	August 1, 2007	Hawke Enterprises	TEXAS	DE WITT	236	384
304870-001	David Erler et al	August 1, 2007	Hawke Enterprises	TEXAS	DE WITT	233	762
304871-001	Michael R Grunder et al	November 29, 2007	Hawke Enterprises	TEXAS	DE WITT	243	852
304885-000	Carolyn S Weibye	July 27, 2007	Hawke Enterprises	TEXAS	DE WITT	233	747
304886-000	David A Stubblefield et ux	September 6, 2007	Hawke Enterprises	TEXAS	DE WITT	236	437
304887-000	Elna Biggs	August 10, 2007	Hawke Enterprises	TEXAS	DE WITT	234	392
304888-000	Barbara J Stubblefield	September 6, 2007	Hawke Enterprises	TEXAS	DE WITT	236	435
304889-001	Alton R Cielencki et ux	August 2, 2007	Hawke Enterprises	TEXAS	DE WITT	236	407
304893-000	Marcellus W Weischwill Residuary Trust	August 2, 2007	Hawke Enterprises	TEXAS	DE WITT	236	400
304909-000	Loretta Fay Burge	August 2, 2007	Hawke Enterprises	TEXAS	DE WITT	236	396
304911-000	Scott Straube	August 2, 2007	Hawke Enterprises	TEXAS	DE WITT	233	749
304922-000	David A Ibrom et ux	July 31, 2007	Hawke Enterprises	TEXAS	DE WITT	236	405
304929-000	Morres M Van Beveren et ux	July 27, 2007	Hawke Enterprises	TEXAS	DE WITT	233	718
304944-000	Barbara Thedin	October 18, 2007	Hawke Enterprises	TEXAS	DE WITT	243	858
304945-000	Charles T Hahn et ux	August 7, 2007	Hawke Enterprises	TEXAS	DE WITT	236	411
304949-000	Eugene James Ibrom	August 6, 2007	Hawke Enterprises	TEXAS	DE WITT	236	409
304950-000	Leon James Srubar Jr etal	August 8, 2007	Hawke Enterprises	TEXAS	DE WITT	243	830
304951-001	Rueben Wayne Thamm et ux	August 16, 2007	Hawke Enterprises	TEXAS	DE WITT	236	402
304956-000	Irene Hahn	August 7, 2007	Hawke Enterprises	TEXAS	DE WITT	236	447
304958-000	Kermit C Koehler etux	September 5, 2007	Hawke Enterprises	TEXAS	DE WITT	236	386
304959-001	Steven D Scott et ux	August 10, 2007	Hawke Enterprises	TEXAS	DE WITT	236	388
305000-000	Troy H Stuart et al	August 10, 2007	Hawke Enterprises	TEXAS	DE WITT	236	398
305228-000	Jose G Perez et ux	September 1, 2007	Hawke Enterprises	TEXAS	DE WITT	236	445
305230-001	Patricia Ann Shockley	August 8, 2007	Hawke Enterprises	TEXAS	DE WITT	236	449
305232-000	Phil E Mueller et ux	August 10, 2007	Hawke Enterprises	TEXAS	DE WITT	236	390
305234-000	Hilmer E Koopmann et al	September 4, 2007	Hawke Enterprises	TEXAS	DE WITT	243	827
305235-000	Robert G Watson et ux	September 5, 2007	Hawke Enterprises	TEXAS	DE WITT	236	413
305236-000	Raymond W Pawlik Jr	September 5, 2007	Hawke Enterprises	TEXAS	DE WITT	236	380
305245-000	Karen B Robinson	September 24, 2007	Hawke Enterprises	TEXAS	DE WITT	243	819
305248-000	Edwin A Baros	September 10, 2007	Hawke Enterprises	TEXAS	DE WITT	243	826
305258-000	Hilmer E Koopmann	September 4, 2007	Hawke Enterprises	TEXAS	DE WITT	243	812
305260-001	Elizabeth C Connors	August 30, 2007	Hawke Enterprises	TEXAS	DE WITT	236	433
305260-002	Catherine Clark Ralston	August 30, 2007	Hawke Enterprises	TEXAS	DE WITT	236	431
305261-001	Richard H Borchard Jr	August 28, 2007	Hawke Enterprises	TEXAS	DE WITT	236	394
305262-001	Ralph Borchard et ux	August 28, 2007	Hawke Enterprises	TEXAS	DE WITT	236	443

305309-000	Isabella Nelson Barrett	October 4, 2007	Hawke Enterprises	TEXAS	DE WITT	243	818
305310-000	Kendrick W Baros et ux	September 24, 2007	Hawke Enterprises	TEXAS	DE WITT	243	825
305311-000	Cecil M Davidson et ux	September 13, 2007	Hawke Enterprises	TEXAS	DE WITT	236	429
305312-000	Quentin L Yancey et ux	October 5, 2007	Hawke Enterprises	TEXAS	DE WITT	243	808
305313-000	Merelon Lovel et ux	September 7, 2007	Hawke Enterprises	TEXAS	DE WITT	236	382
305314-000	Martin Alvarez Castillo etux	November 20, 2007	Hawke Enterprises	TEXAS	DE WITT	243	867
305317-001	David A Wright and wife Patricia Wright	September 10, 2007	Hawke Enterprises	TEXAS	DE WITT	236	441
305328-000	Huebner Trust	September 24, 2007	Hawke Enterprises	TEXAS	DE WITT	243	806
305331-000	Marvin Stanchos	September 6, 2007	Hawke Enterprises	TEXAS	DE WITT	243	811
305370-001	Michele Maraldo et al	September 11, 2007	Hawke Enterprises	TEXAS	DE WITT	236	427
305374-000	Fred C Hughes et ux	September 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	829
305384-000	Isabell Ann Van Beveren	September 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	815
305387-000	Jerry McAdams et ux	October 22, 2007	Hawke Enterprises	TEXAS	DE WITT	243	865
305392-000	Marjorie Breeden et al	October 25, 2007	Hawke Enterprises	TEXAS	DE WITT	243	854-855
305393-000	Marjorie Breeden et al	October 25, 2007	Hawke Enterprises	TEXAS	DE WITT	243	860
305466-001	David L Urban	September 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	810
305466-002	Wayne D Urban	September 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	809
305469-001	Donald Jansky et ux	September 1, 2007	Hawke Enterprises	TEXAS	DE WITT	243	804
305471-001	Joel P Smith et ux	October 3, 2007	Hawke Enterprises	TEXAS	DE WITT	243	816
305480-000	Karen Koopmann Koenig	October 22, 2007	Hawke Enterprises	TEXAS	DE WITT	243	875
305482-000	Ralph Koopmann	October 22, 2007	Hawke Enterprises	TEXAS	DE WITT	243	874
305486-000	Lorene H Koopmann	October 22, 2007	Hawke Enterprises	TEXAS	DE WITT	243	876
305518-000	Sandra Hilbrich et al	October 22, 2007	Hawke Enterprises	TEXAS	DE WITT	243	872
305530-000	Elenora Klaevemann	October 10, 2007	Hawke Enterprises	TEXAS	DE WITT	243	862
305533-000	Kent Edward Hilbrich et ux	November 16, 2007	Hawke Enterprises	TEXAS	DE WITT	243	865
305534-001	Elenora Klaevemann	October 10, 2007	Hawke Enterprises	TEXAS	DE WITT	243	891
305545-000	Lois B Chesney	September 20, 2007	Hawke Enterprises	TEXAS	DE WITT	238	291
305598-000	Ameila Ortiz	October 17, 2007	Hawke Enterprises	TEXAS	DE WITT	243	832
305603-000	Elna Biggs	August 10, 2007	Hawke Enterprises	TEXAS	DE WITT	234	394
305616-000	Michael Anthony Maron	October 10, 2007	Hawke Enterprises	TEXAS	DE WITT	238	268
305631-000	Carl H Schlenker Jr Estate	October 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	879
305632-000	Harland Schlenker et al	October 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	869
305635-000	Harland Schlenker et ux	October 26, 2007	Hawke Enterprises	TEXAS	DE WITT	243	871
305678-000	Jeanne E Guerriero	October 22, 2007	Hawke Enterprises	TEXAS	DE WITT	243	877
305774-000	G W Lamb III et ux	November 1, 2007	Hawke Enterprises	TEXAS	DE WITT	243	856
305787-001	George Lowman	November 7, 2007	Hawke Enterprises	TEXAS	DE WITT	243	897
305787-002	Hedy Stakes	November 7, 2007	Hawke Enterprises	TEXAS	DE WITT	243	895

305787-003	Edwin Earl Gaida	November 1, 2007	Hawke Enterprises	TEXAS	DE WITT	243	893
305932-001	Clifford Dwayne Parker et ux	July 30, 2007	Hawke Enterprises	TEXAS	DE WITT	233	723
305932-002	James K Crain et al	December 19, 2007	Hawke Enterprises	TEXAS	DE WITT	267	252
305939-000	W T Mumme et ux	November 1, 2007	Hawke Enterprises	TEXAS	DE WITT	243	886
306048-001	Debbie Lynn Hileman	November 21, 2007	Hawke Enterprises	TEXAS	DE WITT	243	885
306049-000	Melvin R Hilbrich et ux	November 15, 2007	Hawke Enterprises	TEXAS	DE WITT	243	839
306220-000	Johanna Wild	May 3, 2007	Hawke Enterprises	TEXAS	DE WITT	226	372
306925-001	Robert L Zaiontz	December 7, 2007	Hawke Enterprises	TEXAS	DE WITT	252	351

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

67901

Filed for Record  
This, the 4th day of March 2010  
at 3:20 o'clock P.M.  
ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas  
*Elva Petersen*  
Deputy  
Return: Dolphin Resources

STATE OF TEXAS  
COUNTY OF DEWITT

I hereby certify that this instrument was filed on the date & time stamped hereon by me & was duly recorded in the Volume & Page of the Official Public Records of DeWitt Co. Texas



ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas  
Date MAR 04 2010  
Vol. 305 Page 12-17

# LEASE TRANSMITTAL SHEET

ConocoPhillips

DATE: January 7 2008  
 COUNTY: DeWitt STATE: Texas  
 PROSPECT NAME: Cote D'or-Cuero West (AA50069)  
 LEASE NO. 305 469 SUFFIX 001  
 BUSINESS UNIT: Expl & Bus. Dev. Land  
 PROSPECT NO. \_\_\_\_\_ QUIET DEAL?

Lessor: Donald Jansky and wife, Carolyn Jansky  
 6034 North State Highway 119  
 Yorktown, Texas 78164  
 Lessee: Hawke Enterprises  
 330 Rayford Road, Suite 196  
 Spring, Texas 77386  
 Federal/State/Indian Serial #: \_\_\_\_\_  
 Lease Date: September 1 2007  
 Effective Date: September 1 2007  
 Rental Due Date: \_\_\_\_\_  
 Expiration Date: September 1 2010  
 Lease Status: Non-Producing  
 Recording Data: \_\_\_\_\_  
 Bonus Amount: \$81,846.00 (435.48 acres @ \$200.00 per nma)  
 Draft/Check #: 409.23  
 Renewal  Extension of Lease No. \_\_\_\_\_  Additional Interest to Lease No: \_\_\_\_\_

**Ownership:**

Gross Acres	Lessor Mineral Interest	Lessor Net Acres	Overlap Acres	COPC Net Acres	Chargeable Acres
435.48 <b>316.8</b>	100%	316.8		316.8000000	
425.48 <b>66.18</b>	100.00%	66.18		66.1800000	
469.48 <b>52.5</b>	50.00%	26.25	52.5	26.2500000	
<b>435.48</b>		<b>409.23</b>			

ConocoPhillips Company: Working Interest 100  
 Partner Name: \_\_\_\_\_  
 Partner Name: \_\_\_\_\_  
 Partner Name: \_\_\_\_\_  
 Lease Payments to be made by: \_\_\_\_\_

NOTES: Include all contract numbers for cross reference, special/unusual obligations, information that exceeds any of the sections above, etc.  
 Donald Jansky Phone# 361-654-2567. Lease prepared by: Law Offices Elwood Gaus, William J. Natho, Conyetta Gaus 402 Irvine Street, Yoakum, Texas 77995 Phone (361) 293-2652. 66.18 acres overlaps not leased (Daniel B. Blake, IV).

Original Copy of Draft  Fully executed W-9

Original Lease  
 Copy of Lease  
 Lessor's address and SSNTIN, if not on lease:  
 Donald Jansky  
 Carolyn Jansky  
 Recording Instructions: \_\_\_\_\_  
 Region will record. Lease sent for recording on: \_\_\_\_\_  
 Recording Remarks: Memorandum filed for Record under Volume 243, page 804, Official Public Records, DeWitt County, Texas

Original Assignment  
 Copy of Assignment  
 Recording Instructions: \_\_\_\_\_  
 Region will record. Assignment sent for recording on: \_\_\_\_\_

Plat (leased acreage depicted in yellow)  
 Reference Deed (if used in description)  
 RDO  
 Ownership Report  
 Instruments to be transmitted at later date? When? \_\_\_\_\_  
 Instruments filed for approval with governmental agency? \_\_\_\_\_  
 REMARKS: \_\_\_\_\_  
 RPA to file?

Prepared By: Jessica Dees Date: January 7 2008

Lease Entry	Loaded	Verified	Mapping
3-11-08 <i>JLD</i>	<i>DLH</i>	<i>JLD</i>	<i>JLD</i>
(Initials)	(Initials)	(Initials)	(Initials)



REAL PROPERTY ADMIN

460062 MAR 10 8

**The Following Documents are Poor Quality**

C-204507

57508

COPY

ASSIGNMENT

STATE OF TEXAS                   §  
  §     KNOW ALL MEN BY THESE PRESENTS, THAT:  
COUNTY OF DE WITT           §

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, HAWKE ENTERPRISES, whose address is 5959 West Loop South, Suite 202, Bellaire, Texas 77401 (hereinafter referred to as "Assignor"), has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto BURLINGTON RESOURCES OIL & GAS COMPANY LP, whose mailing address is 600 N. Dairy Ashford Drive, Houston, Texas 77079 (hereinafter referred to as "Assignee"), subject to the covenants and conditions hereinafter contained, all of Assignor's right, title and interest in and to those certain oil, gas and mineral leases covering land situated in DeWitt County, Texas, more particularly described in Exhibits "A" attached hereto and incorporated herein (the leases described in the attached Exhibits "A" being referred to herein as the "Leases")

The provisions hereof shall extend to and be binding upon the successors, legal representatives and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the Leases, subject to the terms hereof, unto Assignee, its successors, its legal representatives and assigns, against the lawful claims of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

File Number: L-305469-001  
Left Side                   Right Side  
rdk                         11-12-08  
Initial                         Date

DATED this January 9, 2008.

ASSIGNOR:

HAWKE ENTERPRISES

By: R. D. P.

Printed Name: ROBERT D. PORTMAN

ASSIGNEE:

BURLINGTON RESOURCES OIL & GAS  
COMPANY LP

By: BROG GP Inc., its sole General Partner

By: M. B. Carlisle

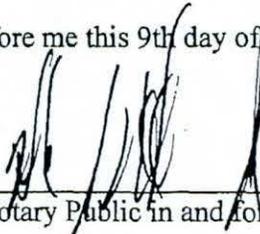
<sup>TLT</sup> Printed Name: MARK B. CARLISLE

Title: Attorney-in-Fact

STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me this 9<sup>th</sup> day of January, 2008, by  
ROBERT D. PORTMAN.

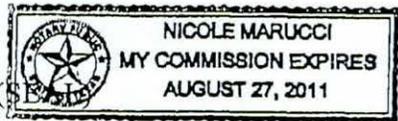


  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Notary's Printed Name: Hugh J Hawkins Jr

THE STATE OF TEXAS   §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me this 27<sup>th</sup> day of  
February, 2008, by Mark B. Carlisle, Attorney-in-Fact for BROG GP Inc., the Sole  
General Partner for Burlington Resources Oil & Gas Company LP, a Delaware limited  
partnership, on behalf of said partnership.



Nicole Marucci  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Notary's Printed Name: Nicole Marucci

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304158-000	Hooks Properties, LTD., a Florida Limited Partnership	Hawke Enterprises	2/16/2007	TX	DeWitt	222	497
304065-000	Lackey Land Limited, a Limited Partnership	Hawke Enterprises	2/23/2007	TX	DeWitt	222	489
304328-000	SCHMIEDLIN, Jerry Wayne ETUX	Hawke Enterprises	2/21/2007	TX	DeWitt	222	505
304061-000	JALUFKA, Alton Ray ETUX	Hawke Enterprises	2/21/2007	TX	DeWitt	222	485
304063-000	ARONSTEIN, Sarah ETUX	Hawke Enterprises	2/27/2007	TX	DeWitt	222	483
304056-000	BRASWELL, Larry L. ETUX	Hawke Enterprises	3/9/2007	TX	DeWitt	222	476
304083-000	RIEDEL, Leona	Hawke Enterprises	3/1/2007	TX	DeWitt	222	487
304327-000	BAKER, Hollis	Hawke Enterprises	3/1/2007	TX	DeWitt	222	507
304156-000	BARGMANN Family Trust	Hawke Enterprises	2/14/2007	TX	DeWitt	222	499
304157-000	BARGMANN Family Trust	Hawke Enterprises	2/14/2007	TX	DeWitt	222	501
304140-000	CRAIN, James K. ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	493
304093-000	CRAIN, James K. ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	491
304329-000	LUKES, Karen Kay	Hawke Enterprises	3/15/2007	TX	DeWitt	222	509
304330-000	HARTMAN, Wayne ETUX	Hawke Enterprises	3/15/2007	TX	DeWitt	222	511
303701-000	ROSSOW, Edwin ETUX	Hawke Enterprises	3/7/2007	TX	DeWitt	236	415
304331-000	JALUFKA, Alton Ray ETUX	Hawke Enterprises	3/15/2007	TX	DeWitt	222	503
304044-000	MUELLER, Arlen ETUX	Hawke Enterprises	3/14/2007	TX	DeWitt	222	495
305370-001	MARALDO, Michele ETUX	Hawke Enterprises	9/11/2007	TX	DeWitt	236	427
303860-000	AVEN, Teddy ETUX	Hawke Enterprises	4/3/2007	TX	DeWitt	226	358
303857-000	HODGE, Andrew M.	Hawke Enterprises	4/3/2007	TX	DeWitt	222	481

Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
303859-000	Walter Wagner and wife, Billie Jo Wagner, Robert Reed Wagner, Walter Richard Wagner, Sandra Fay Campbell	Hawke Enterprises	4/3/2007	TX	DeWitt	222	513
303974-000	KONCZEWSKI, Herman	Hawke Enterprises	4/11/2007	TX	DeWitt	222	353
303973-000	KONCZEWSKI, Florian	Hawke Enterprises	4/11/2007	TX	DeWitt	222	360
304081-000	HARDESTY, Jennie Lynn	Hawke Enterprises	4/17/2007	TX	DeWitt	226	362
304082-000	WOLTER, Martin Luther ETUX	Hawke Enterprises	4/17/2007	TX	DeWitt	226	366
304147-000	The Leske Living Trust	Hawke Enterprises	4/20/2007	TX	DeWitt	226	368
304150-000	Granbery Partners,LTD	Hawke Enterprises	4/26/2007	TX	DeWitt	226	364
304148-000	Jack Wesley Wallis, Sheryl Katherine Wallis Winslow and Mary Sue Wallis	Hawke Enterprises	4/19/2007	TX	DeWitt	233	712
304221-000	Roy J. Lott, Cherly Parkinson and Fay Norton	Hawke Enterprises	4/27/2007	TX	DeWitt	236	450
304219-000	WILD, Johanna	Hawke Enterprises	5/3/2007	TX	DeWitt	226	372
304220-000	WILD, Jerome R.	Hawke Enterprises	5/3/2007	TX	DeWitt	236	417
304252-000	MILLER, Arthur	Hawke Enterprises	4/25/2007	TX	DeWitt	226	418
304226-000	WILMETH, Virginia	Hawke Enterprises	5/7/2007	TX	DeWitt	226	357
305932-001	PARKER, Clifford Dwayne ETUX	Hawke Enterprises	7/30/2007	TX	DeWitt	233	723
304246-000	PARKER, Clifford Dwayne ETUX	Hawke Enterprises	7/30/2007	TX	DeWitt	233	722
304234-000	GRAY, Paul V.	Hawke Enterprises	5/8/2007	TX	DeWitt	236	423
304318-000	JALUFKA, Cody	Hawke Enterprises	4/26/2007	TX	DeWitt	226	370
304262-001	KOENNING, Otto Lee	Hawke Enterprises	5/29/2007	TX	DeWitt	236	421

Exhibit "A"

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Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304262-002	DICKERSON, Margie Ann	Hawke Enterprises	5/29/2007	TX	DeWitt	236	419
304266-001	SEIDEL, Brad Edward	Hawke Enterprises	4/26/2007	TX	DeWitt	236	425
304266-002	CLAMPIT, Melissa Ann Seidel	Hawke Enterprises	5/26/2007	TX	DeWitt	226	412
304267-001	SEIDEL, Warren A.	Hawke Enterprises	4/26/2007	TX	DeWitt	226	416
304267-001	SEIDEL, Warren A.	Hawke Enterprises	4/26/2007	TX	DeWitt	243	899
304260-001	BORCHARDT, Rinehold	Hawke Enterprises	5/16/2007	TX	DeWitt	243	889
304531-000	BORCHARDT, Rinehold	Hawke Enterprises	5/16/2007	TX	DeWitt	243	841
304280-000	MUELLER, Darwin	Hawke Enterprises	5/11/2007	TX	DeWitt	236	374
304280-000	MUELLER, Judy	Hawke Enterprises	5/11/2007	TX	DeWitt	236	376
304280-000	MUELLER, Larry	Hawke Enterprises	5/11/2007	TX	DeWitt	236	378
304415-000	KLEIN, Michael ETUX	Hawke Enterprises	6/5/2007	TX	DeWitt	236	452
304581-000	DRABEK, Bennie ETUX	Hawke Enterprises	6/13/2007	TX	DeWitt	233	725
304583-000	RESPONDEK, Leon J. ETUX	Hawke Enterprises	6/15/2007	TX	DeWitt	233	729
304584-000	RESPONDEK, Leon J. ETUX	Hawke Enterprises	6/15/2007	TX	DeWitt	233	727
304585-000	WARZECHA, Francis	Hawke Enterprises	6/20/2007	TX	DeWitt	233	724
304589-000	SIEVERS, Steven L.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	721
304589-000	SIEVERS, Arlen D.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	766
304589-000	SIEVERS, L.C.	Hawke Enterprises	7/13/2007	TX	DeWitt	233	720
304699-000	IBROM, Eugene	Hawke Enterprises	7/13/2007	TX	DeWitt	233	737
304707-000	IBROM, Daniel ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	739

Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304705-000	IBROM, Robert Lee	Hawke Enterprises	7/13/2007	TX	DeWitt	233	735
304703-000	KOŁODZIEJCZYK, Catherine ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	745
304702-000	IBROM, David	Hawke Enterprises	7/3/2007	TX	DeWitt	233	716
304701-000	BAKER, Hollis	Hawke Enterprises	7/11/2007	TX	DeWitt	233	743
304723-000	KOOPMAN, Marvin C.	Hawke Enterprises	7/17/2007	TX	DeWitt	233	754
304771-001	KULIK, Frank ETUX	Hawke Enterprises	7/20/2007	TX	DeWitt	233	733
304783-000	Evelyn Mott, Robert Mott, & Kenneth Mott	Hawke Enterprises	7/23/2007	TX	DeWitt	243	833
304865-000	VAN BEVEREN, Isabell Ann	Hawke Enterprises	7/27/2007	TX	DeWitt	233	752
304922-000	IBROM, David A. (separate property) Patricia Ibrom	Hawke Enterprises	7/31/2007	TX	DeWitt	236	405
304868-000	JENDRY, James	Hawke Enterprises	8/1/2007	TX	DeWitt	236	384
304871-001	GRUNDER, Michael R. ETUX	Hawke Enterprises	11/29/2007	TX	DeWitt	243	852
304889-001	CIELENCKI, Alton ETUX	Hawke Enterprises	8/2/2007	TX	DeWitt	236	407
304887-000	BIGGS, Elna	Hawke Enterprises	8/29/2007	TX	DeWitt	234	392
305603-000	BIGGS, Elna	Hawke Enterprises	8/29/2007	TX	DeWitt	234	394
304888-000	STUBBLEFIELD, Barbara J.	Hawke Enterprises	9/6/2007	TX	DeWitt	236	435
304886-000	STUBBLEFIELD, David A. ETUX	Hawke Enterprises	9/6/2007	TX	DeWitt	236	437
304885-000	WEIBYE, Carolyn S.	Hawke Enterprises	7/27/2007	TX	DeWitt	233	747
304929-000	VAN BEVEREN, Morris M. ETUX	Hawke Enterprises	7/27/2007	TX	DeWitt	233	718
304945-000	HAHN, Charles T. ETUX	Hawke Enterprises	8/7/2007	TX	DeWitt	236	411

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304950-00	Leon James Srubar, Jr., Christine Ann Srubar Kalinowski, Dennis Ray Srubar, Monica Sue Srubar Sauer, Ramona Lynne Srubar Sample	Hawke Enterprises	8/8/2007	TX	DeWitt	243	830
304949-000	IBROM, Eugene James	Hawke Enterprises	8/6/2007	TX	DeWitt	236	409
305787-001	Edwin Earl Gaida	Hawke Enterprises	11/1/2007	TX	DeWitt	243	893
305787-001	George Lowman	Hawke Enterprises	11/1/2007	TX	DeWitt	243	897
305787-001	Hedy Stakes	Hawke Enterprises	11/1/2007	TX	DeWitt	243	895
304951-001	THAMM, Rueben Wayne ETUX	Hawke Enterprises	8/16/2007	TX	DeWitt	236	402
304956-000	HAHN, Irene	Hawke Enterprises	8/7/2007	TX	DeWitt	236	447
304959-001	SCOTT, Steven ETUX	Hawke Enterprises	8/10/2007	TX	DeWitt	236	388
305236-000	PAWLJK JR., Raymond W.	Hawke Enterprises	9/5/2007	TX	DeWitt	236	380
305235-000	WATSON, Bobby G. aka Robert G. Watson ETUX	Hawke Enterprises	9/5/2007	TX	DeWitt	236	413
305228-000	PEREZ, Jose G. ETUX	Hawke Enterprises	9/1/2007	TX	DeWitt	236	445
305245-000	ROBINSON, Karen B.	Hawke Enterprises	9/24/2007	TX	DeWitt	243	819
305246-000	BAROS, David W.	Hawke Enterprises	9/24/2007	TX	Dewitt	243	820
305247-000	BAROS, Ella	Hawke Enterprises	9/24/2007	TX	DeWitt	243	824
305248-000	BAROS, Edwin A.	Hawke Enterprises	9/10/2007	TX	DeWitt	243	826
305261-001	BORCHARD, Richard H.	Hawke Enterprises	8/28/2007	TX	DeWitt	236	394
305262-001	BORCHARD, Ralph ETUX	Hawke Enterprises	8/28/2007	TX	DeWitt	236	443
305311-000	DAVIDSON, Cecil M. ETUX	Hawke Enterprises	9/13/2007	TX	DeWitt	236	429
305312-000	YANCEY, Quentin L. ETUX	Hawke Enterprises	10/5/2007	TX	DeWitt	243	808

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between  
Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305314-000	CASTILLO, Martin Alvarez ETUX	Hawke Enterprises	11/20/2007	TX	DeWitt	243	867
305313-000	LOVEL Merelon ETUX	Hawke Enterprises	9/7/2007	TX	DeWitt	236	382
305310-000	BAROS, Kendrick ETUX	Hawke Enterprises	9/24/2007	TX	DeWitt	243	825
305328-000	Huebner Trust, Robert B. Huebner and John C. Huebner	Hawke Enterprises	9/10/2007	TX	DeWitt	243	806
305384-000	VAN BEVEREN, Isabell Ann	Hawke Enterprises	9/26/2007	TX	DeWitt	243	815
305533-000	HILBRICH, Kent Edward ETUX	Hawke Enterprises	11/16/2007	TX	DeWitt	243	865
305545-000	CHESNEY, LOIS B.	Hawke Enterprises	9/20/2007	TX	DeWitt	238	291
305598-000	ORTIZ, Amelia	Hawke Enterprises	10/17/2007	TX	DeWitt	243	832
305631-000	Estate of Carl H. Schlenker, Jr. deceased Harland Schlenker & Tommy Schlenker, Co-Independent Executors	Hawke Enterprises	10/26/2007	TX	DeWitt	243	879
305631-000	SCHLENKER, Harland	Hawke Enterprises	10/26/2007	TX	DeWitt	243	869
305635-000	SCHLENKER, Harland ETUX	Hawke Enterprises	10/26/2007	TX	DeWitt	243	871
305774-000	LAMB III, G.W. ETUX	Hawke Enterprises	11/1/2007	TX	DeWitt	243	856
305774-000	HILEMAN, Debbie Lynn	Hawke Enterprises	11/21/2007	TX	DeWitt	243	885
305774-000	HILBRICH, Melvin R. ETUX	Hawke Enterprises	10/19/2007	TX	DeWitt	243	839
305774-000	CHENEY, Richard A.	Hawke Enterprises	11/19/2007	TX	DeWitt	243	912
304709-000	IBROM, Patricia Gail	Hawke Enterprises	7/3/2007	TX	DeWitt	233	714
304711-000	STRAUBE, Melvin ETUX	Hawke Enterprises	7/11/2007	TX	DeWitt	233	750
304710-000	CRAIN, Shirley R.	Hawke Enterprises	7/11/2007	TX	DeWitt	233	758
304700-000	IBROM, Robert Lee ETUX	Hawke Enterprises	7/13/2007	TX	DeWitt	233	741

Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
304772-000	LEMKE, Warren ETUX	Hawke Enterprises	7/20/2007	TX	DeWitt	233	760
304842-000	STANCHOS, Alvin	Hawke Enterprises	7/27/2007	TX	DeWitt	233	756
304870-001	ERLER, David ETUX	Hawke Enterprises	8/1/2007	TX	DeWitt	233	762
304909-000	BURGE, Loretta Fay	Hawke Enterprises	8/2/2007	TX	DeWitt	236	396
304893-000	Marcellus W. Weischwill Residuary Trust	Hawke Enterprises	8/2/2007	TX	DeWitt	236	400
304911-000	STRAUBE, Scott	Hawke Enterprises	8/2/2007	TX	DeWitt	233	749
304944-000	THEDIN, Barbara	Hawke Enterprises	10/18/2007	TX	DeWitt	243	858
304958-000	KOEHLER, Kermit C. ETUX	Hawke Enterprises	9/5/2007	TX	DeWitt	236	386
304999-000	Patrick G. Crain, James K. Crain, III & Christopher M. Crain	Hawke Enterprises	9/10/2007	TX	DeWitt	236	439
305000-000	Troy H. Stuart, Randall Kurt Stuart & Craig Alan Stuart	Hawke Enterprises	8/10/2007	TX	DeWitt	236	398
305232-000	MUELLER, Phil E. ETUX	Hawke Enterprises	8/10/2007	TX	DeWitt	238	390
305234-000	KOOPMAN, William O. and Hilmer E. Koopman	Hawke Enterprises	9/4/2007	TX	DeWitt	243	827
305230-000	SHOCKLEY, Patricia Ann	Hawke Enterprises	8/8/2007	TX	DeWitt	236	449
305260-001	CONNORS, Elizabeth	Hawke Enterprises	8/30/2007	TX	DeWitt	236	433
305260-002	Catherine Clark Halston aka Catherine Dhu Clark Cayce	Hawke Enterprises	8/30/2007	TX	DeWitt	236	431
305258-000	KOOPMAN, Hilmer E.	Hawke Enterprises	9/4/2007	TX	DeWitt	243	812
305309-000	BARRETT, Isabella Nelson	Hawke Enterprises	10/4/2007	TX	DeWitt	243	818
305331-000	STANCHOS, Marvin	Hawke Enterprises	9/6/2007	TX	DeWitt	243	811
305317-001	WRIGHT, David A. ETUX	Hawke Enterprises	9/10/2007	TX	DeWitt	236	441
305329-000	Ruth W. Raney 1996 Trust	Hawke Enterprises	10/18/2007	TX	DeWitt	243	863

Exhibit "A"

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LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305374-000	HUGHES, Fred ETUX	Hawke Enterprises	9/26/2007	TX	DeWitt	243	829
305392-001/002	James Lincke and Marjorie Breeden	Hawke Enterprises	10/25/2007	TX	DeWitt	243	854
305393-001/002	James Lincke and Marjorie Breeden	Hawke Enterprises	10/25/2007	TX	DeWitt	243	850
305387-000	MCADAMS, Jerry ETUX	Hawke Enterprises	10/22/2007	TX	DeWitt	243	865
305467-000	QUINN, Douglas R. ETUX	Hawke Enterprises	10/15/2007	TX	DeWitt	243	881
305480-000	KOENIG, Karen Koopmann	Hawke Enterprises	10/22/2007	TX	DeWitt	243	875
305486-000	KOOPMANN, Lorena H.	Hawke Enterprises	10/22/2007	TX	DeWitt	243	876
305482-000	KOOPMAN, Ralph	Hawke Enterprises	10/22/2007	TX	DeWitt	243	874
305466-001	URBAN, David L.	Hawke Enterprises	9/26/2007	TX	DeWitt	243	810
305466-002	URBAN, Wayne D.	Hawke Enterprises	9/26/2007	TX	DeWitt	243	809
305471-001	SMITH, Joel P. ETUX	Hawke Enterprises	10/3/2007	TX	DeWitt	243	816
305469-001	JANSKY, Donald ETUX	Hawke Enterprises	9/1/2007	TX	DeWitt	243	804
305518-000	Sandra Hilbrich, Deanna Wolf, Lauren Jackson, Naomi Akht	Hawke Enterprises	10/22/2007	TX	DeWitt	243	872
305529-000	BARGMANN, William George	Hawke Enterprises	10/10/2007	TX	DeWitt	243	814
305530-000	KLAEVEMANN, Elenora Stratmann	Hawke Enterprises	10/10/2007	TX	DeWitt	243	862
305534-001	KLAEVEMANN, Elenora Stratmann	Hawke Enterprises	10/10/2007	TX	DeWitt	243	891
305616-000	MARON, Michael Anthony	Hawke Enterprises	10/10/2007	TX	DeWitt	238	268
305639-000	Bill Schendel, Pat Schendel, Robert Schendel & Richard Schendel	Hawke Enterprises	10/15/2007	TX	DeWitt	243	903

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated January 9, 2008, by and between Hawke Enterprises, Assignor, to Burlington Resources Oil and Gas Company LP, Assignee

LEASE NO.	LESSOR	LESSEE	DATE	STATE	COUNTY	BOOK	PAGE
305640-0000	Non-Exempt Schendel Family Trust	Hawke Enterprises	10/15/2007	TX	DeWitt	243	901
305641-000	Exempt Schendel Family Trust	Hawke Enterprises	10/15/2007	TX	DeWitt	243	906
305638-000	S&S Dairy	hawke Enterprises	10/15/2007	TX	DeWitt	243	908
305678-000	GUERRIERO, Jeanne E.	Hawke Enterprises	10/22/2007	TX	DeWitt	243	877
305939-000	MUMME, W.T., ETUX	Hawke Enterprises	11/1/2007	TX	DeWitt	243	886

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN

END OF EXHIBIT "A"

After recording, please return to:  
Hawke Enterprises  
330 Rayford Road, Suite 196  
Spring, Texas 77386

57508

Filed for Record

This is the 3rd day of March 20 08  
at 3:35 o'clock P M  
ELVA PETERSEN, COUNTY CLERK OF  
DeWitt County, Texas  
*Elva Petersen*  
Deputy

Return: Hawke Enterprises

STATE OF TEXAS  
COUNTY OF DEWITT



**Hawke Enterprises**  
 330 Rayford Road, Suite 196  
 Spring, TX 77386  
 (281) 292-1363

**PROSPERITY BANK**  
 WOODCREEK BANKING CENTER, 2828 FM 1960 E.  
 HOUSTON, TX 77073 (281) 443-7600  
 88-2265/1131

1399

10/5/2007

PAY TO THE ORDER OF Donald Jansky & Carolyn Jansky

\$ 81,846.00

Eighty-One Thousand Eight Hundred Forty-Six Only \*\*\*\*\* DOLLARS

Donald Jansky  
 Carolyn Jansky  
 6034 N. St. Hwy. 119  
 Yorktown, TX 78164  
 (Bonus Consideration)  
 435.48 acres, DeWitt County, TX/Burlington/Cuero West

*Audreen Jenkins*

EMO

⑈001399⑈

Wire Request Date  
 10/3/2007 at 11:29 AM



CONOCOPHILLIPS COMPANY RENTAL RECEIPT

Lease Date	Original Lessor	#Mth	Mth Begin	Lease Number
09-01-2007	Donald Jansky et ux	00	01-01-2010	305469/001

AGENCY LEASE NUMBER:  
 IN PAYMENT OF: Lease Extension Bonus      Business Unit : EXPLORATION HOUSTON

REMARKS: This payment is being made on behalf of Burlington Resources Oil & Gas Company LP  
 Payment being tendered to extend primary term for an additional 2 years to end 09/01/2012 as provided for in lease

RECORDED: Book 243 Page 804 Reception # 56239

TRACT: 1      COUNTRY: US      STATE: TX      COUNTY: DE WITT      NET ACRES  
 Prospect: COTE D'OR- CUERO WEST (BR)      382.980  
 Asset Area: URE S. TX  
 LEGAL (Part of): I RR CO S21 ABST/ID# 275 Grantee QQ ALL  
                          I RR CO S55 ABST/ID# 265 Grantee QQ ALL  
                          I RR CO S56 ABST/ID# 518 Grantee QQ ALL  
                          I RR CO S56 ABST/ID# 675 Grantee QQ ALL

TRACT: 2      COUNTRY: US      STATE: TX      COUNTY: DE WITT      NET ACRES  
 Prospect: COTE D'OR- CUERO WEST (BR)      26.250  
 Asset Area: URE S. TX  
                          I RR CO S58 ABST/ID# 639 Grantee QQ ALL

FOR THE CREDIT OF:      PAYMENT  
 DONALD JANSKY      (BA# 0286979001)      \$61,384.50  
 & CAROLYN JANSKY  
 6034 N STATE HWY 119  
 YORKTOWN      TX 78164  
                          ACCT:      88750

-----  
 CONOCOPHILLIPS COMPANY      88750  
 P.O. BOX 7500  
 BARTLESVILLE, OK. 74005-7500

Prop. No. 305469/001  
 Serial No.  
 Period covered 00 months BEGINNING 01-01-2010  
 Check Date 12-04-2009

\*\*\*\*\*0\*DOLLARS AND\* 00\*CENTS      \*\*\*\*\*\$ .00

DONALD JANSKY      V O I D  
 & CAROLYN JANSKY      \*\*\*VOID\*VV O I D  
 6034 N STATE HWY 119      \*\*\*VOID\*VV O I D  
 YORKTOWN      TX 78164      \*\*\*VOID\*VV O I D  
                               V O I D

**CLEARED**  
**JAN 07 2010**

*TA 12/12/09*

CONOCOPHILLIPS COMPANY RENTAL RECEIPT

Lease Date	Original Lessor	#Mth	Mth Begin	Lease Number
09-01-2007	Donald Jansky et ux	00	01-01-2010	305469/001

AGENCY LEASE NUMBER:

IN PAYMENT OF: Lease Extension Bonus

Business Unit : EXPLORATION HOUSTON

(DPS# [REDACTED])

TOTAL BANK SERVICE CHARGE

\$.00

TOTAL AMOUNT PAID

\$61,384.50

88751

-----  
 CONOCOPHILLIPS COMPANY  
 P.O. BOX 7500  
 BARTLESVILLE, OK. 74005-7500

88751

Prop. No. 305469/001

Serial No.

Period covered 00 months BEGINNING 01-01-2010

Check Date 12-04-2009

\*\*\*\*\*61,384\*DOLLARS AND\* 50\*CENTS

\*\*\*\*\*\$61,384.50

DONALD JANSKY  
 & CAROLYN JANSKY  
 6034 N STATE HWY 119  
 YORKTOWN

TX 78164

V O I D  
 V O I D  
 V O I D  
 V O I D  
 V O I D

File No. MF 1130 15

Project Ceases Deal

Date Filed: 8/16/11

Jerry E. Patterson, Commissioner

By GH

Hwy 119  
 MF 113015

**Tract 1: Lease #**  
Lessor: State of Texas  
Lessee: Burlington Resources  
Acres: 0.47  
Bonus: \$300.00

**Tract 2: Lease # 305329-000**  
Lessor: Ruth W. Raney 1996 Trust, Richard W. Raney, Trustee  
Lessee: Hawke Enterprises  
Acres: 166.36  
Bonus: \$300/N/A

**Tract 3: Lease # 307341-000**  
Lessor: Ismael A. Perez  
Lessee: Hawke Enterprises  
Acres: 71.283  
Bonus: \$250/N/A

**Tract 4: Lease # 305469-001**  
Lessor: Carolyn Jansky  
Lessee: Hawke Enterprises  
Gross Acres: 435.48  
Net Acres: 409.23  
Bonus: \$200/\$150

**Tract 5: Lease # 307565-000**  
Lessor: Lackey Land Limited  
Lessee: Hawke Enterprises  
Acres: 1000.6  
Bonus: \$250/\$200.00

State of Texas  
9.743 acres  
I.R.R. Section 41, A-258  
DeWitt County, Texas

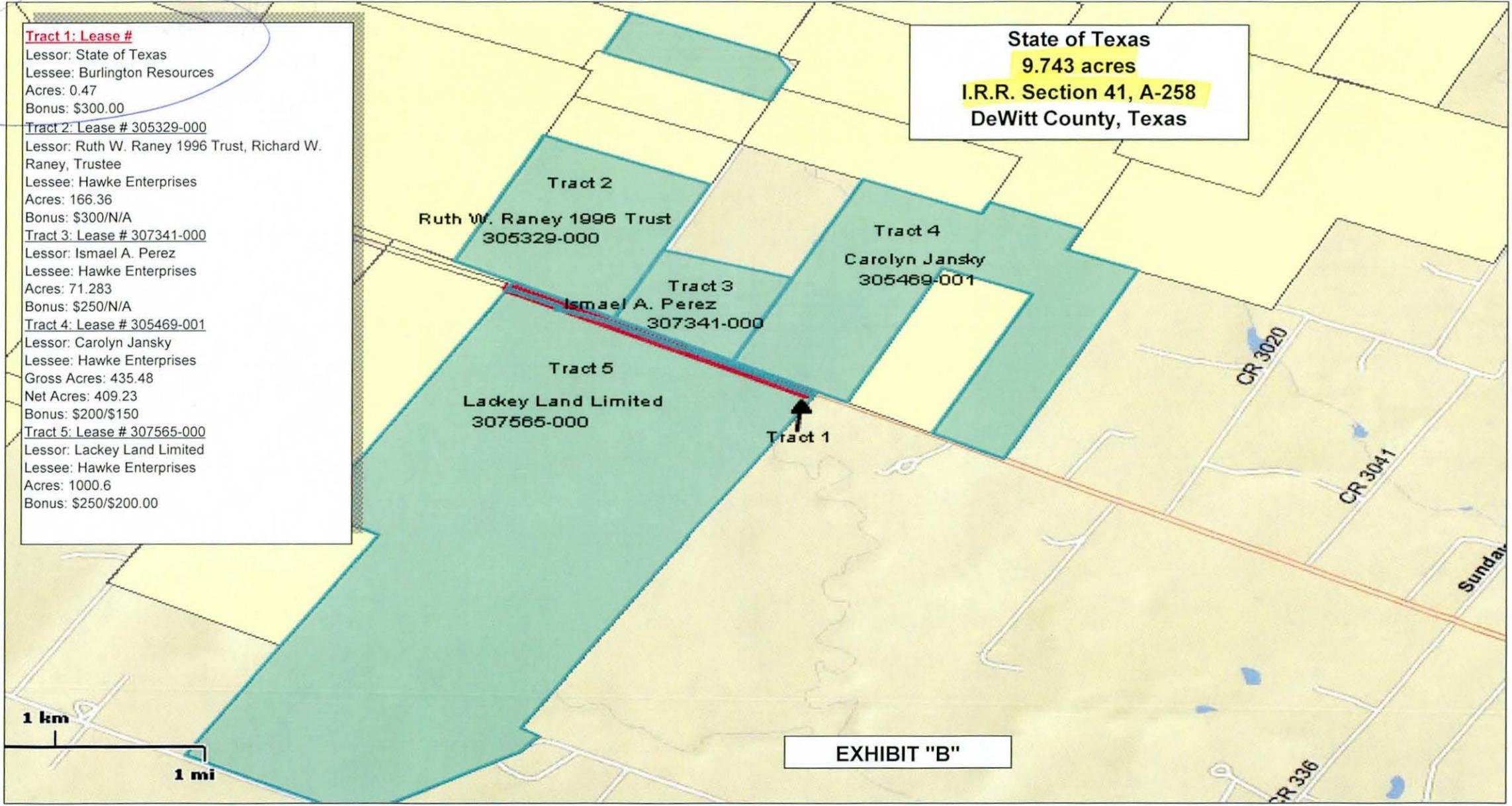


EXHIBIT "B"

File No. MF 113015 (5)

Plan

Date Filed: 8/16/11

Jerry E. Patterson, Commissioner

By GH

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 16th, 2011

Mr. Mark Dumoit  
Burlington Resources LLC  
20302 Morning Creek Drive  
Katy, TX 77450

**Dear Mr. Dumoit,**

Re: State of Texas HROW Lease # **MF113015**

Enclosed you will find an original executed Highway Right-of-Way Lease for DeWitt County. Please proof your lease before filing it of record.

**Please refer to this lease number in all future correspondence concerning this lease. Thank you for your assistance in this request.**

**Please review Section 4c regarding pooling, and ensure the GLO receives a copy of the recorded unit designation on this lease. Please send copies of the recorded Unit Designations and plats to my attention as soon as possible.**

If you have any questions please feel free to contact my direct phone number, or email listed below, or you may contact Drew Reid at 512-475-1534.

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)

File No. MF 113015

Final letter

Date Filed: 8/16/11

Jerry E. Patterson, Commissioner

By EH